

ROCKVILLE HOUSING ENTERPRISES

**POLICY ON
ADMISSIONS
AND
CONTINUED OCCUPANCY**

FOR PUBLIC HOUSING UNITS

Rockville Housing Enterprises

EFFECTIVE December 2019

**ROCKVILLE HOUSING ENTERPRISES
POLICY ON
ADMISSIONS AND CONTINUED OCCUPANCY
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**ROCKVILLE HOUSING ENTERPRISES
ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

INTRODUCTION

This Admissions and Continued Occupancy Policy covers the Rockville Housing Enterprise's (RHE's) policies for the operation of its public housing program, incorporating federal, state and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

CHAPTER 1: FAIR HOUSING AND NONDISCRIMINATION

1.1. COMPLYING WITH CIVIL RIGHTS LAWS

24 CFR 1, Part 100, Part 8, Part 146 and 960.103

Civil rights laws protect the rights of applicants and residents to equal treatment in the way RHE carries out its programs. It is RHE's policy to comply with all Civil Rights laws, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly
- Title II of the Americans with Disabilities Act of 1990 (ADA), which requires that RHE provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to RHE's housing units.
- Any applicable state laws or local ordinances, and
- Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

1.2. NONDISCRIMINATION

RHE shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under RHE's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

RHE shall not, on account of race, color, national origin, sex, religion, familial status, or disability:

- Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant household the opportunity to lease housing suitable to its needs;
- Provide anyone housing that is different (of lower quality) from that provided others;
- Subject anyone to segregation or disparate treatment;
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat anyone differently in determining eligibility or other requirements for admission;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program; or
- Deny anyone access to the same level of services. (This requirement applies to services provided by RHE and services provided by others with RHE's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.)

1.3. ACCESSIBILITY OF THE PUBLIC HOUSING PROGRAM AND RHE'S NON-HOUSING PROGRAMS

24 CFR 8.20 through 8.26, 8.32, 8.40, 24 CFR 100.204, 24 CFR 906.202(a)

RHE will correct situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions to permit people with disabilities to take full advantage of RHE's housing program and non-housing programs.

Upon request by an applicant or resident with a disability RHE must:

- Make structural modifications to its housing and non-housing facilities; and
- Make reasonable accommodations in its procedures or practices, unless such structural modifications or reasonable accommodations:
 - Would result in an undue financial and administrative burden to RHE, or
 - Would result in a fundamental alteration in the nature of the program.

In making structural modifications to "existing housing programs" or in carrying out "Other Alterations" for otherwise qualified persons with disabilities, RHE may, but is not required to:

- Make each of its existing facilities accessible; or

- Make structural alterations when other methods can be demonstrated to achieve the same effect.
- Make structural alterations that require the removal or altering of a load bearing structural member.

When RHE is making "Substantial Alterations" to an existing housing facility RHE may, but is not required to:

- Make structural alterations that require the removal or altering of a load bearing structural member; or
- Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable.

RHE will not permit these policies to be subverted to do personal or political favors. RHE will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

1.3.a. Accessibility of Non-Housing Facilities

Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that RHE has such facilities) will be usable by residents with a full range of disabilities. To the extent that RHE offers such facilities, if none is already accessible, some will be made accessible unless doing so would create an undue financial and administrative burden.

1.3.b. Accessible Communication

Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.

RHE will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, RHE staff will be prepared to explain rules and benefits orally, as often as may be needed, to accommodate applicants as necessary.

When RHE has initial contact with the applicant, RHE staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: a qualified sign language interpreter provided and paid for by RHE; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font and, permitting alternative sites for the receipt of applications. In addition, RHE's obligation to provide alternative forms of communication to persons with disabilities does not preclude an

individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with RHE.

At a minimum, RHE will prepare information to be used by applicants and residents in plain-language accessible formats.

1.3.c. Limited English Proficiency

Some applicants may have literacy limitations, as such, intake staff must be prepared to read and explain anything that would normally be provided to an applicant to be read or complete. Applicants with limited English literacy or comprehension may have an interpreter accompany them. If feasible, RHE will assist with providing a foreign language interpreter upon request. RHE will provide a sign language interpreter for the hearing impaired upon request.

RHE will endeavor to employ bilingual staff and to foster relationships with organizations that can provide translation services to families for which English is not their first language. These services will be made available at the request of a family.

Where feasible, any notice or document relative to citizenship or eligible immigration status will be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense. 24 CFR § 5.505

1.4. AFFIRMATIVE MARKETING

1.4.a. Marketing Plan

RHE will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population of the area. The marketing plan will take into consideration the number and distribution of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. RHE will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

1.4.b. Marketing and Informational Materials

Marketing and informational materials will:

- Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
- Describe the housing units, application process, waiting list and preference structure accurately;
- Use clear and easy to understand terms and more than strictly English-language print media;

- Contact agencies that serve potentially qualified applicants least likely to apply (e.g., the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- Make clear who is eligible: low income individuals and families; working and nonworking people; and people with both physical and mental disabilities; and
- Be clear about RHE's responsibility to provide reasonable accommodations to people with disabilities.

2. File Retention Policy

RHE will keep tenant file information for 3 years after the date of the end of program participation. After the 3 year period the tenant file will be discarded and shredded.

RHE will keep the initial certification and the last 3 years of tenant certifications (both annual and interim) in the tenant file. All tenant transactions that are older than 3 years not including the initial certification will be shredded.

1.5 Public Housing FSS Fair Housing Policy

Rockville Housing Enterprises will pursue the following policies in administration of its Public Housing Family Self-Sufficiency (FSS) Program to affirmatively further fair housing within the City of Rockville:

- a) When filling vacant positions, advertise internally within RHE current staff; then widely in the community if no internal staff qualify;
- b) Market the FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency;
- c) Make buildings and communications accessible to persons with disabilities to ensure their ability to submit applications and receive services;
- d) Provide fair housing counseling services or referrals to fair housing agencies;
- e) Inform FSS program participants of how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline; and
- f) Recruit service providers that expand housing choice to program participants.

RHE will routinely maintain records of its efforts in each of these six areas in addition to participant records documenting race, ethnicity, familial and disability status.

Chapter 2. ELIGIBILITY FOR ADMISSION

It is RHE's policy to admit only qualified applicants. An applicant is qualified if he or she meets all of the following criteria:

1. Is a family, as defined in this section;
2. Has an Annual Income at the time of admission that does not exceed the income limits established by HUD;
3. Is a U.S. citizen or an eligible immigrant;
4. Provides acceptable documentation of Social Security numbers for all family members;
5. Willingness to sign consent forms and provide information as required;
6. Meets the RHE's Applicant Selection Criteria.

2.1. FAMILY

- 2.1.a.** Family is defined as a group of people, with or without children, who are related by blood, marriage, adoption or affinity that live together in a stable family relationship.

Children temporarily absent from the home due to placement in foster care are considered family members.

Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income eligibility.

- 2.1.b.** Elderly Family is:

A family whose head, spouse, or sole member is a person who is at least 62 years of age;

Two or more persons who are at least 62 years of age living together; or

One or more persons who are at least 62 years of age living with one or more live-in aides.

- 2.1.c.** A Near-Elderly Family is:

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;

Two or more persons, who are at least 50 years of age but below the age of 62, living together; or

One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides

2.1.d. A Disabled Family is:

A family whose head, spouse, or sole member is a person with disabilities;

Two or more persons with disabilities living together; or

One or more persons with disabilities living with one or more live-in aides.

2.1.e. A Displaced Family is:

A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

2.1.f. Remaining Family Member

2.1.f.i. Head of Household Voluntarily moves out

If the Head of Household voluntarily moves out, the tenancy of the remaining household members will terminate.

Death or Incapacitation of Head of Household

If all of the remaining family members are minors, the family may propose a guardian to move into the unit to care for the minors. The guardian must be someone who is eligible for assistance, must pass RHE's standard screening and must be approved by RHE as an appropriate head of household for the family.

If the event of the death or incapacitation of the head of household remaining family members may include existing adult household members of which one may be designated the new Head of Household.

A live-in aide, foster child or foster adult cannot be remaining members of a tenant family and are not eligible to remain in a unit after the head and spouse or co-head vacate.

Divorce or Separation of Spouse or CoHead

In the event of a separation or divorce, the subsidy will remain with the custodial parent. If there are no minor children or disabled dependents remaining in the household, the subsidy will remain with the person under which the original application for housing was submitted. If the application for housing was submitted by both parties as head/cohead or head/spouse, the subsidy will be determined through the court determined divorce or separation decree. In all cases, RHE's policy will be superseded by any court decree.

2.1.g. Head of Household
24 CFR 5.504

The head of household must be the adult member of the household who is designated by the family as the head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under the state and local laws of the City of Rockville, Maryland.

2.1.h. Spouse, Co-Head and Other Adult

A family may have a spouse or co-head, but not both. (See HUD-50058 IB) The spouse is the marriage partner of the head of household but not friends, roommates or significant others who are not marriage partners.

A co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.

Other adult means a family member other than the head, spouse, or co-head, who is 18 years of age or older. Foster adults and live-in aides are not identified as other adults.

2.1.i. Joint Custody

Children subject to a joint custody agreement will be allowed to be claimed as a dependent only by the household where the child spends 50% or more of his or her time. Verification of the address where the child resides the majority of the time may be through the home address reported on school records or other documentation that is deemed conclusive by RHE.

If the court order determines custody to be 50% - 50%, the child(ren) can be included in the household size determination. Note a dependent child can only be included in one subsidized household. Therefore, if a family separates and both parents are in separate subsidized units, the dependent can only be included in one household for the purposes of household size determination and dependent deductions.

2.1.j. Unborn Children

Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2.1.k. Live-In Aide

A household may include a live-in aide.

A live-in aide is a person who lives with an elderly person or a person with disabilities when the family has verified that a live-in aide is essential to the care and well-being of the elderly or disabled family member.

A live-in aide must be a person who:

Would not be living in the unit except to provide the necessary supportive services; and is not obligated for the financial support of the elderly or disabled family member.

RHE will conduct a criminal background check on any person proposed to be a live-in aide and may refuse to approve, or withdraw approval of, a specific live-in aide who:

- Has committed drug-related criminal or violent criminal activity; or
- Has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; or
- Owes rent or other amounts to RHE or to another PHA in connection with the housing voucher or public housing programs.

2.1.1. Eligibility of New Household Members

RHE will approve a child added to a household through birth, adoption or court-awarded custody.

RHE will review requests to add adult household members on an individual basis, in that instance, the new family member must be determined eligible on the basis of RHE's standard screening procedures. Any new member receiving assistance must be a citizen or eligible immigrant, must provide a social security card and, if an adult, must sign consent forms and provide other information required.

RHE may deny a request to add a household member based on the current household conditions, housekeeping, rental history, occupancy standards or other good reason for denial.

2.2. INCOME ELIGIBILITY

To be eligible for admission to a public housing unit, a family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

Income limits apply only at admission and are not applicable for continued occupancy.

