

# Policy on Admissions & Continued Occupancy

*For Public Housing Units*

ROCKVILLE HOUSING ENTERPRISES



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# **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 (ACOP) covers Rockville Housing Enterprises' (RHE) 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.

### **MOVING TO WORK (MTW) DEMONSTRATION PROGRAM**

Moving to Work (MTW) is a United States Department of Housing and Urban Development (HUD) sponsored demonstration program for public housing authorities (PHAs) that provides them the opportunity to design and test innovative, locally designed strategies that use federal dollars more efficiently, help residents and participants find employment and become self-sufficient, and increase housing choices for low-income families. MTW gives PHAs exemptions from many existing public housing and voucher rules (Sections 8 and 9 of the Housing Act of 1937, as amended, 42 U.S.C. § 1437 et seq) and more flexibility with how they use their federal funds. MTW PHAs are expected to use the opportunities presented by MTW to inform HUD about ways to better address local community needs.

### **RHE's PARTICIPATION IN THE MTW DEMONSTRATION PROGRAM**

RHE became an MTW agency in January 2021 and will remain an MTW agency until 2041. With this designation, RHE is able to modify its policies and procedures to achieve the objectives of the MTW program. Through "waivers" or activities, RHE has made internal and external programmatic changes to both its Public Housing and Housing Choice Voucher Programs. The Admissions and Continued Occupancy Policy reflects these changes as they are proposed and approved by HUD. Policies that have an asterisk (\*) next to them have been replaced with an MTW activity, making the original rule null and void. The applicable MTW activity will be listed below the original rule or within the chapter itself.

## **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:

- (1) Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin, or sex.

- (2) 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.
- (3) Executive Order 11063.
- (4) Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities.
- (5) The Age Discrimination Act of 1975, which establishes certain rights of the elderly.
- (6) 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' housing units.
- (7) Any applicable state laws or local ordinances.
- (8) 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, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under RHE' jurisdiction covered by a public housing Annual Contributions Contract with HUD.

RHE shall not, on account of race, color, religion, sex, national origin, age, familial status, disability, sexual orientation, gender identity, or source of income:

- (1) 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.
- (2) Provide anyone housing that is different (of lower quality) from that provided to others.
- (3) Subject anyone to segregation or disparate treatment.

- (4) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
- (5) Treat anyone differently in determining eligibility or other requirements for admission.
- (6) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
- (7) 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 983.102

RHE will correct situations or procedures that create a barrier to equal housing opportunities 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:

- (1) Make structural modifications to its housing and non-housing facilities.
- (2) Make reasonable accommodations in its procedures or practices, unless such structural modifications or reasonable accommodations:
  - (a) Would result in an undue financial and administrative burden to RHE.
  - (b) 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:

- (1) Make each of its existing facilities accessible.
- (2) Make structural alterations when other methods can be demonstrated to achieve the same effect.
- (3) 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:

- (1) Make structural alterations that require the removal or altering of a load bearing structural member.
- (2) 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 ACOP, 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' 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; therefore, intake staff must be prepared to read and explain anything that would normally be provided to an applicant to be read or complete. Applicants that have 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 is a sufficient number of applicants or residents speaking a language to warrant the expense. 24 CFR 983.252(d)

## **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:

- (1) Comply with Fair Housing Act requirements on wording, logo, size of type, etc.
- (2) Describe the housing units, application process, waiting list, and preference structure accurately.
- (3) Use clear and easy to understand terms and more than strictly English language print media.
- (4) 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.

- (5) Make clear who is eligible: low-income individuals and families, working and nonworking people, and people with both physical and mental disabilities.
- (6) Be clear about RHE's responsibility to provide reasonable accommodations to people with disabilities.

### **1.5. FILE RETENTION POLICY**

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

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

### **1.6. PUBLIC HOUSING FAMILY SELF-SUFFICIENCY (FSS) HOUSING POLICY**

RHE 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:

- (1) When filling vacant positions, advertise internally within RHE current staff, then widely in the community if no internal staff qualify.
- (2) Market the FSS program to all eligible persons, including persons with disabilities and persons with limited English proficiency.
- (3) Make buildings and communications accessible to persons with disabilities to ensure their ability to submit applications and receive services.
- (4) Provide fair housing counseling services or referrals to fair housing agencies.
- (5) Inform FSS program participants of how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline.
- (6) 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:

- (1) A family whose head, spouse or co-head or sole member is a person who is at least 62 years of age.
- (2) Two or more persons who are at least 62 years of age living together.
- (3) 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:

- (1) A family whose head, spouse or co-head or sole member is a person who is at least 50 years of age but below the age of 62.

- (2) Two or more persons, who are at least 50 years of age but below the age of 62, living together.
- (3) 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:**

- (1) A family whose head, spouse or co-head or sole member is a person with disabilities.
- (2) Two or more persons with disabilities living together.
- (3) 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.

**2.1.f.ii. *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.

**2.1.f.iii. *Divorce or Separation of Spouse or Co-Head***

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:

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

**2.1.l. Eligibility of New Household Members**

RHE will approve a child added to a household through birth, adoption, or court-awarded custody. Any request to add an adult household member that will increase the voucher size will only be considered for the additions of elderly parents or grandparents. For all other requests to add adult household members will be considered if the request does not over crowd the unit and does not require an increase the voucher size. This must be requested as a reasonable accommodation. 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, provide a social security card and, if an adult, sign consent forms and provide other required information.

Before approving any new adult household member, RHE will conduct a criminal background check, verify the individual's citizenship or immigration status, and income. The individual will be required to provide documentation of his or her social security number and sign the release of information documents required to complete the verification process. In addition, the family must document the owner's agreement to the household addition.

RHE reserves the right to deny any repeat additions of the same person to the household. 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% 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 RHE has published a notice of available units in at least one online media source, 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, 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 the 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:

- (1) 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.
- (2) Verify with previous or current employer's income information pertinent to the family's eligibility or level of assistance.
- (3) 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.
- (4) Eligibility for public housing is contingent on family members 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. RHE 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's environment, other tenants, RHE 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.
- (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, which may include the following:

- (1) A credit check of the head, spouse and co-head, and other adult members.
- (2) A rental history check of all adult family members over 18.
- (3) 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, RHE may contact law enforcement agencies where the individual had lived.
- (4) 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.
- (5) 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:**

- (1) The household does not meet any one or more of the eligibility criteria of the program.

- (2) Any member of the household fails to:
  - (a) Supply information or documentation required for the application, lease-up, or recertification process.
  - (b) Sign and submit consent forms for obtaining information.
  - (c) Respond to a written waiting list update request.
  - (d) 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 of a family member under the age of 6. An extension of one additional 90-day period must be granted if 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' 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:

- (1) Any family member has ever been convicted of manufacturing or producing methamphetamine, "speed" in a federally assisted housing unit.
- (2) 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:

- (1) 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.