If there are no eligible families on the waiting list and the Rockville Housing Enterprises has published a notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

2.3. CITIZENSHIP/ELIGIBILITY STATUS

24 CFR Part 5, Subpart E

To receive assistance, a family member must be a U.S. citizen or eligible immigrant. Assistance is prohibited to non-immigrant students and their families.

All household members must sign a declaration claiming status as a U.S. citizen or an eligible non-citizen or stating a preference not to claim eligibility. Declarations for children must be signed by parents or guardians.

U.S. Citizens must provide verification of citizenship, which may be a U.S. birth certificate, a U.S. Passport, or a certificate of naturalization.

Non-citizens who are 62 years of age or older and claim to have eligible immigration status must provide a signed declaration of eligible immigration status and proof of age.

Other non-citizens claiming eligible immigration status must provide documentation of their immigration status. Staff will verify the immigration status of every non-citizen claiming eligibility through the U.S. Citizenship and Immigration Services (USCIS).

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance.

RHE will inform all applicants at the time an application is submitted that housing assistance is available only to US citizens and eligible immigrants and provide information on the types of evidence that will be required.

2.4. SOCIAL SECURITY NUMBER DOCUMENTATION 24 CFR 5.216

To be eligible, all family members must provide acceptable documentation of a social security number.

2.5. SIGNING CONSENT FORMS

The head and spouse or co-head and all other family members who are 18 years of age or older must sign one consent forms as requested authorizing HUD or RHE to:

Obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

Verify with previous or current employers income information pertinent to the family's eligibility or level of assistance;

Request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits.

Eligibility for public housing is contingent on family member providing information, documents, and authorizations necessary as requested by RHE within the timeframe they are requested.

2.6. SCREENING APPLICANTS FOR ADMISSION

Applicant families will be evaluated to determine whether past behavior of household members might be expected to result in noncompliance with the public housing lease. The Rockville Housing Enterprises will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Rockville Housing Enterprises employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

The cost of applicant screening will be borne by RHE.

2.6.a. Considerations Related to Tenancy Compliance

RHE will consider objective and reasonable aspects of the family's background that are related to the family's ability to comply with lease requirements, including the following:

- 1) History of meeting financial obligations, especially rent;
- 2) Ability to maintain (with or without assistance) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
- 3) History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- 4) History of disturbing neighbors or destruction of property;
- 5) Previous acts of fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to a housing application or benefits derived therefrom; and
- 6) History of abusing alcohol or drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

2.6.b. Approach to Screening Applicants

RHE will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease and will verify the information as appropriate, including the following:

- A credit check of the head, spouse and co-head, and other adult members;
- A rental history check of all adult family members over 18;
- A criminal background check on all adult household members, including live-in aides. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Rockville Housing Enterprises may contact law enforcement agencies where the individual had lived.
- A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This visit considers cleanliness and care of rooms, appliances, and appurtenances. It may also consider any evidence of criminal activity; and
- A check of the state's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

2.7. DENIAL OF ASSISTANCE

24 CFR 960.203 & 204

2.7.a. RHE will deny admission to an applicant if:

- The household does not meet any one or more of the eligibility criteria of the program.
- Any member of the household fails to:
 - Supply information or documentation required for the application, lease-up or recertification process; or
 - Sign and submit consent forms for obtaining information; or
 - Respond to a written waiting list update request.
 - RHE receives returned mail that was sent to the applicant noted by the Post Office as undeliverable
 -

In accordance with PIH Notice 2016-05, applicants that are unable to provide a Social Security Number for a family member under the age of 6 will be granted a 90-day period, during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6. An extension of one additional 90-day period must be

granted if the RHE determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant.

- Any member of the family has been evicted from public housing, any federally assisted housing, or has had housing voucher assistance terminated for any reason within the last five years prior to the date of RHE's denial notice. RHE may extend the time period for denial based on eviction from a federally assisted housing program up to 10 years.

2.7.b. Criminal Activity – CFR 24 Part 966.4 PIH Notice 2015-19

RHE has established standards that prohibit admission of an applicant who has engaged in criminal activity, use of illegal drugs or abuse of alcohol that may threaten the health, safety of other persons or the right to peaceful enjoyment of the premises by other residents.

Applicants will be denied admission for any of the following reasons:

- Any family member has ever been convicted of manufacturing or producing methamphetamine, "speed" in a federally assisted housing unit.
- Any household member has a lifetime registration under a state sex offender registration program.

Applicants may be denied admission for any of the following reasons:

- Any member of the household has illegally used or possessed a controlled substance for personal use or has abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any member of the household has committed drug-related criminal activity, or violent criminal activity.
- Any household member has a criminal history that involved arson.

2.7.c. Additional Reasons for Denial of Admission

RHE will deny admission to a family if it determines the family or any family member:

- Has engaged in or threatened abusive or violent behavior toward any RHE staff member or resident. This behavior includes oral or written threats or physical gestures that communicate an intent to insult or intimidate.
- Has a pattern of unsuitable past performance in meeting financial obligations, including rent or the payment of utilities.

- Has a record of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents.
- Owes money to RHE or any other housing authority.
- Has intentionally misrepresented information related to eligibility, preference, housing history, allowances, family composition or rent. Unintentional mistakes that do not convey any advantage to the applicant will be considered unintentional misrepresentations.
- Has committed fraud, bribery or any other corrupt act in connection with any federal housing assistance program.

2.7.d. Criteria for Deciding to Deny Admission: Evidence

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, RHE may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. RHE may also consider any statements made by witnesses, the applicant, or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

RHE will deny admission if the “preponderance of evidence” indicates that a family member has engaged in a prohibited activity, regardless of whether the family member has been arrested or convicted. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Criteria for Deciding to Deny Admission: Mitigating Evidence

RHE will consider all relevant circumstances when deciding whether to deny admission based on a family’s past history except in situations for which denial of admission is mandated.

If negative information is received about an applicant, RHE shall consider the time, nature, and extent of the applicant’s conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

Mitigating circumstances are facts relating to the applicant's negative history that, when verified, indicate:

- The reason for the unsuitable rental history and/or behavior; and
- That the reason for the unsuitable rental history and behavior is no longer in effect or is under control, AND
- The applicant's prospect for lease compliance is acceptable, justifying admission.

Examples of mitigating circumstances might include:

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in social service or other appropriate counseling service; or
- Evidence of successful and sustained modification of previous disqualifying behavior.

RHE will consider evidence that those who have illegally used or possessed controlled substances or abused alcohol have successfully completed a supervised drug or alcohol rehabilitation treatment program, and have been certified by the treatment program as "clean" for at least one year as of the date of the eligibility determination. (HUD Notice PIH 96-27) Consideration of mitigating circumstances does not guarantee that an applicant will qualify for admission.

2.7.e. Reasonable Accommodation

If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, RHE shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. RHE shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

2.7.f. Removal of a Family Member from the Household

In the event that one household member, who is not the original applicant is found to be ineligible, RHE may offer an opportunity for the household to remove the culpable household member from the application as a condition of admission. The decision to offer such an opportunity is at RHE's sole discretion. If such an offer is made, the head of household and spouse or co-head must sign a certification that the excluded family member will not be permitted to visit or stay as a guest in the public housing apartment. Prior to admission and at any time in the future, the family must present evidence of the former family member's address upon RHE's request.

2.8. Violence Against Women Act (VAWA)

RHE acknowledges that a victim of domestic violence, dating violence or stalking may have an unfavorable history that would warrant denial under RHE's policies. Therefore,

if RHE makes a determination to deny admission to an applicant family on the basis of an unfavorable history, RHE will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence or stalking.

In a case where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence or stalking, RHE will require that the perpetrator be removed from the applicant household and not reside or visit in the public housing apartment.

2.9. Denial of Eligibility

RHE will provide a written notice of denial if a family is deemed ineligible for admission.

Before RHE rejects an applicant on the basis of a criminal history or sex offender registration, RHE must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

The family will be given 10 calendar days to contact RHE to request an informal review to dispute the accuracy and relevance of the information. If the family does not contact RHE within that 10-day period, the denial of admission will stand.

2.10. OCCUPANCY STANDARDS

Occupancy standards are established to ensure that units are occupied by families of an appropriate size. RHE's policy is intended to make the best use of scarce housing resources while avoiding overcrowding and preserving Rockville's housing stock from excessive wear and tear.

In determining bedroom size, RHE generally assigns one bedroom to two people. However,

- (1) The single head of household will be assigned a bedroom
- (2) The head of household with a spousal relationship or co-head, will be assigned a bedroom;
- (3) Beyond the head of household, two persons regardless of age or gender would be assigned one bedroom.
- (4) Live-in aides will be provided a separate bedroom.
- (5) Children who are in the process of being adopted, children whose custody is being obtained, or children who are temporarily away at school or temporarily absent in foster care, are included in determining the family's bedroom size.
- (6) The unborn child of a pregnant woman will be considered in determining the family's bedroom size.

- (7) RHE may grant exceptions to normal occupancy standards when a family requests a reasonable accommodation.

This results in the following standards:

Unit Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0-BR	1	2
1-BR	1	4
2-BR	2	6
3-BR	4	8
4-BR	5	10
5-BR	8	12
6-BR	10	14

In determining bedroom size, RHE will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care. Live-in aides will get a separate bedroom.

RHE will approve a family's request for a unit size smaller than required by RHE policy if the smaller unit will not result in reaching the maximum occupancy as noted in the above chart. Before RHE grants an exception, the family must sign a certification stating they understand they will be ineligible for a different size unit until the family size changes.

RHE may approve a family's request for a larger unit than provided by standard policy if the family provides verification accepted to RHE of a medical need for the larger unit.

If there are no families on the waiting list for a larger size unit, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

The maximum number of persons in a household represents the number of persons in a household that will deem the household to be over crowded. If the household reaches the maximum, the family will be required to move to an appropriate sized unit.

CHAPTER 3: TENANT SELECTION

3.1. TENANT SELECTION PREFERENCES

RHE has chosen to use local preferences to meet local objectives in choosing among applicants. Preferences determine the order in which eligible applicants are selected from the waiting list. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease) meet the working preference and at the time of initial applicant eligibility screening meet the definitions of the preference for living in the City of Rockville preference described below.

There are three preference categories. Each category is assigned points. Applicants are placed on the waiting list based first on the applicant's number of preference points; then, among applicants with an identical number of points, based on the applicant's lottery number or the date and time of the application.

3.1.a. Preference Categories

The preferences for which an individual may qualify and the points assigned are as follows:

<u>Preferences</u>	<u>Points</u>
Living and Working in the City Limits of Rockville	4
Living or Working in the City Limits of Rockville	2
Working Families living outside of Rockville	1

Note: To receive the preference for "living in the City Limits of Rockville" the applicant may not be a current member of a household that is actively being assisted through the Rockville Housing Enterprises Public Housing Program.

These local preferences are based on Rockville community needs and are consistent with the PHA Plan, the Consolidated Plan and Fair Housing laws.

3.1.b. Definition of Preference Categories

An applicant qualifies for a preference if the household meets any of the following conditions:

- (1) Living and Working in the city of Rockville
 - (a) The primary residence of the head, spouse or co-head is within the city of Rockville as verified by one of the following:

- (i) Lease, or utility bill bearing the name of the head, spouse or co-head and an address within the corporate city limits of Rockville; the address on the lease or utility bill may not be that of a currently assisted RHE Public Housing unit.
 - (ii) Photo identification issued by the state such as a driver's license; ; the address listed on the photo identification may not be that of a currently assisted RHE Public Housing unit.
 - (iii) **and**
 - (b) Head, spouse or co-head is either working or hired to work within the corporate limits of Rockville.
- (2) Living or Working in the city of Rockville
- (a) The primary residence of the head, spouse or co-head is within the city of Rockville as verified by one of the following:
 - (i) Lease, or utility bill bearing the name of the head, spouse or co-head and an address within the corporate city limits of Rockville;
 - (ii) Photo identification issued by the state such as a driver's license **or**
 - (b) Head, spouse or co-head is either working or hired to work within the corporate limits of Rockville.
- (3) A Working Family is defined as an applicant household whose head, spouse or co-head is:
- (a) Employed at the time of certification in a position providing a minimum of 20 hours of work each week; or
 - (b) Age 62 or older, or
 - (c) A person with disabilities; or
 - (d) Participating in an education or training program designed to prepare people for the job market.

RHE staff will verify that an applicant's declared address for residency or work is, in fact, located in the corporate limits of the city of Rockville by confirming that address in the listing of streets and unit numbers as provided by the city of Rockville.

3.1.c. Preference Verification

3.1.c.i. Initial Self-Certification. Verification of the local preference of living in the City of Rockville is required at pre-application. Families will self-certify all other preference eligibility and will be placed on the waiting list according to date, time, and preferences claimed.

An applicant may update his or her application by providing information in writing via email to RHE, including changes in family composition or income, or preference qualifications, at any time while on the list. RHE staff will annotate the applicant's file and will update the household's place on the waiting list.

3.1.c.ii. Final Verification of Preferences. Prior to a unit offer, the family's preference eligibility based on current circumstances must be documented through third-party verification.

3.1.d. Preference Denial.

If at final verification of local preferences, it is determined that the family does not qualify for the claimed preference, the application will be given a new place on the waiting list based on the application's lottery number or date and time of application but without benefit of the preference originally claimed.

The family will be given written notice that RHE was unable to verify its qualification for the preference status claimed and the right to request an informal review within 10 calendar days of the date of the notice sent.

RHE will not deny a local preference, nor otherwise exclude or penalize a family in admission to the program, solely because the family resides in public housing.

3.1.e. Preference Based on Income Targeting

Federal law requires that not less than 40 percent of the families admitted to a PHA's public housing program during the PHA's fiscal year from the PHA's waiting list shall be "extremely low income" families as define as 30% of the Area Median Income (AMI). 60% of families pulled from the waiting list can be "low income" families as defined as up to 80% of the Area Median Income (AMI).

3.2. APPLICATION PROCESS

Families who wish to apply to the waiting list must complete a written preliminary application for housing when the list is open. Reasonable accommodation and assistance will be provided to persons with disabilities during the application process.

The application process involves two phases: the initial pre-application for assistance, which results in the family's placement on the waiting list and

completion of a full Application for Housing Assistance when the family reaches the top of the waiting list.

3.2.a. Submitting a Pre-application.

When the public housing waiting list is open, RHE pre-application forms and instructions are on-line on RHE's website during the open period. RHE staff is available to help families with the pre-application process. The RHE pre-application form requests minimal information about the applicant family and requires the applicant's signature. The pre-application process relies on self-certification.

The waiting list application for public housing assistance may not be transferred to another household member. The assistance/public housing unit will only be issued to the head of household that is listed on the application at the time of waiting list selection.

3.2.b. Establishing the Waiting List.

Before the waiting list is opened, RHE's Board of Commissioners will approve the application method to be used. The available method may be a lottery selection or date and time of application receipt with preferences.

3.2.c. Lottery. When a lottery is to be used to determine the order of applications on the waiting list, there will be no preferences applied. RHE will employ a computerized random number generating program to assign each application a sequential number representing its waiting list placement.

After lottery numbers have been assigned and the waiting list order has been certified, the list will be reordered.

3.2.d. Date and Time of Application. If the RHE Board has determined that applications should be ordered by the date and time each application is received, pre-applications will be entered on the waiting list and ordered based on preferences claimed and date and time of application. The date and time of the application will be used to determine the sequence of applications within each preference category.

3.2.e. Notification of Initial Applicant Status. RHE maintains an interactive voice response system (IVR) that will provide applicants with their position on the waiting list. Applicants will be instructed to call the IVR to determine their waiting list status.

3.2.f. Management of the Waiting List 24 CFR 982.204

Updating Waiting List Information. Applicants must voluntarily submit updates to their contact information or waiting list preferences in writing to RHE. Once a request to update the waiting list information is received, RHE will process the update.

3.2.g. Applicant request for removal from the waiting list. 24 CFR 982.204

An applicant may be removed from the waiting list at any time by submitting a request in writing.

3.3 PROCESSING APPLICATIONS FOR ADMISSION

RHE will accept and process applications in accordance with applicable HUD regulations. RHE will assume that the facts certified to by the applicant in the preliminary application are correct, until those facts are verified later in the application process.

3.3.a. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be notified in writing through first class mail or email and asked to come to RHE for an interview to complete their applicant file. An applicant that cannot attend the originally scheduled interview may contact RHE to reschedule the application interview at least 2 business days prior to the original interview date. If the applicant contacts RHE within 2 business day of the original interview date, the applicant will automatically be scheduled to attend a pre-set make up interview date. The make-up interview date will be identified in the original letter. Applicants who fail to attend their scheduled interview or to respond to the call-in letter will be sent a notice that their application will be withdrawn from the waiting list.

3.3.b. Offer of a Unit

When a vacant unit is anticipated, RHE will contact the family on the waiting list who has the highest waiting-list ranking for the unit type available.

The Rockville Housing Enterprises will contact the family by first class mail or email making an offer of the unit. The family will be given five (5) calendar days from the date the letter was mailed or emailed to contact the RHE regarding the offer.

The family will be offered the opportunity to view the unit or similar floor plan. After the opportunity to view the unit, the family will have two (2) calendar days to accept or reject the unit. The offer and the family's decision must be documented in the applicant file.

If more than one unit of the appropriate size and type are available, the first unit to be offered will be the unit that is or will be ready for move-in first. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

3.3.c. Offering Accessible Units

RHE does not have any fully accessible ADA units, however RHE does have adapted units that offer greater accessibility for disabled residents.

When an adapted unit becomes available for leasing, RHE will offer it:

- First, to a current public housing resident having a disability that requires the special features of the vacant unit.

Second, to the next eligible qualified applicant on the waiting list

When offering an adapted unit to a non-disabled applicant, RHE will require the applicant to sign an agreement to move at their own expense to an available non-adapted unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant. A family to which such an offer is made may decline, preferring to wait for a non-adapted unit, without losing their waiting list position.

3.3.d. Rejection of a Unit

If the family rejects the offer of the unit without good cause, the family's name will be removed from the waiting list. RHE will send the family a letter documenting the offer and the rejection and informing the family of the right to an informal review.

If the family rejects a unit with good cause, the family will forfeit its place on the waiting list but will be returned to the waiting list at the end of the preference category for which the family qualifies. The method used to assign the family's new place on the waiting list will vary depending on whether the existing list was developed using a lottery or date and time of the applications submitted. If the existing list was created using a lottery, RHE will assign a new "lottery" number which is the next lower number below either the lowest number assigned through the lottery or the number that follows the most recently assigned "lottery" number given to the last applicant to reject a unit with good cause. If the existing list was created using the time and date of the applications received, the family's application will be given the time and date that the unit was rejected. The family will maintain the preferences for which they qualify if applicable.

Good cause includes reasons related to health, (for those working or going to school, inability to exist a current lease agreement.

If an applicant is willing to accept the unit offered but presents clear evidence of their inability to move at the time of the offer the family will maintain its place on the waiting list. However, if a second unit is offered and the family refuses a second unit for any reason, their application will be removed from the waiting list.

3.3.e. Acceptance of Unit

The family will be required to sign a lease that will become effective no later than fourteen (14) calendar days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in termination of the unit offer and voiding of the housing application. If the housing application is voided, the family must submit an application when the waiting list is open to have another opportunity for a unit offer.

During the Lease and Occupancy Orientation, the applicant will be provided a copy of the lease, the grievance procedure, schedules for utility allowances and excess utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with RHE personnel. The certification will be filed in the tenant's file.

3.3.f. If RHE reviews all waiting list applicants during a waitlist pull up of at least 50 people for a particular bedroom size, and there are no qualified applicants with the required preference points (if applicable) that meet the occupancy standards for that bedroom size; RHE may fill the unit with a qualified family, with the required preference points (if applicable) that does not meet the occupancy standards for that bedroom size. RHE will fill the unit with the qualified family that has a family size that is closest to the occupancy standard. At no time may a family exceed the occupancy standard at the time of admission.

The head of household and all adult family members will be required to execute the lease prior to admission. RHE and the family each receive one executed copy of the lease.

3.4 SECURITY DEPOSIT

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to: the Total Tenant Payment or \$300.00, whichever is greater.

In exceptional situations, RHE may allow a new resident to pay the security deposit in up to three (3) payments. One third shall be paid in advance, one-third with the second rent payment, and one-third with the third rent payment. This shall be at the sole discretion of the Rockville Housing Enterprises.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

CHAPTER 4: ANNUAL AND ADJUSTED INCOME AND VERIFICATION

4.1. ANNUAL INCOME

24 CFR 5.609

In calculating income RHE has implemented **PIH Notice 2016-05 Streamlining Administrative Regulation for Programs Administered by Public Housing Agencies.**

Annual income means all amounts, monetary or not, which:

- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; and
- (2) Are based on, at the time of admission, reexamination, or recertification:
 - (i.) Actual income being received (projected forward for a 12-month period);
or
 - (ii.) Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe.
- (3) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

4.1.a. **Annual Income - Includes**, but is not limited to:

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession.
 - a. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income.
 - b. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation.
 - c. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family:
- (3) Interest, dividends, and other net income of any kind from real or personal property.
 - a. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family.
 - b. Where the Family has Net Family Assets in excess of \$5,000, Annual income includes the greater of the actual income derived from all Net

Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

- (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment (*except as described under "Annual Income Excludes" below*);
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (*except as described under "Annual Income Excludes" below*);
- (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (7) Payment of a welfare allowance or grant, including any imputed welfare income (see Glossary);
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the Family, spouse, or other family members or whose dependents are residing in the unit (*except as described under "Annual Income Excludes" below*); and

4.1.b. Annual Income - Excludes the following:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (see Glossary);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts received by the family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

- (8) Amounts received under training programs funded by HUD;
- (9) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- (10) Amounts received by a participant in other publicly-assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- (11) A resident service stipend. This is a modest amount, not to exceed \$200 per month, received by a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development;
- (12) Incremental earnings and benefits from participation in qualifying state or local employment training programs and training of a family member as resident management staff when the training program includes clearly defined goals. Payments may be excluded only while the family member participates in the training program.
- (13) Temporary, nonrecurring or sporadic income (including gifts) (see Glossary);
- (14) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- (15) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (16) Adoption assistance payments in excess of \$480 per adopted child;
- (17) Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum;
- (18) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (19) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- (20) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of

assistance programs that includes assistance under the United States Housing Act of 1937. These exclusions include:

- (i) Food Stamp allotment;
- (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (iii) The first \$2,000 in payments per year received under the Alaska Native Claims Settlement Act;
- (iv) Income derived from certain sub marginal land of the United States which is held in trust for certain Indian tribes;
- (v) Payments or allowances made under Department of Health and Human Services' Low-Income Energy Assistance Program;
- (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- (vii) Income derived from the disposition of funds of the Grant River Band of Ottawa Indians;
- (viii) The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior and up to \$2,000 per year of income received by individual Indians from trusts or restricted lands held by the Secretary of Interior for the benefit of individual Indians. (Exclusions apply on a per person basis);
- (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
- (xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other Agent Orange settlement fund;
- (xii) Payments received under the Maine Indian Claims Settlement Act of 1980;

- (xiii) The value of any child care provided or reimbursed under the Child Care and Development Block Grant Act of 1990; and
- (xiv) Earned income tax credit refund payments;
- (xv) The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs; and
- (xvi) Payments for living expenses under the AmeriCorps Program.