(2) Any member of the household has committed drug related criminal activity or violent criminal activity.

(3) 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:

(1) Has engaged in or threatened abusive or violent behavior toward any RHE staff member or resident. This behavior includes oral or written threats either direct or implied or physical gestures that communicate an intent to insult or intimidate.

(2) Has a pattern of unsuitable past performance in meeting financial obligations, including rent or the payment of utilities.

(3) Has a record of disturbing neighbors, destruction of property or living, or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents.

(4) Owes money to RHE or any other housing authority.

(5) 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.

(6) 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 show that the fact sought to be proved is more probable than not.

### **2.7.e. 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:

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

Examples of mitigating circumstances might include:

- (1) Evidence of successful rehabilitation.
- (2) Evidence of the applicant family's participation in social service or other appropriate counseling service.
- (3) 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.f. 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.g. 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 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 current address upon RHE' 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' 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' 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. Live-in aides will be supplied one bedroom regardless of parental status. Only 2 persons will be allowed to reside in the bedroom assigned to the live-in aide.
- (5) Children whom are in the process of being adopted, whose custody is being obtained, whom are temporarily away at school, or whom are 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                                      | 3                                      |
| 2-BR      | 2                                      | 5                                      |
| 3-BR      | 4                                      | 7                                      |
| 4-BR      | 6                                      | 9                                      |

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 overcrowded. If the household reaches the maximum, the family will be required to move to an appropriately 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 <b>and</b> Working in the City Limits of Rockville | 4             |
| Living <b>or</b> 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 RHE’s 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.

- (b) Age 62 or older.

- (c) A person with disabilities.

- (d) Participating in an education or training program designed to prepare people for the job market.

**\*\*RHE MTW UPDATE**

Fiscal Year Introduced: 2022

A **"WORKABLE FAMILY"** is any household with members 18 years or older who are NOT elderly, disabled, on a fixed income, enrolled in full-time school or a job training program, or a full-time caregiver.

A **"NON-WORKABLE FAMILY"** is where the head of household (as well as the co-head of

household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program.

“**SELF-SUFFICIENCY**” for workable families is the achievement of an after-tax rent burden of 50%.

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 must update his or her application through the online portal, Rent Café including changes in family composition, income, or preference qualifications, at any time while on the list. Periodically RHE staff will review applicant updates submitted through the portal and will update the waiting list as is appropriate.

#### **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 date and time of application or application’s lottery number 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% of the families admitted to RHE’ public housing

program during the RHE' fiscal year from the RHE' waiting list shall be "extremely low income" families as defined 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 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 online on RHE's website under the Rent Café tab by selecting the applicant option during the open period. RHE staff is available to help families with the pre-application process. 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 RHE's 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**

Applicants can check their status by utilizing the online applicant portal, Rent Café.

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

### **3.2.g. Updating Waiting List Information**

Applicants must voluntarily submit updates to their contact information or waiting list preferences through the online application portal, Rent Café.

### **3.2.h. Applicant Request for the Removal from Waiting List 24 CFR 982.204**

An applicant may be removed from the waiting list at any time through the online application portal, Rent Café.

## **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.

RHE 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 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:

- (1) First, to a current public housing resident having a disability that requires the special features of the vacant unit.
- (2) 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, applicants whom are working or going to school, or the inability to exit 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.

During or prior to signing the lease all families (head of household) and all 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.

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

### **3.3.f. Exception to Occupancy Standards for Bedroom Size**

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.

## **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 RHE.

In the case of a unit transfer 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.
- (2) Are based on, at the time of admission, reexamination, or recertification:
  - (a) Actual income being received (projected forward for a 12-month period).
  - (b) 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**

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. This includes, but is not limited to savings accounts, CD's, 401k, IRA's, ROTH, and any other retirement assets.
  - (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.
- (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.*

#### **4.1.b. Annual Income Excludes\***

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.
- (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. Income of the live-in aide will not be reviewed for the purposes of income. However, RHE may request income documentation of the live-in aide to determine whether the work hours conflict with the hours needed to care for the family member.
- (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 resident in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, 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.
- (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.
- (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:
  - (a) Food Stamp allotment.
  - (b) 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, and senior companions).
  - (c) The first \$2,000 in payments per year received under the Alaska Native Claims Settlement Act.
  - (d) Income derived from certain sub marginal land of the United States which is held in trust for certain Indian tribes.
  - (e) Payments or allowances made under Department of Health and Human Services' Low-Income Energy Assistance Program.
  - (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act.
  - (g) Income derived from the disposition of funds of the Grant River Band of Ottawa Indians.
  - (h) The first \$2,000 of per capita shares received from judgement funds awarded by the Indian Claims Commission, 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)

- (i) 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.
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1965.
- (k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other Agent Orange settlement fund.
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980.
- (m) The value of any childcare provided or reimbursed under the Child Care and Development Block Grant Act of 1990.
- (n) Earned income tax credit refund payments.
- (o) The low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs.
- (p) Payments for living expenses under the AmeriCorps Program.

**\*RHE MTW Activity 6 – Modify Income Exclusion for Full Time Students**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). This activity is applicable only to newly admitted and currently assisted “workable” families.

**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. RHE may reject any income documentation based on reasons described by HUD. RHE may reject altered or redacted documents.

**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. Therefore, families will be responsible for submitting an interim recertification for any change in the family income.

**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. Zero Income families must complete a zero-income checklist/questionnaire. An incomplete zero income checklist/questionnaire that does not completely demonstrate how a family pays for its basic expenses will not be accepted. The family may be deemed non-compliant with the recertification or income validation process, which may result in program termination.

**4.1.f. Income of Absent Family Member**

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

Any member of the household who is absent more than 120 consecutive days may no longer be considered a member of the household and may need to be removed from the household. Except in cases where the HUD regulations allow for an exception. Such cases could be for military deployment, students away at school, or a reasonable accommodation.

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.

**4.1.g. Income of Dependent**

Although the earned income of minors is not included in annual income and benefits, other non-earned income is 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, 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.
- (2) Is participating in any economic self-sufficiency or other job training program.
- (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:

- (1) If the family member discontinues the employment that initially qualified the family for the EID, the 24–calendar month period continues.
- (2) During the 24–calendar month period, EID benefits are recalculated based on changes to family member income and employment.

- (3) 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).
- (4) The EID benefit is limited to a lifetime 24-month period for the qualifying family member.
- (5) At the end of the 24 months, the EID ends regardless of how many months were “used.”

**\*\*RHE MTW Activity 3 – Eliminate Earned Income Disregard**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID, and families will benefit from an increase in income without an immediate increase in rent. This activity is applicable only to newly admitted and currently assisted “workable” families.

**4.2. INCOME FROM ASSETS**

27 CFR 5.603 and 5.60

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.

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 three 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) 401k, CD, IRA, ROTH, and all other 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.

**4.2.c Net Family Assets**

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 \$2,000.

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. Verifying Assets\*\*\***

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 three years thereafter.

During the intervening 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 is required by HUD to record all assets no matter the value.

RHE may obtain a family's declaration of assets under \$5,000 at the family's next interim or reexamination following adoption of the provision in the Admission and Continued Occupancy Policy.

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).

**\*\*\*RHE MTW Activity 2 – Self-Certification of Assets**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff. This activity is applicable to both newly admitted and currently assisted "workable" and "non-workable" families.

**4.3. ADJUSTED INCOME**

24 CFR 5.611

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. If an additional household member is disabled and the household has unreimbursed medical expenses related to the disabled household member, medical deductions for the disabled household member may be considered under a reasonable accommodation request.
- (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).

The following documentation will be accepted as validation of payment of childcare expenses:

- (a) A detailed receipt from the childcare provider that includes the date(s) of service, amount paid, and name of the child for which the service is provided.
  - (b) A copy of the cancelled check to the childcare provider.
  - (c) Documentation of the duration of the childcare in a 12-month period.
- (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).
  - (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 the total

medical expenses. If 3% of income is greater than the total medical expenses, the remainder of the 3% is deducted from disability assistance expenses.

#### **4.4. 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 three 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 ACOP, the term "fixed-income" includes income from:

- (1) Social Security payments to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI).
- (2) Federal, state, local, and private pension plans.
- (3) 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 a tenant-provided third-party generated document. 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 reexaminations.

#### **4.4.a. EIV and Third-Party Verification**

Wherever possible, RHE must obtain verification from third-party sources. For current program residents, 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 received 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) Written third-party verification mailed directly from the third-party to RHE:
  - (a) Note: Documents provided must not be altered or redacted in any way, including but not limited to pay stubs, bank statements, and/or expense verifications. Altered or redacted documents provided will not be accepted, and the family will be considered non-compliant. Redacted documents, for any type of verification, 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/assets that were not reported.
  - (d) Paystubs may be used to validate the existence of a bank account/asset that was not reported.
- (2) Original or authentic document generated by a third-party source that is brought in by the program resident or applicant.
  - (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.
  - (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 resident file to explain why.

#### **4.4.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.

#### **4.4.c. Tenant Self-Certification**

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

#### **4.4.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 re-certification 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 in Appendix A outlines factors that must be verified and common methods that can be used for verification.

#### **4.4.e. Verifying a Departing Household Member**

Families reporting that a 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 with a new address. Self-certification cannot be used to verify a household member's departure unless approved by the Executive Director.

#### **4.4.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:

- (1) 10% of monthly income.
- (2) 30% of adjusted monthly income.
- (3) 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' 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 its 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.)

#### **\*RHE MTW Activity 16 – Eliminate Flat Rent**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

RHE will eliminate flat rents in public housing. This will encourage self-sufficiency by removing the incentive to stay in public housing when a family's income will sustain market rate housing.

RHE is removing the choice families have to a flat rent or an income-based rent. Once a family's income-based rent reaches Fair Market Rent for a period of six months, the family's public housing assistance will be terminated, and the family will be provided with a 6-month notice to vacate. This activity is applicable to both newly admitted and currently assisted "workable" and "non-workable" families.

#### **5.1.d. Minimum Rent\*\***

RHE requires residents to pay a minimum rent of \$50 for the cost of rent and utilities. RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests. (See Appendix B - RHE Hardship Policy)

#### **\*\*RHE MTW Activity 4 - Minimum Rent**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for all newly admitted and currently assisted "workable" families.

A "workable" family is any household with members 18 years or older who are NOT elderly, disabled, on a fixed income, enrolled in full-time school or a job training program, or a full-time caregiver.

This activity is NOT applicable to "non-workable" family is where the head of household (as well as the co-head of household or spouse, if applicable) is elderly or disabled and is on a fixed income OR all other household members 18 years or older that are elderly or disabled and on a fixed income or enrolled in full-time school or a job training program.

#### **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.

Mixed families with eligible and ineligible members will be eligible to receive prorated assistance. 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 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 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 TTP 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 TTP 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 1300 Piccard Drive; Suite 203, Rockville, MD 20850. Payment may also be made electronically through the Yardi Rent Café client portal. 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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.

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 TTP to determine the amount of the tenant rent. The tenant rent is the amount the family owes each month to RHE. 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 TTP is less than the utility allowance, RHE will pay a utility reimbursement equal to the difference between one month's TTP 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 to 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.

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

#### **\*RHE MTW Activity 1 - Alternative Recertification Schedule For Households**

Fiscal Year Introduced: 2022

Fiscal Year Approved by HUD: Pending

Triennial recertifications will be conducted for all newly admitted and currently assisted “workable” (non-elderly and non-disabled) and “non-workable” (fixed income families) families. Annual recertifications will remain for families claiming zero income and families making less than the minimum rent income level.

Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the family. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes will not count against the limit on voluntary interim recertifications.

Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.

#### **6.1.a. 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.

- (1) Households needing a reasonable accommodation.
- (2) Households that request to be downsized for reasons other than a reasonable accommodation.
- (3) The household that has been over housed for the longest period of time.

#### **6.1.b. Over Income Families PIH Notice 2019-11 & 83 F.R. 35490**

At each 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 a 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.

**6.1.c. Missed Appointments**

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

**6.1.d. 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:

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

- (b) A person who had no income begins to receive income of any kind.
- (c) 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:

- (1) The family's income has decreased.
- (2) Expenses that may be deducted from income have increased.
- (3) 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.**

- (1) **Verification at Interim Recertifications.** At an interim recertification, the family information that has changed is verified. Per HUD's regulations an EIV will be pulled for each interim transaction.
- (2) 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.
- (3) **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 2018-18. 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 adult family members aged 18 years or older will be held responsible for arrearages incurred by the former head or co-head or spouse. RHE will not hold remaining family members (other than the head or co-head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18. Remaining adult 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

**6.3.a. Community Service Requirement**

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:

- (1) Are 62 years of age or older.
- (2) Have a disability that can be verified that prevents him/her from being gainfully employed.

- (3) Is verified to be the fulltime caretaker of a disabled person.
- (4) Is working at least 20 hours a week.
- (5) Attends a training program.
- (6) 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, a 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:

- (1) 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.
- (2) Certify and provide documentation for each adult family member that he/she is or is not exempt from the community service requirement.
- (3) Submit monthly a completed form documenting activity 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 to fulfill their community service/self-sufficiency obligations, including 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 ACOP 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' grievance procedures if they disagree with RHE' determination. RHE will review and verify family compliance with service requirements annually.