4.1.c. Historical amounts.

If RHE is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, RHE may average past actual income received or earned within the 12 months before the certification date to calculate annual income.

RHE may also ask the family to provide documentation of current income. If the family can provide acceptable documentation dated within the 60-day period preceding the certification request date, RHE may use this documentation to determine annual income.

RHE may reject any income documentation based on reasons described by HUD.

4.1.d. Averaging Income.

All current income should be annualized. If income cannot be anticipated, RHE staff will average the known sources of income, or annualize the current income and conduct an interim exam if income changes.

For 10 month employees, RHE will annualize the income based on the actual 10 months worked. Therefore families will not be able to request an interim re-examination for the two months not worked as the 10 month annualization takes the two non-working months into account.

4.1.e. Minimum Income.

There is no minimum income requirement. Families who verify their income at zero may be served, but must report any income within 10 business days of the increase in income.

4.1.f. Income of Absent Family Member.

Any member of the household will be considered permanently absent if he or she is away from the unit for more than three consecutive months or more than 120 days in a calendar year.

A family member who is absent due to hospitalization or other confinement for medical reasons may continue as a member of the household for up to 180 days if verification of the medical need for confinement is received from a medical professional.

The income of the family member who is temporarily absent is included in the annual income for the household.

4.1.g. Income of Dependent.

Although the earned income of minors is not included in annual income, benefits and other non-earned income are included.

4.1.h. Reductions in Welfare Assistance 24 CFR 5.615

Neither annual income nor rent is adjusted to reflect a loss of welfare payments when the welfare reduction is the result of fraud, failure to participate in an economic self-sufficiency program or failure to comply with a work requirement.

The term “imputed welfare income” is used for the amount of lost welfare income that is included in annual income. “Imputed welfare income” is equal to the amount of the welfare reduction less any new income acquired by the family since the welfare reduction. When the new income equals the welfare reduction, imputed welfare income is reduced to zero.

RHE will obtain written verification from the welfare agency that a family’s benefit reduction was due to fraud or noncompliance before refusing to reduce the family’s rent. This provision does not apply if welfare benefits are reduced due to a lifetime limit on the receipt of benefits or a situation in which the family has complied with welfare requirements but cannot find employment.

The provision does not apply to a family that was not a public housing resident at the time of the welfare sanction.

RHE is not responsible for determining whether a deduction of welfare benefits by the welfare agency was correctly determined by the welfare agency.

4.1.i. Earned Income Disregard 24 CFR 960.255

In accordance with PIH Notice 2016-05, RHE will implement the streamlined provisions related to the Earned Income Disregard (EID).

The new regulatory provisions are limited to 24 straight months the time period during which a family member is eligible to receive the benefit of the earned income disregard (EID), which streamline the administration of the EID by eliminating the requirement for PHAs to track family member changes in employment over a 4-year period. Some increases in the earned income of persons who were previously unemployed or were

participating in a self-sufficiency program or receiving TANF will be excluded from annual income for a period of two years.

This exclusion pertains only to a resident whose income increases if that person:

- (1) Was unemployed for the past year or more; or
- (2) Is participating in any economic self-sufficiency or other job training program; or
- (3) Became employed or received increased earnings during or within six months after receiving assistance benefits or services under any state TANF program.

Once a family member is determined to be eligible for the EID, the 24-calendar month period starts;

- If the family member discontinues the employment that initially qualified the family for the EID, the 24-calendar month period continues;
- During the 24-calendar month period, EID benefits are recalculated based on changes to family member income and employment;
- During the first 12-calendar month period, RHE must exclude all increased income resulting from the qualifying employment of the family member. After the first 12-calendar month period, RHE must exclude from annual income of the family at least 50 percent of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);
- The EID benefit is limited to a lifetime 24-month period for the qualifying family member;
- At the end of the 24 months, the EID ends regardless of how many months were "used."

4.2. INCOME FROM ASSETS

24 CFR 5.603 and 5.609

Income received from assets held by household members is included in annual income. When net family assets are \$5,000 or less, the actual income from assets is added to annual income. If assets total more than \$5,000, income from the assets is "imputed," and the greater of actual asset income and imputed asset income is counted in the annual income.

In accordance with PIH Notice 2016-05, RHE must obtain third-party verification of all family assets upon admitting a family to the public housing program and then again at least every 3 years thereafter. During the intervening annual reexaminations, RHE has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the

declaration. If a family submits such a declaration, then RHE does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$5,000. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058.

RHE may obtain a family's declaration of assets under \$5,000 at the family's next interim or annual reexamination following adoption of the provision in the ACOP.

RHE is required to have all family members 18 years of age and older sign the family's declaration of total assets. For ease of implementation, RHE may require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

Whenever a family member is added, RHE must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, RHE must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then RHE is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 years.

4.2.a. Assets Include:

- (1) Amounts in savings and checking accounts
- (2) Stocks, bonds, money market funds and other investment accounts
- (3) Equity in real property or other capital investments
- (4) Cash value of trusts available to the family
- (5) Retirement savings accounts
- (6) Lump sum payments including inheritances, lottery winnings, capital gains, and insurance settlements
- (7) Personal property held as investments, such as collections
- (8) Cash value of life insurance policies
- (9) Assets disposed for less than fair market value but more than \$2,000 during the two years preceding the eligibility certification for the program

4.2.b. Assets Exclude:

- (1) Necessary personal property such as furniture and automobiles
- (2) Interest in Indian trust lands
- (3) Assets that are part of an active business or farming operation

- (4) Assets not accessible by the family, such as a trust
- (5) Handicapped-equipped vehicles
- (6) Equity in cooperatives or manufactured homes occupied by the family
- (7) The value of a home currently being purchased through the Section 8 Homeownership program. This exclusion is limited to the first ten years after the purchase date of the home.

4.2.c. Net Family Assets means the net cash value of all household assets after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.

4.2.d. Assets Disposed of for Less than Fair Market Value.

In determining net family assets, RHE shall include the value of any family assets disposed of by an applicant or tenant for less than fair market value that is in excess of the consideration received therefore. Such amounts shall be counted as assets for two years following the date of disposition. These amounts will be counted only when the total value of assets disposed of exceeds \$2000.

Assets disposed of as the result of a separation or divorce settlement, foreclosure, or bankruptcy will not be considered to be disposed of for less than fair market value

4.2.e. Trusts.

A trust over which members of the household have no control and to which they have no access will not be considered an asset. Any income distributed from the trust to a member of the household shall be counted when determining annual income.

4.2.f. In verifying assets, RHE will implement PIH Notice 2016-05.

Under this provision, RHE must obtain third-party verification of all family assets upon admitting a family to the HCV or public housing program and then again at least every 3 years thereafter.

During the intervening annual reexaminations, RHE has the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then RHE does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to \$5,000. The total amount of the expected income from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058.

RHE may obtain a family's declaration of assets under \$5,000 at the family's next interim or annual reexamination following adoption of the provision in the Admin. Plan.

RHE is required to have all family members 18 years of age and older sign the family's declaration of total assets. RHE will require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

ADJUSTED INCOME

24 CFR 5.611 (See Glossary)

Adjusted income is annual income after deducting the following allowances.

- (1) **Dependent Allowance.** \$480 for each dependent
- (2) **Elderly Household Allowance.** \$400 for an elderly family or disabled family
- (3) **Allowance for Medical Expenses.** An allowance for medical expenses is given to any family in which the head, spouse or co-head is elderly (62 years or older), or disabled. The amount of the allowance is equal to the total of medical expenses for all family members less 3% of annual income. The date of the medical expense verification must be within 12 months of the recertification appointment letter.
- (4) **Allowance for Childcare Expenses.** An allowance for the care of children less than 13 years of age is given to enable a family member to work, search for work or go to school. The allowance cannot exceed the amount earned by the member able to work because childcare was available. An allowance is not given for any childcare cost that is reimbursed by anyone outside the family (for example, Purchase of Care or Working Parents' Assistance Programs).
 - a. **The following documentation will be accepted as validation of payment of child care expenses.**
 - i. **A detailed receipt from the child care provider that includes the date(s) of service, amount paid, and name of the child for which the service is provided.**
 - ii. **A copy of the canceled check to the child care provider RHE's Child Care Deduction Third party verification form**
 1. Form must be fully completed by the Child Care Provider.
- (5) **Allowance for Disability Assistance.** An allowance is deducted to cover an expense exceeding 3% of annual income for a care attendant or any "auxiliary apparatus" for a disabled family member if:

- a. The expense enables an adult family member to work (including the disabled family member); and
- b. The allowance does not exceed the amount earned by the member or members who are enabled to work by the expense.
- c. If a household is eligible to receive an allowance for medical expense and disability assistance, 3% of income is deducted first from total medical expenses. If 3% of income is greater than total medical expenses, the remainder of the 3% is deducted from disability assistance expenses.

4.3. VERIFICATION PROCEDURES

RHE must verify all factors affecting a household's eligibility, preference and rent payment.

In accordance with PIH Notice 2016-05 RHE will implement streamlined annual re-examinations for fixed sources of income which allows RHE to verify fixed sources of income every 3 years.

This notice allows RHE the discretion to adopt a streamlined income determination for any family member with a fixed source of income. Note that the family member may also have non-fixed sources of income, which remain subject to third-party verification. Upon request of the family, RHE must perform third-party verification of all income sources. Note that this provision pertains only to the verification of sources of income; RHE will continue to conduct third-party verification of deductions.

For purposes of this Notice, the term "fixed-income" includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

The provision is not available for program applicants.

In the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year of employing a streamlined income determination, RHE must determine whether a source of income is fixed. RHE may do this by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed. RHE may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. RHE must document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). **For any family member whose income is determined pursuant to a streamlined income determination, third-party verification of all income amounts for all family members must be performed at least every three years.**

This means that, for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

4.3.a. EIV and Third-Party Verification

Wherever possible, RHE must obtain verification from third-party sources. For current program participants, verification of employment income or Social Security or unemployment benefits must include data from HUD's Enterprise Income Verification (EIV) system. Through its EIV system, HUD provides employment data reported to state wage information agencies and information on amounts paid as Social Security or unemployment benefits.

In addition to EIV data, RHE requires verification directly from the source of income, from those who receive payment for deductible expenses and from institutions or professionals who have information relevant to a family's eligibility or rent.

Third-party verification may include:

- (1) Authentic documentation brought in by the family;
 - (a) Note; Documents provided must not be altered or redacted in any way, including but not limited to pay stubs, bank statements, expense verifications. Altered or redacted documents provided will not be accepted.
 - (b) Bank statements may be used to validate income received but not reported.
 - (c) Bank statements may be used to validate the existence of other bank accounts/asset that was not reported.
 - (d) Paystubs may be used to validate the existence of a bank account/asset that was not reported.
- (2) Written verification mailed directly from the third party to RHE;
- (3) Oral verification, generally by telephone, when RHE staff is able to determine that the person providing information is the person who should be providing the required verification; or
- (4) Electronic verification sent directly to RHE by fax or obtained from the internet.

Third-party verification can be hand carried by the family. Telephone calls to obtain third-party oral verification must be originated by RHE staff. Staff must document an oral verification in writing in the file including the date of the conversation, the name and position of the person providing the information and the information provided.

On any occasion that RHE is unable to obtain third party verification, staff must document the participant file to explain why.

4.3.b. Review of Documents

When third-party verification cannot be obtained, staff will review original documents provided by the family. Staff may use a review of documents in instances where no

third-party source is available (for example, date of birth) or when staff has made two attempts to obtain third-party verification over a two-week period without result. All attempts to obtain verification must be documented in the tenant file.

4.3.c. Tenant Self-Certification

RHE may accept a family's self-certification of relevant facts only when no other verification has been possible. A self-certification does not need to be notarized, but it must be signed and dated by the family member making the certification.

4.3.d. Timing of Verification

Verification must be dated within 60 days of the date a certification or recertification request date. If verification is more than 60 days old of the certification or recertification request date, RHE will obtain new verification.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, RHE will determine which information is the most accurate and implement interim rent changes if required.

The table on the next page outlines factors that must be verified and common methods that can be used for verification.

4.3.e. Verifying a Departing Household Member

Families reporting that an adult member has left the household must provide verification of that departure. Verification must be conclusive evidence that the departing member has a new residence. Examples of acceptable documents include an executed lease in the member's name, a new driver's license with a new address, or a current utility bill or bank statement with a new address. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

4.3.f. Verifying use of the Resident Address by an Unauthorized Occupant

Section IV Occupancy of the lease prohibits persons not on the lease to utilize the unit address to occupy to receive mail to operate a business or to conduct illegal activity.

If RHE discovers through the use of the United States Postal Service postal verification that a person not on the lease is utilizing the unit address; RHE will require the Resident to provide evidence that the person is not residing in the unit and is no longer utilizing the unit address. Evidence may include a lease agreement for the address in which they reside, a utility bill, tax return, pay stub, vehicle registration, pay stub, or other reliable verification of the address of the unauthorized occupant. RHE may utilize other means of verification of address such as US Case Search or other recognized sources of information.

Evidence of occupancy by an unauthorized occupant can also include documentation of clothing and other personal items noted during a housekeeping inspection.

CHAPTER 5: RENT DETERMINATION

5.1. DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

5.1.a. Family Choice

At admission and each year before the annual reexamination, each family is given the choice of an income-based rent or a flat rent.

5.1.b. Income-Based Rent

A family who selects an income-based rent will pay the highest of:

- 10% of monthly income;
- 30% of adjusted monthly income; or
- The minimum rent.

This amount is referred to as the Total Tenant Payment or TTP.

5.1.c. Flat Rent

Flat rents represent the market value of RHE's housing units. RHE sets a flat rent for each public housing unit determining what a market tenant would be willing to pay for rent based on the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The amount of the flat rent is reevaluated annually and adjustments applied as necessary. Rent changes become effective on the anniversary date for each affected family after the family has received a 30-day notice of the change.

RHE posts a schedule of flat rents at the central office.

Families who opt for the flat rent go through an income reexamination every three years, rather than annually.

A family paying a flat rent will be offered the opportunity to return to an income-based rent once each year at the family's recertification date. Between anniversary dates, a family may ask to return to an income-based rent only when changes in family circumstances make the flat rent a hardship for the family. (See Interim Recertifications.)

5.1.d. Minimum Rent

RHE requires residents to pay a minimum rent of \$50 for the cost of rent and utilities. However if the family requests a hardship exemption, RHE will immediately suspend the minimum rent for the family until it can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A hardship may exist in the following circumstances:

- When a family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
- When the family would be evicted as a result of the imposition of the minimum rent requirement;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
- When a death has occurred in the family.

No hardship. If RHE determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. RHE will review all assets including savings, 401K and other sources of cash available to the tenant when determining if a hardship exists.

Temporary hardship. If RHE reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. RHE will offer a repayment agreement in accordance with Section 6.2.d. of this policy for any rent not paid during the period of suspension. During the suspension period RHE will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

Long-term hardship. If RHE determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

Appeals. The family may use the grievance procedure to appeal a determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

5.1.e. Rent for Mixed Families

A mixed family is one in which some members are citizens or eligible immigrants and some members are not citizens and do not have eligible immigration status. The family's assistance will be prorated in accordance with PIH Notice 2016-05:

PIH Notice 2016-05 changes the methodology for calculating public housing rents for mixed families by requiring PHAs to use the established flat rent applicable to the units. Currently, PHAs use the more complicated system to calculate prorated rent for families by requiring PHAs to determine the maximum rent by establishing the 95th percentile of

all total tenant payments (TTP) for each bedroom size. Further, this rule eliminates an error in the current regulations and in HUD's PIC system which incorrectly reduces the rent of some mixed-families below their TTP. A mixed family is a family whose members include those with citizenship or eligible immigration status *and* those without citizenship or eligible immigration status.

This method of prorating assistance applies to new admissions and annual reexaminations after the effective date of the regulation of April 7, 2016.

Under this rule, RHE must complete the following steps:

- Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy."
- Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family's TTP is greater than the maximum rent, RHE must use the TTP as the mixed family TTP.

5.2. PAYING RENT

Rent and other charges are due and payable on the first day of the month. All charges assessed under the lease constitute rent and should be paid at 621-A Southlawn Lane, Rockville, MD. As a safety measure, no cash can be accepted.

Rent Collection Staff will not fill in blank spaces on a money order, cashier check or check for a tenant when collecting the rent.

If rent is not paid by the fifth of the month, a Notice Of Late Payment will be issued to the tenant. A 5% late fee will be charged for all rents received after the 10th of the month. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered non-payment of rent. Returned check fees will be applied to the tenant's outstanding rent balance. Rent paid after the 10th of the month must be in the form of a money order or certified check; no personal checks will be accepted for payments received after the 10th of the month.

RHE's acceptance of partial payments shall not constitute a waiver of a notice of termination unless agreed to in writing by RHE.

5.3. UTILITIES

5.3.a. Utility Allowance

Where a resident paying an income-based rent is responsible for some or all utilities, the rent is reduced by the amount of a utility allowance for that unit. Flat rents are set at a level that account for resident paid utilities.

RHE establishes a utility allowance schedule for all tenant-paid utilities. The allowance is based on the cost for reasonable consumption of utilities by an energy-conservative household of modest circumstances. Allowances are evaluated annually and must be adjusted at any time utility rates have changed by 10%.

The utility allowance is subtracted from the family's income-based Total Tenant Payment to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to Rockville Housing Enterprises. The amount of the utility allowance is available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Paying the utility bill is the resident's obligation under RHE's lease. Failure to pay utilities is grounds for lease termination and eviction.

If a resident's Total Tenant Payment is less than the utility allowance, RHE will pay a utility reimbursement equal to the difference between one month's total tenant payment and the utility allowance to the resident to enable the resident to pay the utility company.

When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that RHE will be notified if the resident fails to pay the utility bill.

If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, the applicant will not be admitted and will receive a Notice of Rejection

5.3.b. Excess Utility Charges

RHE also has a schedule of consumption allowances for apartments at David Scull Courts where RHE pays electric bills and monitors the actual usage recorded by a check meter for each apartment. Any consumption in excess of the consumption allowance is billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place.

Families with high utility costs are encouraged to contact RHE for an energy analysis. The analysis may identify problems that can be corrected to reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their consumption.

Residents with disabilities may ask RHE to provide a higher utility allowance or reduced charge for excess utility consumption as a reasonable accommodation if the resident can verify a need for special equipment because of the disability.

**CHAPTER 6: CONTINUED OCCUPANCY:
Annual and Interim Reexamination, Community Service**

6.1. ANNUAL RECERTIFICATIONS

At least annually, RHE will conduct a recertification of family circumstances for every resident and provide each family the opportunity to make a choice between an income-based rent and a flat rent.

All residents paying an income-based rent must complete an annual recertification of income. Residents paying a flat rent must complete an income recertification every three years.

Before a resident's annual renewal date, RHE will send a notification letter to schedule the family for a recertification interview and to give them the option of an income-based rent or a flat rent. The letter will include instructions as to what information must be provided at the interview. All residents will be required to sign a form indicating their request for a flat rent or an income-based rent for the coming year.

Residents paying a flat rent will be required to provide current information about family composition. They will be informed of the date of their next recertification of income and of the approximate amount and effective date of any anticipated rent increase.

Residents paying an income-based rent and flat-rent residents scheduled for a triennial income review will be asked to provide complete information about all factors related to income and rent. The family will inform RHE of its preference for an income-based rent or a flat rent at the interview.

A family may contact RHE prior to the appointment to request a reasonable accommodation for a disability.

During the appointment, RHE will determine whether a family's composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list. Families will be moved to the appropriately sized unit in order of the length of time the family has been in the wrong sized units. For example, the family that has been over/under housing the longest will be the first family selected to move to the most appropriately sized unit. Exceptions may be made for a family requiring a reasonable accommodation.

Unit Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0-BR	1	2
1-BR	1	4
2-BR	2	6
3-BR	4	8

4-BR	5	10
5-BR	8	12
6-BR	10	14

The maximum number of persons in a household represents the number of persons in a household that will deem the household to be over crowded. If the household reaches the maximum, the family will be required to move to an appropriate sized unit. Initial occupancy qualification for program admittance or program moves will be based on the minimum occupancy standard.