## **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' 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 RHE.

### **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, RHE 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 ACOP, for all units that do not have a Lead-Free designation, at each new move in, the unit will be tested for the presence of lead-based paint by a certified LBP inspector. A copy of the results will be provided upon move-in to the tenant.

## **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:

- (1) Nonpayment of rent or other charges.
- (2) A history of late rental payments.
- (3) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
- (4) Failure to allow inspection of the unit.
- (5) Failure to maintain the unit in a safe and sanitary manner.
- (6) Assignment or subletting of the premises.
- (7) Use of the premises for purposes other than as a dwelling unit (other than for RHE approved resident businesses).
- (8) Destruction of property.
- (9) Acts of destruction, defacement, removal of any part of the premises, or failure to cause guests to refrain from such acts.
- (10) 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 RHE.
- (11) Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of RHE.
- (12) RHE Fighting Policy – Lease Violation – Three Strikes
  - (a) If any member of a RHE public housing household or guest of a RHE public

housing household is reported to have been involved in a physical or verbal altercation with a member or guest of another RHE public 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.

- (b) 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 ensue after the third fighting lease violation is received.
- (c) Other good cause.

RHE 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 that 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.

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 the unit abandoned when all of the following have occurred:

- (1) Everyone appears to have moved out in RHE' reasonable judgment.
- (2) Clothes, furniture, and personal belongings have been substantially removed in

RHE' reasonable judgment.

- (3) The resident has been in default for non-payment of rent for five consecutive days, or water, gas, or electric service for the apartment not connected in RHE' name has been terminated.
- (4) The resident has not responded for 2 days to RHE' notice left on the inside of the main entry door, stating that RHE considers the apartment to be abandoned.

An apartment is also "abandoned" 10 days after the death of a sole resident.

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 RHE 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, and RHE cannot confirm with the tenant that they have left the unit with no intention of returning, RHE will pursue possession through the court system.

#### **8.2.c. Return of Security Deposit**

After a family moves out, 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 prior to the move-in of the family.

#### **8.2.d. Recordkeeping Requirements**

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

- (1) Name of resident, race and ethnicity, number and identification of unit occupied.
- (2) 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.
- (3) 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.
- (4) Date and method of notifying resident.
- (5) Summaries of any conferences held with resident including dates, names of conference participants, and conclusions.

## **CHAPTER 9: VIOLENCE AGAINST WOMEN**

### **9.1. VIOLENCE AGAINST WOMEN (VAWA) POLICY**

#### **9.1.a. 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 HCV 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.

#### **9.1.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; taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by RHE.

### **9.2. DEFINITIONS - AS USED IN THIS POLICY**

#### **9.2.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.

#### **9.2.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:

- (1) The length of the relationship.
- (2) The type of relationship.
- (3) The frequency of interaction between the persons involved in the relationship.

**9.2.c. Stalking**

- (1) Means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person.
- (2) To place under surveillance with the intent to kill, injure, harass, or intimidate another person.
- (3) 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, to cause serious bodily injury to, or to cause substantial emotional harm to:
  - (a) That person.
  - (b) A member of the immediate family of that person.
  - (c) The spouse or intimate partner of that person.

**9.2.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.

**9.2.e. Immediate Family Member**

Means, with respect to a person:

- (1) A spouse, parent, brother, sister, child of that person, or an individual to whom that person stands in loco parentis.
- (2) Any other person living in the household of that person and related to that person by blood or marriage.

**9.2.f. Affiliated Individual**

With respect to an individual, means:

(1) A spouse, parent, brother, sister, 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).

(2) Any individual, tenants, and lawful occupants.

**9.2.g. Perpetrator**

Means person who commits an act of domestic violence, dating violence, or stalking against a victim.

**9.2.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 as occupants.

**9.2.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, and nonprofit and for-profit organizations and entities.

**9.3. ADMISSIONS AND SCREENING**

Non-Denial of Assistance

RHE will not deny admission to public housing or to the HCV 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.

**9.3.a. 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.

**9.3.b. 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.

#### **9.4. TERMINATION OF TENANCY OR ASSISTANCE**

##### **9.4.a. VAWA Protections**

Under VAWA, public housing residents and persons assisted under the HCV rental assistance program have the following specific protections, which will be observed by RHE:

- (1) 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.
- (2) 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.
- (3) Nothing contained in this paragraph shall limit any otherwise available authority of RHE or an HCV 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 an HCV owner or manager may apply a more demanding standard to the victim of domestic violence, dating violence, or stalking than that applied to other tenants.
- (4) Nothing contained in this paragraph shall be construed to limit the authority of RHE or an HCV owner or manager to evict or terminate from assistance any tenant or lawful applicant if RHE, the owner, or manager, 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.

Removal of Perpetrator. Further, notwithstanding anything in paragraph 6.1 of PIH Notice 2017-08 or federal, state, or local law to the contrary, RHE or an HCV 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 HCV owners or managers, leases for dwelling units occupied by families assisted with HCV rental assistance administered by RHE, shall contain provisions setting forth the substance of this paragraph.

## **9.5. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING**

### **9.5.a. Requirement for Verification**

The law allows, but does not require, RHE or an HCV 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 7.3 of PIH Notice 2017-08, RHE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by RHE or an HCV owner or manager receiving rental assistance administered by RHE may elect to require verification or not to require it as permitted under applicable law.

### **9.5.b. Verification of a Claimed Incident**

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 ways.

#### **HUD-Approved Form**

By providing, to RHE or to the requesting HCV owner or manager, a written certification on a form approved by HUD, that the individual is a victim of domestic violence, dating violence, or stalking, and 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.

#### **(1) 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, stalking, or the effects of the abuse. 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.

**(2) 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.

**(3) 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.

**(4) 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 at 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.

**9.6. CONFIDENTIALITY**

**9.6.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 Chapter 8, paragraph 19 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.**

- (2) Required for use in a public housing eviction proceeding, as permitted in VAWA.
- (3) Otherwise required by applicable law.

#### **9.6.b. Notification of Rights**

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

### **9.7. TRANSFER TO NEW RESIDENCE**

#### **9.7.a. 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 HCV 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.

#### **9.7.b. Action on Applications**

RHE will act upon such an application promptly, which shall be defined as 10 business days.

#### **9.7.c. 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. 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.

#### **9.7.d. 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.

### **9.8. COURT ORDERS/FAMILY BREAK-UP**

**9.8.a. 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.

**9.8.b. Family Break-Up**

Other RHE policies regarding family break-up are contained in RHE' Public Housing Admissions and Continuing Occupancy Policy (ACOP) and its HCV Administrative Plan.

**(1) Relationships with Service Providers**

It is the policy of RHE to cooperate with organizations and entities, both private and governmental, that provide 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 of domestic violence or to make a referral in any particular case. RHE' ACOP and Administrative Plan shall describe providers of shelter or services to victims of domestic violence with which RHE has referral or other cooperative relationships.