6.1.b. Missed Appointments

If the family fails to respond to the letter and fails to attend the interview,

If the family is unable to attend the recertification appointment, two make-up appointment days will be provided in the original recertification scheduling letter. If the family does not attend either the original appointment or the make date options, the family will receive a notice of termination for non-compliance.

6.1.c. Effective Date of Rent Changes for Annual Reexaminations

The new rent will generally be effective upon the anniversary date. A family will be given 30 days notice of any rent increase.

If the rent determination is delayed due to a reason beyond the control of the family, a rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction, the reduction will be effective on the anniversary date.

If the family caused a delay in recertification procedures, any increase in rent will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

6.2. INTERIM REEXAMINATIONS

All residents are required to report any change in family composition within 10 calendar days of the change. Failure to report within 10 calendar days may result in eviction for non-compliance with lease requirements or in a retroactive rent increase. Failure to report a change will not result in a retroactive rent reduction.

6.2.a. Required Interim Changes

Families paying an income-based rent are required to report the following changes to income within 10 days of the change:

- All increases in income either earned or unearned by any and all family members including but not limited to the following:
 - An unemployed person becomes employed

- A person who had no income begins to receive income of any kind
- A family may report a change that would result in a decrease in rent. RHE will process any such change that will last more than 30 days.

A family paying a flat rent may report a change and request to change to an income-based rent if:

- The family's income has decreased; or
- Expenses that may be deducted from income have increased; or
- The family faces other circumstances which create a hardship and an income-based rent would be more financially feasible for the family.

6.2.b. Effective Date of Rent Changes Due to Interim or Special Reexaminations

A family may report a decrease in income or an increase in expenses related to allowable deductions. RHE will conduct an interim recertification to reduce a family's rent for any change that will last more than 30 days.

- (i) **Verification at Interim Recertifications. At an interim recertification, the family information that has changed is verified. Per HUD regulations an EIV will be pulled for each interim transaction.**
- (ii) **Interim Recertifications will be processed within 60 days of receiving the completed Interim Recertification packet.**
 - a. **An interim recertification packet is not considered complete until ALL requested documents have been received. Once ALL requested documents have been received, the 60 day processing time will begin.**
 - b. **If requested documents are not received by the deadline noted in the missing document notification. The interim will be discarded and must be resubmitted with all of the requested documents. The 60 day processing time will begin upon resubmission and acceptance of the completed recertification packet.**

(iii) **Effective Date of Tenant Rent Portion Changes. Generally, following an interim recertification:**

- a. **A tenant rent portion increase will be effective the first day of the month following a 30-day written notice to the family of the new rent amount;**
- b. **A tenant rent portion decrease will be effective the first day of the month, following the 15 days after the completed interim recertification packet is received and accepted. For example if an interim recertification is received completed and is accepted on June 15, the Recertification will be effective for July 1. If the completed recertification packet is received and accepted on June 30, the recertification will be made effective for August 1. However, if the family has failed to report a required change that would result in a**

rent increase, the change will be effective retroactively to the date it would have been effective had the family reported the information on time.

Notice of any change in the tenant rent portion and its effective date will be sent by mail or email to the owner and the family.

6.2.c. Repayment Agreements

At its sole discretion, RHE may offer a repayment agreement to a resident who is unable to pay a balance due RHE by the due date. Repayment agreements must be in writing and signed by RHE and the head of household. Repayment Agreements will be offered in accordance with PIH Notice 2013-06. Failure to comply with terms of a repayment agreement is cause for termination of tenancy.

6.2.d. Remaining Family Members and Prior Debt

Remaining family members age 18 years or older will be held responsible for arrearages incurred by the former head or spouse. RHE will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

6.3. COMMUNITY SERVICE REQUIREMENT

24 CFR 960.600-609

RHE will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

An unemployed adult resident who is not identified as exempt is required to perform eight hours of community service every month.

6.3.b. Exempt Adult

The community service requirement applies to all adults who are not exempt. Exempt adults are family members who:

- Are 62 years of age or older;
- Have a disability that can be verified that prevents him/her from being gainfully employed;
- Is verified to be the fulltime caretaker of a disabled person;
- Is working at least 20 hours a week; or

Attends a training program.

- Qualifies as a full-time student at a secondary school or an institution of higher learning

6.3.c. Service Requirements

At least eight hours of activity must be performed each month.

RHE will make the determination whether to allow or disallow a deviation from the schedule.

The eight hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.

Political activity is excluded.

Community service activity must not take the place of work performed by paid employees.

6.3.d. Family Obligations

At lease execution and recertification all adult members of a public housing family must:

- Sign a certification that they have received and read this policy and understand that, if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
- Certify and provide documentation for each adult family member that she/he is or is not exempt from the Community Service requirement.
- Submit monthly a completed form documenting activities performed by each non-exempt family member (including for those family members who were non-exempt for a portion of the year).

6.3.e. Change in Exempt Status

If a non-exempt person becomes exempt between annual reviews, it is his/her responsibility to report this to RHE. Similarly, if an exempt person becomes non-exempt, it is his/her responsibility to report this to the RHE. RHE will provide the person with the Recording/Certification documentation form and information on volunteer and training opportunities.

6.3.f. RHE Obligations

To the greatest extent possible, RHE will:

Provide names and contact information for agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/Self-Sufficiency obligations;

include a disabled person who is otherwise able to be gainfully employed since such an individual is not exempt from the Community Service requirement; and
Provide referrals for volunteer work or self-sufficiency programs.

RHE will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution. RHE will make the final determination as to whether or not a family member is exempt from the Community Service/Self-Sufficiency requirement. Residents may use RHE's Grievance Procedure if they disagree with RHE's determination. RHE will review and verify family compliance with service requirements annually.

6.3.g. Unit Downsizing

In the event there is more than one household that is over housed, RHE will utilize the following order in determining which household is downsized first.

- Households needing a Reasonable Accommodation
- Households that request to be downsized for reasons other than a Reasonable Accommodation
- The Household that has been over housed for the longest period of time.

6.3.h. Over Income Families – PIH Notice 2019-11 & 83 F.R. 35490

At each annual recertification, families will be assessed to determine if they are over income. Over income is defined as incomes over 120% of the AMI. If RHE discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, RHE must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later.

If one year after the initial over-income finding by RHE, the family's income continues to exceed the over-income limit, RHE must provide written notification to the family. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to paying the Fair Market Rent or termination within 6 months of the second income determination. If the initial over-income determination was made during an interim reexamination, RHE must conduct a second interim income reexamination on that date one year later. However, if RHE discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

Any family that is deemed over income because of an interim or annual reexamination that takes place by March 24, 2019 will be subject to the over income limit provisions.

CHAPTER 7: INSPECTIONS

7.1. Move-in Inspections

Rockville Housing Enterprises (RHE) and an adult member of the family will inspect the unit prior to occupancy of the unit by the family. Both parties will sign a written statement of the condition of the premises and all equipment. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

7.2. Annual Inspections

RHE will inspect each public housing unit annually to ensure that each unit meets RHE's housing standards. Work orders will be submitted and completed to correct any deficiencies.

7.3. Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Rockville Housing Enterprises.

7.4. Housekeeping Inspections

At least once each year, and more often if necessary, RHE will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

7.5. Notice of Inspection

For annual inspections, special inspections, and housekeeping inspections the Rockville Housing Enterprises will give the tenant at least two days written notice.

7.6. Emergency Inspections

If any employee and/or agent of RHE has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

7.7. Pre-Move Out Inspections

When a tenant gives notice that they intend to move, RHE will offer to schedule a pre-move-out inspection with the family. The inspection allows RHE to help the family identify any problems that, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling RHE to ready units more quickly for future occupants.

7.8. Move-Out Inspections

RHE conducts a move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

7.9. Lead Based Paint Inspections

Lead Based Paint Inspections will be performed in accordance with the most current State of Maryland and City of Rockville requirements. As of the date of this updated plan, for all units that do not have a Lead-Free designation, at each new move in, the unit will be tested for the presence lead based paint by a certified LBP inspector. A copy of the results will be provided to the tenant at move in.

CHAPTER 8: LEASE TERMINATION

8.1. Termination By Tenant

The tenant may terminate the lease at any time by submitting a 60-day written notice. If the tenant vacates prior to the end of the sixty (60) days, she/he will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

8.2. Termination By RHE

RHE will terminate the lease for serious or repeated violations of material lease terms. Three lease violations received within a 12 month period will result in a lease termination. Please note, for serious lease violations, termination may proceed immediately following the violation. Such violations include but are not limited to the following:

- Nonpayment of rent or other charges;
- A history of late rental payments;
- Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- Failure to allow inspection of the unit;
- Failure to maintain the unit in a safe and sanitary manner;
- Assignment or subletting of the premises;
- Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- Destruction of property;
- Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Rockville Housing Enterprises;
- Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and

- RHE Fighting Policy – Lease Violation – Three Strikes
 - If any member of a RHE PH household or guest of a RHE PH household is reported to have been involved in a physical or verbal altercation with a member or guest of another RHE PH household on RHE property; and there is a preponderance of evidence of involvement of the accused household members in the altercation, both households will receive a lease violation. The lease violation will be given to both parties involved regardless of which household member or guest is reported to have initiated the incident.
 - RHE will terminate the lease of any household receiving more than three fighting related lease violations. The lease will be terminated and eviction proceedings will ensure after the third fighting lease violation is received.
- Other good cause.

The Rockville Housing Enterprises will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

RHE may terminate the lease if any member of the household engages in physical or verbal abuse toward RHE staff or contractors acting on behalf of RHE. Abuse may include but is not limited to the use of profane language; yelling at RHE staff or other verbal or physical assaults.

8.2.a. Notice of Lease Termination

No resident shall be served a Notice of Lease Termination without being told by RHE in writing the reason for the termination.

When applicable, the termination notice will inform the resident of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish. Residents may not be eligible for the Grievance Procedure if the lease has been terminated for certain actions including any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or RHE employees and any drug-related criminal activity.

Notices of lease termination may be sent by USPS First Class mail, email, served personally or posted on the unit door.

The termination notice will include a statement describing the right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

8.2.b. Abandonment

RHE will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, RHE will put a notice of intent to enter the unit to confirm the family has abandoned the unit 24 hours before entering the unit. A Rockville Housing Enterprises representative may enter the unit and remove any abandoned property that has been left for five or more days. RHE will forward a notice to the resident at the last known address of its intent to dispose of the property. If no response is received by the resident, the property will be disposed of and the charges for disposal will be added the resident's account.

8.2.c. Return of Security Deposit

After a family moves out, the RHE will return the security deposit plus applicable interest within 45 days in accordance with state law or give the family a written statement within 45 days reporting why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

8.2.d. Recordkeeping Requirements

RHE maintains a written record of every termination and/or eviction including the following information for 3 years:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

8.3. VIOLENCE AGAINST WOMEN

8.3.a. **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY Purpose and Applicability:** The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth Rockville Housing Enterprises (RHE) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. This Policy shall be applicable to the administration by(RHE) of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 et seq.). Notwithstanding its title, this

policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

8.3.b. Goals and Objectives: This Policy has the following principal goals and objectives: Maintaining compliance with all applicable legal requirements imposed by VAWA; Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by RHE; Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking; Creating and maintaining collaborative arrangements between (RHE), law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by RHE; and taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

8.4. Definitions - As used in this Policy:

8.4.a. Domestic Violence – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.