**(2) Notification**

RHE shall provide written notification to applicants, tenants, and HCV owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance, and termination of tenancy or assistance.

**(3) Relationship with Other Applicable Laws**

Neither VAWA nor the implementation of this Policy 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.

**(4) 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 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, gerbils, guinea pigs, or hamsters. Snakes and other reptiles, livestock, and exotic animals are prohibited.

RHE 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, 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 is 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 in 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, gerbils, guinea pigs, or hamsters.** 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. RHE shall refund any unused portion of the pet deposit to the resident within 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 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 in the community's common areas.
- (5) Dogs and cats cannot be left alone for more than eight hours. 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) 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 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, cat, or other unrestrained service animal. 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 in the community’s common areas.
- (3) Any pet waste must be scooped, bagged, and properly disposed of immediately in all areas.
- (4) 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. 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

**APPENDIX A - PHA Verification Table**

## Verification Chart

### Levels of Verification Methods

The PHA must verify all information that is used to establish the family’s eligibility and level of assistance and is required to obtain the family’s consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family. The PHA will follow the verification guidance provided by HUD in PIH Notice 2012-15, 2012-10 Guidance – Verification of Social Security Numbers (SSNs), Social Security (SS) and Supplemental Security Income (SSI) Benefits, PIH Notice 2010-19 Administrative Guidance for Effective use of the Enterprise Income Verification (EIV) System, and any subsequent Guidance issued by HUD. HUD has identified 6 levels of verification as shown in the chart below. However, the actual path through the six levels varies by type of income. This document describes the type of documentation that meets the requirements of each level and describes how the six levels are used for each type of income.

| Level | Verification Type              | Reliability Ranking                        | Description   |
|-------|--------------------------------|--|---|
| 6     | HUD EIV                        | Highest (Mandatory)                        | Data from EIV Income Report. Is used primarily as a comparison to other verification and NOT used in calculations except in the case of SS and SSI.   |
| 5     | Upfront (UIV) – Non-HUD System | Highest (Highly Recommended, not required) | Data received through an independent source that systematically and uniformly maintains income information in computerized form. Information obtained from UIV can be used in calculations without additional documentation. The different UIV sources RHE uses are throughout this chart   |
| 4     | Written Third-party Documents  | High:                                      | 3 <sup>rd</sup> Party verification as defined by PIH Notice 2012-15, PIH Notice 2010-9; PIH Notice 2011-25. “This Notice clarifies that Written Third-party Verification, (Level 4), can be an original or authentic document generated by a third-party source dated either within 60-day period preceding the reexamination or PHA request date and that such documentation may be in the possession of the tenant (or applicant).”<br><br>Verification mailed and or received directly from the source |

|   |                                     |                          |   |
|---|-------------------------------------|--------------------------|---|
| 3 | Written Third-party Form (Requests) | Medium Low               | Verification form mailed, faxed, or emailed directly from staff to third-party source and returned by source.   |
| 2 | Oral Third-party                    | Low                      | Phone call by staff to third-party source following up on a Written Third-party form or Tenant Self Declaration. Two attempts to contact party must be made and documented. Information gathered must be documented in the file in order to move to the use of Tenant Declaration |
| 1 | Tenant Declaration                  | Low (Use as last resort) | A statement of reported income and/or expenses. File must document attempts and reason why a higher form of verification was not possible.  |

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| <b>Section 1. Income</b>   |  |   |
|--|--|---|
| <b>A. Wages and Salaries</b>   |  |   |
| HUD EIV<br>(Level 6)   | Sources  | Reporting Time Frame  |
|  | National Directory of new Hires<br>(federal data)  | Within one month of the end of the calendar quarter. First quarter wages (Jan-Mar) will be reported by May      |
|  | State Workforce Agencies, SWICA  | Within 4 months of the end of the calendar quarter. First quarter wages (Jan – Mar) will be reported by August. |
| Note: While EIV is the highest level on HUD’s verification hierarchy, it is not used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been reported. |  |   |
| UIV<br>Non-HUD<br>System<br>(Level 5)  | <ul style="list-style-type: none"> <li>• cccverify.com – Can be used to verify wages and salaries</li> <li>• MD Child Support – FAX 301-687-8136</li> <li>• MD Unemployment FAX 410-767-2576</li> <li>• MD Department of Health and Human Services 240-777-4100</li> </ul>   |   |
| Written<br>Third-party<br>Documents<br>(Level 4)   | <ul style="list-style-type: none"> <li>• RHE prefers original un-tampered payroll documents generated by the employer.</li> <li>• RHE will also accept a printout from the payroll system.</li> <li>• At least 2-4 current and consecutive paystubs (if participant/applicant has been with the employer at least that long), or</li> <li>• Employer notice or letter from employer that provides the necessary information</li> <li>• Completed Income Verification form completed by the employer but brought in by the participant/applicant</li> <li>• Complete Tax Return and Schedule-C for the self-employed brought in by the participant/applicant</li> </ul> |   |
| Written<br>Third-party<br>(Level 3)  | Mail or Fax Verification of Employment Income Form directly to the source. Place copy of mailed or faxed form in file.   |   |
| Oral Third-party<br>(Level 2)  | <ul style="list-style-type: none"> <li>• If resource does not respond to written request for information; and tenant cannot provide other 3<sup>rd</sup> Party Verification documentation, oral verification is required to verify income amount noted on the tenant self-declaration.</li> <li>• RHE requires two (2) oral verification attempts <ul style="list-style-type: none"> <li>○ Record and document in Yardi notes and in the file, the date and time attempts were made and the name and title of the contact person</li> </ul> </li> </ul>  |   |
| Tenant<br>Declaration  | <ul style="list-style-type: none"> <li>• Use only if no other form of verification is provided.</li> <li>• Information provided on the application may be accepted as the tenant declaration</li> </ul>  |   |

|           |  |
|-----------|--|
| (Level 1) | <p>If all of the information needed to calculate income is provided.</p> <ul style="list-style-type: none"><li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that provides the needed information or declares the family's total annual income from earnings can be accepted.</li><li>• Staff must document in the file any third-party verification that was not available.</li></ul> |
|-----------|--|