8.4.b. Dating Violence – means violence committed by a person— who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

8.4.c. Stalking –

- (i) means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (ii) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - a. that person;

- b. a member of the immediate family of that person; or
 - c. the spouse or intimate partner of that person;
- 8.4.d. Actual and Imminent Threat-** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential would occur.
- 8.4.e. Immediate Family Member** - means, with respect to a person –
- (i) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
 - (ii) Any other person living in the household of that person and related to that person by blood or marriage.
- 8.4.f. Affiliated Individual-** with respect to an individual, means:
- (i) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - (ii) Any individual, tenants and lawful occupants.
- 8.4.g. Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.
- 8.4.h. Bifurcate-** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and state or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the occupancy of the remaining tenants and lawful occupants.
- 8.4.i. Covered Housing Provider-** Refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHA's, sponsors, owners, mortgagors, managers, state and local governments or agencies, thereof, nonprofit or for-profits organizations or entities.
- 8.17. a. Admissions and Screening: Non-Denial of Assistance:** RHE will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- 8.17. b. Admissions Preference:** Applicants for rental assistance from RHE will not receive a preference in admissions by virtue of their status as victims of domestic violence.
- 8.17. c. Mitigation of Disqualifying Information:** When so requested in writing by an applicant for assistance whose history includes incidents in which the

applicant was a victim of domestic violence, RHE, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, RHE shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. RHE will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

8.18. a. Termination of Tenancy or Assistance:

8.18. b VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by RHE:

- (i) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
- (ii) In addition to the foregoing, tenancy or assistance will not be terminated by RHE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - (iii) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither RHE nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
 - (iv) Nothing contained in this paragraph shall be construed to limit the authority of RHE or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or RHE, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
 - a. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, RHE or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or

remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by RHE. Leases used for all public housing operated by RHE and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph

8.19. a. Verification of Domestic Violence, Dating Violence or Stalking:

- i. Requirement for Verification. The law allows, but does not require, RHE or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE. Section 8 owners or managers receiving rental assistance administered by RHE may elect to require verification, or not to require it as permitted under applicable law.

8.20. a. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways.

8.20. b. HUD-approved form - by providing to RHE or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

- (i) **Other documentation** - by providing to RHE documentation signed by an employee, agent, or volunteer of a victim service provider, an

attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

- (ii) **Police or court record** – by providing to RHE a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question. 23-5
- (iii) **Time allowed to provide verification/ failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by RHE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- (iv) **Waiver of verification requirement.** RHE, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the RHE. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

8.21. a. Confidentiality:

8.21. a. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to RHE in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. Requested or consented to by the individual in writing, or
2. Required for use in a public housing eviction proceeding, as permitted in VAWA, or
3. Otherwise required by applicable law.

8.21. b. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by RHE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

8.22. a. Transfer to New Residence:

8.22. b. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, RHE will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence, dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8.22. c. **Action on applications.** RHE will act upon such an application promptly, which shall be defined as 10 business days.

8.22. d. **No right to transfer.** RHE will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of RHE, and this policy does not create any right on the part of any applicant to be granted a transfer.

8.22. e. **Family rent obligations.** If a family occupying RHE public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by RHE. In cases where RHE determines that the family's decision to move was reasonable under the circumstances, RHE may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

ii. **Portability.** Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

8.23. a. **Court Orders/Family Break-up:**

8.23. b. **Court orders.** It is RHE policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by RHE and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

8.23. c. **Family break-up.** Other RHE policies regarding family break-up are contained in RHE Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

- (i) **XI. Relationships with Service Providers:** It is the policy of RHE to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If RHE staff becomes aware that an individual assisted by RHE is a victim of domestic violence, dating violence or stalking, RHE will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring RHE either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. RHE annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships. 23-7.
- (ii) **XII. Notification:** RHE shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.
- (iii) **XIII. Relationship with Other Applicable Laws:** Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.
- (iv) **XIV. Amendment:** This policy may be amended from time to time by RHE as approved by the RHE Board of Commissioners or its designated official.

ROCKVILLE HOUSING ENTERPRISES**PET POLICY***ADDENDUM TO DWELLING LEASE AGREEMENT*

In accordance with the Quality Housing and Work Responsibility Act, residents living in Public Housing properties managed by the Rockville Housing Enterprises (RHE) are permitted to own and keep common household pets in their respective units, subject to the following rules and regulations:

Common household pets include dogs, cats, birds, fish, gerbil, guinea pig or hamster. Snakes and other reptiles, livestock and exotic animals are prohibited.

Rockville Housing Enterprises reserves the right to decline to approve a particular pet or to authorize a resident to own and maintain a pet at a RHE property. RHE reserves the right to suspend or revoke the approval or authorization to own and maintain a pet if the resident fails to comply with the terms of this policy; or RHE has a reasonable basis or good cause to believe that a resident should not be permitted to own and maintain a pet; and or the pet believed to be a threat to the health and safety of other residents.

These rules are part of the Dwelling Lease between RHE and the resident by reference and are enforceable accordingly.

1. **Approval by RHE must be received in advance of allowing any pet in a unit.** This will be evidenced by a completed pet application, receipt of Veterinarian's Certification, Current City of Rockville Pet License, picture of the pet, and a signed Addendum to the Dwelling Lease.
2. **A dog or cat may not weigh over 30 pounds when fully grown.** The resident must be able to carry his or her pet. Dogs and cats must be leashed and accompanied by the owner or other responsible individual whenever outside the dwelling unit and on the community's common areas.
3. **There is a limit of one (1) pet per dwelling unit, with the exception of fish.**
4. **Birds must be caged at all times. Aquariums may not exceed ten (10) gallons in capacity.**
5. **A mandatory pet deposit in the amount of \$300.00 for a dog or cat must be paid at the time of the execution of the Addendum to the Dwelling Lease to allow the pet to be present. There is a mandatory pet deposit of \$50.00 for fish (tank), birds, gerbil, guinea pig or hamster.** The pet deposit may be used by RHE to pay for reasonable expenses directly attributed to the presence of the pet on the property, including, but not limited to the cost of repairs and replacements to, and fumigation of, the resident's unit, as well as damage to any public or common areas caused by the pet. The pet deposit shall be placed in an interest-bearing account in accordance with Maryland Security Deposit laws. The RHE shall refund any unused portion of the pet deposit to the resident within forty-five (45) days after the resident has moved from the property or no longer owns or keeps a pet in the unit.
6. **Residents will be prohibited from owning and keeping pets that RHE reasonably believes to be dangerous to residents, staff or other pets, including, but not limited to, dog breeds such as Pit Bulls and Rottweilers.**
7. Residents must abide by all applicable State and local public health, animal control and animal anti-cruelty laws and regulations.

8. Residents must furnish a picture of the pet and a statement from a veterinarian that the dog or cat has had all inoculations and has been spayed or neutered prior to signing the Addendum to the Dwelling Lease. Resident must provide an updated Veterinarian Statement at each annual reexamination.
9. A sticker will be provided for each household identified as having a pet upon payment of the pet deposit. The sticker must be displayed in a lower level window of the unit.

Pet Care:

1. No outside cages, fences or houses are permitted.
2. Waste must be disposed of immediately and properly in sealed plastic bags. Precautions must be taken by the resident to eliminate odors and maintain sanitary conditions inside the unit.
3. Food for pets must be sealed in containers kept inside the unit.
4. Pets will not be allowed in areas such as lobbies or meeting rooms. Dogs and cats must be kept on leashes when outside on the communities common areas.
5. Dogs and cats cannot be left alone for more than eight hours. The RHE has the right to enter and remove any pet if it has been left unattended for more than 24 hours.
6. The resident will be responsible for ensuring that the pet does not disturb other residents, create odor problems or constitute a nuisance or threat to the health or safety of others.
7. Extermination of fleas and other pests at the pet owner's unit will be the resident's responsibility or at the resident's expense.
8. The RHE assumes no responsibility for pets during its own routine pest extermination. The resident will be required to remove the pet during exterminations provided by the RHE.
9. The resident must be present during any scheduled dwelling unit inspection or maintenance service calls if the unit is occupied by a dog or cat or other unrestrained ambulatory pet. In the resident's absence, the pet must be restrained or removed from household.

Pet Safety:

1. Pets are not to be left chained or leashed unattended outside the unit.
2. Pets must be leashed and restrained under the control of a responsible person while outside the resident's unit and on the community's common areas.
3. Any pet waste must be scooped, bagged and properly disposed of immediately in all areas.

4. The RHE has the right to require removal of a pet if the pet's conduct or condition is determined to constitute a nuisance or threat to the health or safety of other residents, visitors or staff

5. Emergencies:

Prior to obtaining a pet, the resident must have at least two responsible persons other than the RHE resident who will sign a statement agreeing to remove the pet from the premises if the owner becomes ill, incapacitated or dies. The RHE has the right to have the pet placed in a shelter at the resident's expense in the case of an emergency.

Name: _____ Telephone _____

Address: _____

Name: _____ Telephone _____

Address: _____

I have read, understand and agree to abide by the requirements of the Pet Addendum. I understand no animal may be present in my unit until approved by RHE and a written addendum to my lease has been executed by myself and RHE

Resident Signature

Date

HOUSE RULES

ADDENDUM TO THE RHE PUBLIC HOUSING DWELLING LEASE

Office Hours

The office hours of Rockville Housing Enterprises (RHE) are 8:30 a.m. to 5:00 p.m., Monday through Friday. Rockville Housing Enterprises' Central Office is located at 621-A Southlawn Lane, Rockville, Maryland.

Regular Maintenance

RHE provides maintenance during regular business hours Monday through Friday. Requests for maintenance may be made directly to **301-424-6265**. Residents are responsible to keep the dwelling unit and other areas assigned for the Resident's exclusive use in a clean and safe condition, in accordance with the RHE *Inspection Standards* (lease attachment).

Emergency Maintenance

An emergency is defined as anything that affects the health and safety of the resident(s) or could cause excessive property damage. Emergency service is provided after the close of business and on Saturday, Sunday, and Holidays. The emergency number is **703-535-1740**. Emergencies consist of, but may not be limited to, plumbing leaks for units with one toilet, fire, electrical problems, and lockouts if a life is in danger and a malfunctioning air-conditioner where there is a declared medical problem. Calls not considered to be an emergency will be handled during regular business hours.

Yard/Walkways Care

Residents of Scattered sites are responsible to mow the entire yard. Lawn height should not exceed three to four inches maximum. Residents are required to keep their yard free of weeds, debris and any excess storage items or furniture. During inclement weather, residents are responsible to clear walks and steps. Please be advised that it is a lease violation not to maintain the yard and walkways, and a charge is assessed each time RHE is required to mow and remove debris and/or clear walks and steps that are the resident's responsibility in accordance with the *Schedule of Work Order Charges*. Residents of David Scull are responsible to keep the front and back free of trash and debris and any excess storage items or furniture.