| <b>B. Social Security</b>                        |   |
|--|---|
| HUD EIV<br>(Level 6)                             | <ul style="list-style-type: none"> <li>EIV contains social security and SSI data. Information is reported from SSA and updated every 3 months.</li> <li>EIV may be used as the sole source of verification for SS and SSI. The participant must be given the opportunity to agree/disagree with the information on the EIV report. If the participant agrees with the report and signs it, no other verification is required from SSA.</li> </ul>   |
| Upfront –<br>Non-HUD<br>System<br>(Level 5)      | Not Applicable  |
| Written<br>Third-party<br>Documents<br>(Level 4) | <ul style="list-style-type: none"> <li>If the participant does not agree with the EIV Report, the participant must provide a benefit letter or printout of benefits dated within the last 60 days for each household member that receives SS and/or SSI benefits.</li> <li>The participant may request verification of SS/SSI benefits without charge or penalty via the internet (preferred method) or phone:</li> <li>RHE staff may assist the participant while in the office by accessing the SSA’s website at <a href="http://www.socialsecurity.gov/myaccount">www.socialsecurity.gov/myaccount</a> and following the instructions for requesting a Proof of Income Letter that may be printed immediately. <ul style="list-style-type: none"> <li>Participant may call SSA’s toll-free number, 800-772-1213 to request that a Proof of Income Letter be mailed to their home address.</li> <li>The participant must provide the original to the RHE. RHE will copy the letter and return the original to the participant.</li> </ul> </li> </ul> |
| Written<br>Third-party<br>(Level 3)              | Not Applicable  |
| Oral Third-<br>party<br>(Level 2)                | Not Applicable. SSA does not permit PHAs to request direct third-party verification from SSA.   |
| Tenant<br>Declaration<br>(Level 1)               | <p>Use only if no other form of verification is available.</p> <p>Staff must document in the file why third-party verification was not available</p>  |

### C. Verification of Self-Employment

Self-employment income refers to an individual who does not receive a paycheck from an employer (does not receive a W-2 form). If an individual owns a company and receives a paycheck that income would be counted under A. Wages and Salaries.

Self-employed individuals must provide information on income received and may deduct allowable business expenses.

|  |   |
|--|---|
| HUD EIV<br>(Level 6)                           | Data not available in EIV   |
| Upfront –<br>Non-HUD<br>System (Level 5)       | Not Applicable  |
| Written Third-<br>party Documents<br>(Level 4) | <ul style="list-style-type: none"><li>• Level 4 documents must be generated by a 3<sup>rd</sup> Party Source. Therefore, an accountant's profit and loss statement would be acceptable Level 4 documentation, but a statement of profit and loss (Schedule-C) prepared by the applicant/participant would be a Level 1 declaration.</li><li>• A tax return can be considered Level 4.</li></ul>   |
| Written Third-<br>party (Level 3)              | Not Applicable  |
| Oral Third-party<br>(Level 2)                  | Not Applicable  |
| Tenant<br>Declaration<br>(Level 1)             | <p>Use only if no other form of verification is available</p> <ul style="list-style-type: none"><li>• RHE requires a Self-Employment Income/Expense Record Form from the participant that declares income from self-employment.</li><li>• RHE may request supporting documents such as tax records, income and expense records, and copies of invoices.</li><li>• Participants who use this form are expected to complete it for last calendar year and the current year – using estimated amounts for the remainder of the year.</li></ul> |

| <b>D. Welfare Benefits and Reduced Welfare Benefits</b> |   |
|---|---|
| HUD EIV<br>(Level 6)                                    | Data not available in EIV   |
| Upfront –<br>Non-HUD<br>System<br>(Level 5)             | Not Available   |
| Written Third-<br>party<br>Documents<br>(Level 4)       | RHE will use an original untampered award notice or printout from MD Department of Health and Human Services provided by the participant/applicant.   |
| Written Third-<br>party<br>(Level 3)                    | <ul style="list-style-type: none"> <li>• RHE will fax verification form the Montgomery County Department of Health and Human Services at <b>FAX 240-777-4100</b></li> <li>• For reduced welfare benefits. RHE requires written Verification of Reduction or Termination of Welfare Assistance from Montgomery County Department of Health and Human Services that states:               <ol style="list-style-type: none"> <li>1. The amount of the reduction,</li> <li>2. The reason for the sanction, which must be for (a) fraud, (b) failure to participate in an economic self-sufficiency program, or (c) failure to comply with a work requirement, and</li> <li>3. The letter must state the term or duration of the sanction.</li> </ol> </li> </ul> |
| Oral Third-<br>party<br>(Level 2)                       | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file. Document information obtained in the file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)                      | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly welfare benefits can be accepted.</li> <li>• For reduced welfare benefits, RHE requires a statement from the participant that declares monthly welfare benefits reduced, reason for sanction, and term.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>   |

| <b>E. Veteran's Benefits</b>                      |  |
|---|--|
| HUD EIV<br>(Level 6)                              | Data not available in EIV  |
| Upfront –<br>Non-HUD<br>System<br>(Level 5)       | For clarification of Level 4 or Level 3 information provided call the Department of Veterans Affairs 1-800-827-1000 for VA benefits and use file number located on upper right corner of the VA benefit letter.  |
| Written Third-<br>party<br>Documents<br>(Level 4) | <ul style="list-style-type: none"> <li>• RHE will accept an original untampered document generated by the Veteran's Administration including:</li> <li>• VA benefit letter. Benefit letters must be for the current year, but because they are issued annually, they do not have to be dated within 120 days of submission to RHE.</li> <li>• Print out of benefits that provides both gross and net income information. It must include information no older than 120 days before submission to RHE.</li> </ul>           |
| Written Third-<br>party (Level 3)                 | Mail or Fax Verification Form directly to the VA   |
| Oral Third-<br>party (Level 2)                    | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> <li>• Document information obtained in the file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)                | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> |

| <b>F. Periodic Payments (Pensions, Retirement Benefits, Annuities, Insurance Policy Benefits, or Other Periodic Payments)</b> |  |
|---|--|
| HUD EIV<br>(Level 6)  | Data not available in EIV  |
| Upfront –<br>Non-HUD<br>System<br>(Level 5)   | Not Applicable   |
| Written Third-<br>party<br>Documents<br>(Level 4)   | <ul style="list-style-type: none"> <li>• RHE will accept an original untampered benefit notice from the provider of the payment (can be brought in by the participant).</li> <li>• To be acceptable, the document must clearly specify gross amounts received and the time frame for payments.</li> </ul>  |
| Written Third-<br>party (Level 3)   | Mail or Fax Verification Form directly to the provider to obtain benefit information.  |
| Oral Third-<br>party<br>(Level 2)   | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Document information obtained in the file.</p>  |
| Tenant<br>Declaration<br>(Level 1)  | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares monthly pension amounts can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> <p>NOTE: Participants may receive (1) notice of a pension or similar payment when the payment began. RHE will retain the documentation provided by the participant and follow the verification hierarchy to obtain current documentation.</p> |

| <b>G. Unemployment Benefits</b>         |  |
|---|--|
| HUD EIV (Level 6)                       | <ul style="list-style-type: none"> <li>• EIV contains quarterly unemployment compensation data – updated with one month of the end of each quarter.</li> <li>• EIV should be used as a tool to identify individuals who may be receiving unemployment, but it is not acceptable verification of unemployment benefits. Additional documentation of unemployment compensation should still be requested from the individual.</li> <li>• If EIV does not indicated receipt of unemployment benefits in the immediate prior 12-month period, and the participant does not report unemployment income, RHE does not require additional verification of unemployment benefits.</li> </ul> |
| Upfront – Non-HUD System (Level 5)      | Not Applicable   |
| Written Third-party Documents (Level 4) | <p>RHE will accept either of the following documentation:</p> <ul style="list-style-type: none"> <li>• An original and untampered benefit notice letter</li> <li>• A printout from local unemployment office</li> </ul>  |
| Written Third-party (Level 3)           | Not Applicable   |
| Oral Third-party (Level 2)              | Not Applicable   |
| Tenant Declaration (Level 1)            | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares unemployment benefits is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>   |

| <b>H. Worker's Compensation</b>                |  |
|--|--|
| HUD EIV<br>(Level 6)                           | Data not available in EIV  |
| Upfront –<br>Non-HUD<br>System (Level 5)       | Not Applicable   |
| Written Third-<br>party Documents<br>(Level 4) | <ul style="list-style-type: none"> <li>• An original untampered benefit notice or letter</li> <li>• At least two paystubs or other third-party generated documentation of worker's compensation received.</li> <li>• Print out from local worker's compensation office or employer.</li> </ul>   |
| Written Third-<br>party (Level 3)              | Use Income Verification Forms. Mail or Fax the form directly to the appropriate source.  |
| Oral Third-party<br>(Level 2)                  | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)             | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the participant that declares Worker's compensation can be accepted.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> |

| <b>I. Child Support and Alimony</b>              |  |
|--|--|
| HUD EIV<br>(Level 6)                             | Data not available in EIV  |
| Upfront –<br>Non-HUD<br>System<br>(Level 5)      | Not Applicable   |
| Written<br>Third-party<br>Documents<br>(Level 4) | <ul style="list-style-type: none"> <li>• For payments made through a government entity, the preferred document is the printout payments made from the local Child Support Enforcement Agency. <ul style="list-style-type: none"> <li>○ RHE will attempt to determine the regularity and frequency of payments to determine the average; preferably a 12-month period.</li> <li>○ Copy of the latest check and or payment stubs, or, in the case of electronic deposit, a print-out of payments and disbursement.</li> </ul> </li> <li>• For those that do not go through a state agency, use the document that established the support amounts, for example, court documents, divorce decree, alimony, or custody agreement or other arrangement. <ul style="list-style-type: none"> <li>○ At a minimum, 2 current and consecutive child support or alimony check stubs will be accepted.</li> </ul> </li> </ul> |
| Written<br>Third-party<br>(Level 3)              | <ul style="list-style-type: none"> <li>• Mail or Fax the Verification Form to the Child Support Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.</li> <li>• For those that do not through a state agency, we may need to send a form to the payer asking for the actual amount paid and payment status.</li> </ul>  |
| Oral Third-<br>party (Level<br>2)                | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)               | <p>Use only if no other form of verification is available.</p> <p>Family’s self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received.</p> <p>Staff must document in the file the reason third-party was not available.</p>  |

**J. Adoption Assistance and Foster Care**

In this case, foster care only includes formal foster care arrangements through a state or local agency. This does not refer to informal care agreements between family and/or friends. If an applicant/participant receives income as a result of an information arrangement, it should be verified following instructions for Regular Contributions

|   |   |
|---|---|
| HUD EIV (Level 6)                       | Data not available  |
| Upfront – Non-HUD System (Level 5)      | Not available   |
| Written Third-party Documents (Level 4) | RHE will accept original untampered documents from appropriate agency identified by the participant to verify current assistance amount and status.   |
| Written Third-party (Level 3)           | Mail or Fax the Verification Form to the Agency FAX 301-687-8136 OR other appropriate Agency or appropriate payer to obtain current child support amount and payment status.  |
| Oral Third-party (Level 2)              | If source does not respond to written request within 10 days of written request. <ul style="list-style-type: none"><li>• Telephone or in-person contact with third-party source.</li><li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li></ul> |
| Tenant Declaration (Level 1)            | Use only if no other form of verification is available.<br><br>Family’s self-certification of amount received and the likelihood of support payments being received in the future, or that support payments are not being received.<br><br>Staff must document in the file the reason third-party was not available.                                  |

| <b>K. Regular Contributions or Gifts</b>       |   |
|--|---|
| HUD EIV<br>(Level 6)                           | Data not available in EIV   |
| Upfront –<br>Non-HUD<br>System (Level 5)       | Not Applicable  |
| Written Third-<br>party Documents<br>(Level 4) | RHE will accept a notarized statement from a third-party stating the amount of regular contributions given to the family and may be hand carried in by participant.   |
| Written Third-<br>party (Level 3)              | Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.  |
| Oral Third-party<br>(Level 2)                  | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>   |
| Tenant<br>Declaration<br>(Level 1)             | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> |

| <b>L. College Student Financial Aid (also see Section III x for definition of students)</b> |  |
|---|--|
| HUD EIV<br>(Level 6)  | Data not available in EIV  |
| Upfront – Non-<br>HUD System<br>(Level 5)   | Not Applicable   |
| Written Third-<br>party Documents<br>(Level 4)  | <ul style="list-style-type: none"> <li>• Financial aid letters or documents generated by the educational institution that shows the amount of awards per academic term. If these documents provide enough information to determine whether the student receives any amount in excess of tuition, no further documentation is needed.</li> <li>• Billing documents generated by the educational institution may be used to show tuition charges separate from all other items.</li> </ul> |
| Written Third-<br>party<br>(Level 3)  | Send the Verification of Support Contribution Form to any third-party source providing contributions as reported by individual/family.   |
| Oral Third-party<br>(Level 2)   | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)  | <p>Use only if no other form of verification is available.</p> <p>If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</p> <p>Staff must document in the file the reason third-party was not available.</p>   |

| <b>M. Military Pay</b>                            |   |
|---|---|
| HUD EIV<br>(Level 6)                              | <p>EIV contains quarterly wage data for the last 2 years of regular pay, special pay, of a member of the Armed Forces.</p> <p>Note. While EIV is the highest level on HUD’s verification hierarchy, it is NOT used in the calculation of wages and salaries. EIV is compared to other documents to confirm income and to identify additional sources of tenant income that may not have been removed.</p>   |
| Upfront – Non-<br>HUD System<br>(Level 5)         | <p>The Defense Finance and Accounting Service provide payment for the US Department of Defense.</p> <p><a href="http://www.dfas.mil/civilianemployees/customerservice.html#Military">http://www.dfas.mil/civilianemployees/customerservice.html#Military</a></p>  |
| Written Third-<br>party<br>Documents<br>(Level 4) | <p>Documentation submitted stating the individual is receiving regular pay, special pay, and/or any allowances as a member of the Armed Forces. In order for income to be excluded documentation must state the individual is currently being exposed to hostile fire.</p>  |
| Written Third-<br>party (Level 3)                 | <p>Count all sources of pay EXCEPT special family for a family member serving in the Armed Forces who is exposed to hostile fire.</p>   |
| Oral Third-<br>party<br>(Level 2)                 | <p>Air Force &amp; Army 877-734-6202 Coast Guard 785-339-2200 Marine Corps &amp; Navy 888-332-7411</p> <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)                | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• If additional information is needed to clarify what the family reported, a statement or affidavit from the individual that declares regular contributions is required.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> |