Appliances

RHE provides a refrigerator, stove and dishwasher. RHE will charge a fee of \$20.00 per month for water usage for those residents that have a washer in David Scull.

Utilities

In the David Scull, RHE provides electricity, water, sewer and trash pick-up. If residents exceed the allowable electrical usage, residents are charged for excess electricity. The excess electric charge will appear on the resident's rent statement.

Residents are required to provide gas heat to their unit, except for the senior building (1200 to 1214 First Street) at the David Scull community. The telephone number for Washington Gas is (703) 750-1000 or 1-800-752 7520. The fax number is 703-750-5669. Residents must notify RHE if a cut-off notice is received. Residents are required to keep gas on at all times. Failure to maintain utilities is a breach of Lease for which the Landlord may seek termination.

Pest Control

Pest control is a vital maintenance component provided by RHE. RHE provides pest control services at no cost to the resident monthly. A resident may request services by calling 301-424-6265. RHE specifies which units will be treated. Residents will be notified by flyer at least two days in advance of the treatment and do not need to be home. If residents are scheduled and do not allow the extermination, the resident is required to provide RHE with written verification that their home has been exterminated by a professional contractor within ten (10) days of the scheduled extermination appointment. If resident does not provide the verification of extermination, a treatment will be rescheduled by the RHE contractor. If resident refuses services a second time, the resident is subject to eviction.

Community Safety

RHE requests all residents to assist in the provision of a drug and crime-free environment for the safety and protection of all residents in its public housing communities. RHE requests residents to report any and all suspicious or criminal activities/observed; abuse or neglect of people, animals, or property. Please call the police at 911 for emergencies. Non-emergencies can be reported to the City of Rockville Police at 240-314-8900.

Maryland law requires a person to report child abuse or neglect. Leaving children unattended inside or outside of your home is considered neglect. Residents may call child protective services at 240-777-4417, 24 hours a day, 7 days a week to report abuse or neglect. If a child is in immediate danger call 911.

RHE Fighting Policy – Lease Violation – Three Strikes

If any member of a RHE PH household or guest of a RHE PH household is reported to have been involved in a physical or verbal altercation with a member or guest of another RHE PH

household on RHE property; and there is a preponderance of evidence of involvement of the accused household members in the altercation, both households will receive a lease violation. The lease violation will be given to both parties involved regardless of which household member or guest is reported to have initiated the incident.

RHE will terminate the lease of any household receiving more than three fighting related lease violations. The lease will be terminated and eviction proceedings will ensure after the third fighting lease violation is received.

Report of Trespassers

RHE shall notify residents in writing that a person is on a Notice of Trespass Notification. Residents are required to take all reasonable steps to exclude banned persons from the resident's home. Such reasonable steps require the resident to notify RHE if a known trespasser is seen on the resident's premises. Residents are prohibited from allowing a known banned person in the resident's unit. A resident's failure to follow these rules is grounds for termination of the lease and eviction.

Community Service

Federal regulations require any resident and family member who is 18 or older and does not work, to perform eight (8) hours of community service each month. In addition to working persons, also exempt are persons in school full time in a qualified training program, elderly and a person with disabilities. RHE will provide a list of volunteer opportunities. Each month each affected resident must turn in a *Verification of Community Service*. Landlord may not renew the Lease if the family has violated the requirement for Resident performance of community service.

Admissions and Continued Occupancy Policy

The resident and all adult household members understand that the day-to-day operating policies and procedures of RHE public housing are specified in the Admissions and Continued Occupancy (ACOP) that is available for review by residents in the Central Office. Residents agree to comply with all Notices that may be distributed from time to time from RHE and will all policies set forth in the ACOP.



Rockville Housing Enterprises
621- A Southlawn Lane Rockville, MD 20850

Main (301) 424-6265 Fax (301) 217-5857 TTY (301) 424-1078

SCHEDULE OF CHARGES TO THE RESIDENTS

Effective Date: Effective October 2019

Residents will be charged according to the following schedule for those repairs and services which are the resident's responsibility. It should be noted that the repairs that a resident might incur are for items that can be avoided. Residents are charged on maintenance calls that go beyond normal wear and tear. **All other charges not mentioned will be billed to the resident based on cost of materials plus the labor rate of \$25.00 per hour.**

DOOR LOCK CHANGES

Entry Lock Set, David Scull Courts - \$140.00 per lock + Labor

Cylinder Replacement, David Scull Courts - \$70.00 per lock + Labor

Entry Lock Set, Scattered Sites. King Farm and Falls Grove - \$95.00 each + Labor

Deadbolt, Scattered Sites. King Farm and Falls Grove - \$92.00 each + Labor

Interior Door Lock Set - \$10.00 each + Labor

Mail Box Lock - \$40.00 US Post Office

Strike Plate - \$5.00 each + Labor

Patio Door Security Bar - \$14.00 + Labor

Storm Door Handle - \$11.00 each + Labor

Storm Door Hydraulic Closer - \$17.00 each + Labor

Storm Door Replacement - \$107.00 each + Labor

KEY REPLACEMENT

One set of 2 keys - \$11.00

Mailbox Key - \$3.50

LOCKOUTS AFTER BUSINESS HOURS

\$50.00 trip charge



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LOCKOUTS DURING BUSINESS HOURS

\$25.00 trip charge

EMERGENCY CALLS

If an emergency call is received for events that are not deemed an emergency, the resident will be charged the labor hours paid to the maintenance employee plus a \$50 fee.

PLUMBING PARTS AND ACCESSORIES

Shower Head - \$7.00 + Labor	Kitchen Sink Faucet with Spray - \$39.00 + Labor
Toilet Replacement - \$99.00 + Labor	Stopper (Sink) - \$6.00
Toilet Seat - \$9.00 + Labor	Stopper (Tub) - \$2.00
Toilet Flush Handle - \$5.00 + Labor	Towel Bar - \$11.00 + Labor
Lavatory Faucet - \$36.00 + Labor	Towel Bar Brackets - \$7.00 + Labor
Garbage Disposal - \$99.00 + Labor	Toilet Tissue Holder - \$8.00 + Labor
Medicine Cabinet - \$109.00 + Labor	Toothbrush/Tumbler Holder - \$7.00 + Labor
Soap Dish - \$5.00 + Labor	Vanity 18" - \$67.00 + Labor
Shower Rod - \$12.00 + Labor	Kitchen Sink Faucet - \$29.00 + Labor

PLUMBING SERVICES

Unstop Sewer Line - \$180.00 for the first hour, \$150.00 every hour after

Remove Commode to Unstop Lines - \$180.00 for the first hour, \$150.00 every hour after

Remove Sink Trap to Unstop Lines - \$180.00 for the first hour, \$150.00 every hour after

Remove Object from Toilet (Snake) - \$180.00 for the first hour, \$150.00 every hour after



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CURB TRASH REMOVAL – LARGE ITEMS & REMOVAL OF ITEMS FROM VACANT UNIT

Residents will be billed the actual cost for the items to be taken to the Montgomery County dump + labor hours.

FLOORS

Tile Repair – \$950.00 per room

Door Replacement - \$90.00 + labor

PAINTING

Single Room – \$500.00 per room

1 Bedroom Unit - \$500.00

2 Bedroom Unit - \$700.00

3 Bedroom Unit - \$850.00

4 Bedroom Unit - \$1,150.00

WALL DAMAGE – \$25.00 per hour

WINDOW SCREENS

\$20.00 per screen

Window Replacement

Residents will be billed the actual of window + labor hours.

APPLIANCES

Replace Stove – \$548.00 + Labor

Replace Refrigerator Large – \$1,108.00 + Labor

Replace Refrigerator Standard - \$607.00 + Labor

Replace Dishwasher – \$259.00 + Labor

Replace Stove Burner – \$50.00 + Labor

Replace Stackable Washer/Dryer - \$1,144.00 + Labor

Replace Washer (Single) - \$403.00 + Labor

Replace Dryer (Single) - \$438.00 + Labor

Clean Stove Burner - \$25.00 an hour



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Door Handle – \$25.00 + Labor

Upper & Lower Element – \$75.00 + Labor

Refrigerator Gasket – \$115.00 + Labor

Freezer Gasket – \$115.00 + Labor

ELECTRICAL PARTS

Bedroom Light Fixture - \$9.00 + Labor

Hallway Light Fixture - \$10.00 + Labor

Single Outlet Plate – \$1.00 each + Labor

Light Bulb - \$1.50 + Labor

Tubular Light Bulb - \$3.00 + Labor

Replace Single light Switch - \$8.00 + Labor

Replace Double Outlet Plate - \$2.00 each + Labor

Replace smoke/CO2 Combo Alarm - \$49.00 each + Labor

Replace Double Light Switch Plate - \$2.00 each + Labor

Replace Triple Light Switch Plate - \$3.00 each + Labor

REMOVE MOLD & MILDEW – \$25.00 per f

UNRETURNED ITEMS

Unreturned Space Heater - \$65.00

Unreturned Carbon Monoxide Alarm - \$40.00

Unreturned Hand Truck - \$99.00

COST OF COPYING DOCUMENTS FOR THE PURPOSES OF A GRIEVANCE HEARING

5 cents a page (2 sided copies = 2 pages).

Returned Check Fees - \$35.00



Rockville Housing Enterprises

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Main (301) 424-6265 Fax (301) 217-5857 TTY (301) 424-1078

LAWN MOWING CHARGE – \$50.00

YARD CLEANING CHARGE - \$50.00

RETURNED TRASH CANS TO BACK YARDS BY RHE STAFF

(by 8am Thursday Morning) \$25.00

VERTICAL BLINDS

78 x 84 - \$37.00 + Labor

104 x 84 - \$55.00 + Labor

MINI BLINDS

18 x 64 - \$6.00 + Labor	32 x 30 - \$4.00 + Labor	39 x 64 - \$10.00 + Labor
22 x 64 - \$5.50 + Labor	32 x 36 - \$4.00 + Labor	44 x 64 - \$10.50 + Labor
24 x 64 - \$5.50 + Labor	32 x 64 - \$7.50 + Labor	45 x 64 - \$10.00 + Labor
24 x 72 - \$7.00 + Labor	33 x 64 - \$7.50 + Labor	47 x 64 - \$10.00 + Labor
28 x 64 - \$6.50 + Labor	34 x 72 - \$10.00 + Labor	50 x 64 - \$11.00 + Labor
29 x 64 - \$7.00 + Labor	35 x 64 - \$7.50 + Labor	54 x 64 - \$12.50 + Labor
30 x 64 - \$6.50 + Labor	36 x 64 - \$8.50 + Labor	68 x 64 - \$18.00 + Labor
31 x 64 - \$7.50 + Labor	38 x 72 - \$10.00 + Labor	

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA) Rockville Housing Enterprises			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		
Range/Microwave		

12. Owner's Certifications

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)