| <b>Section 2. Household Composition</b>                                   |   |
|---|---|
| <b>2A. Legal Identity</b>   |   |
| RHE requires that the legal identity of each household member be verified |   |
| HUD EIV<br>(Level 6)  | Once a HUD-50058 has been submitted for a family, EIV compares the names, SSNs, and birth dates reported with SSA to either confirm the identity of members or identify household members whose names, SSNs and birth dates do not match.   |
| Upfront – Non-<br>HUD System<br>(Level 5)                                 | Not Applicable  |
| Written Third-<br>party Documents<br>(Level 4)                            | <p>RHE requires original, unaltered documents</p> <p>All Household members. Documentation must be provided that identifies each member and confirms relationships. Acceptable Documents include:</p> <p>For Adults:</p> <ul style="list-style-type: none"> <li>○ Birth Certificate</li> <li>○ Church-Issued Baptismal Certificate</li> <li>○ Current, Valid Driver’s License or State issued ID</li> <li>○ U.S. Passport</li> <li>○ U.S. Military Discharge Form (DD 214)</li> <li>○ Employer Identification Card</li> <li>○ PH applicants/participants with a name different from what is on their birth certificate – and which is not the result of a typographical error must provide evidence of a name change such as a marriage certificate, divorce decree, legal document, or court order.</li> </ul> <p>For Children:</p> <ul style="list-style-type: none"> <li>○ Birth Certificate</li> <li>○ Adoption Papers</li> <li>○ Custody Agreement</li> <li>○ Health and Human Services ID</li> <li>○ School Records</li> </ul> |
| Written Third-<br>party<br>(Level 3)                                      | Not Applicable  |
| Oral Third-party<br>(Level 2)   | Not Applicable  |
| Tenant<br>Declaration   | If due to an uncontrollable circumstance, none of these documents are available, RHE will consider on a case-by-case basis accepting certification from a third-  |

|           |   |
|-----------|---|
| (Level 1) | party who knows the person and who can attest to their identity.<br><br>Staff must document in the file the reason third-party was not available. |
|-----------|---|

| <b>2B. Social Security Number</b>  |  |
|--|--|
| HUD Requires all household members to obtain and disclose a SSN, except members who do not claim citizenship or eligible immigration status. |  |
| HUD EIV<br>(Level 6)   | EIV requires a precise match of first name, last name, date of birth and social security number shown on the HUD-50058 and Social Security Administration records.   |
| Upfront – Non-HUD System<br>(Level 5)  | Not Applicable   |
| Written Third-party Documents<br>(Level 4)   | <p>RHE Requires original, unaltered documents.</p> <p>Social Security Number</p> <ul style="list-style-type: none"> <li>○ Original Social Security Card</li> <li>○ Original document issued by a federal or state government agency, which contains both the name and SSN</li> <li>○ Original SSA-Issued document that contains the name and the SSN</li> </ul> <p>Note: If an original print-out or document generated by federal or local government contains name, SSN and birth date, the document can be accepted as verification of all three.</p> <p>RHE uses the names of family members as it appears on their Social Security Card. RHE requires an individual with unmatched information to provide RHE with a corrected Social Security Card with 45 days.</p> |
| Written Third-party<br>(Level 3)   | Not Applicable   |
| Oral Third-party<br>(Level 2)  | Not Applicable   |
| Tenant Declaration<br>(Level 1)  | Not Applicable   |

**2C. Citizenship and Immigration Status**

HUD Requires RHE to verify the citizenship or immigration status of all household members

|  |   |
|--|---|
| HUD EIV<br>(Level 6)                           | Not Applicable  |
| Upfront – Non-<br>HUD System<br>(Level 5)      | Not Applicable  |
| Written Third-<br>party Documents<br>(Level 4) | Citizenship<br>Not Applicable<br><ul style="list-style-type: none"><li>• Immigration Status</li><li>• Participant must provide appropriate immigration documents to initiate Level 4 verification.</li></ul>  |
| Written Third-<br>party<br>(Level 3)           | Send verification using DHS Form G-845, which is sent to USCIS, 2221 S. Clark Street, Arlington, VA 22202 Attention: Immigration Status Verifier, with a copy of the document to be verified.   |
| Oral Third-party<br>(Level 2)                  | Not Applicable  |
| Tenant<br>Declaration<br>(Level 1)             | Citizenship<br><br>Citizens<br><ul style="list-style-type: none"><li>• Must sign a declaration certifying U.S. Citizenship.</li></ul><br>Immigration Status<br>Non-citizens must sign declaration certifying the following:<br><ul style="list-style-type: none"><li>• Eligible immigration status; or</li><li>• Decision not to claim eligible status</li></ul><br>Staff must document in the file the reason third-party was not available. |

**2D. Verification of Disability**

Disability of a family member may affect rent calculation in two ways:

- 1) If the head or co-head, or spouse is a person with disabilities, the family qualifies as a “disabled household” eligible for the elderly/disabled household deduction.
- 2) If any household member is a person with disabilities, the family may qualify for a deduction of medical expenses.

|  |  |
|--|--|
| HUD EIV<br>(Level 6)                       | RHE verifies disability status of family members through EIV when EIV reports that an individual is disabled AND receives payment of disability benefits. RHE will determine if the participant is an SSI recipient: and/or RHE will determine if the client receives SS and is under 62. If either of these conditions applies, and the EIV indicates the participant is disabled, EIV is sufficient verification of disability.          |
| Upfront – Non-HUD System<br>(Level 5)      | Not Applicable   |
| Written Third-party Documents<br>(Level 4) | RHE requires original, unaltered documents.<br><br>SSA notice or benefit letter/ printout from the participant. The participant may contact SSA at 1-800-772-1213, visit the local SSA office, or request letter online at <a href="http://www.ssa.gov">www.ssa.gov</a> by clicking “already receiving benefits.”  |
| Written Third-party<br>(Level 3)           | Use the Verification of Disability Form to document that the participant meets the HUD definition of a person with disabilities.<br><br>RHE sends the form directly to a qualified professional having knowledge of the person’s disability, who can verify the participant’s status.  |
| Oral Third-party<br>(Level 2)              | If source does not respond to written request within 10 days of written request. <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Tenant and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p> |
| Tenant Declaration<br>(Level 1)            | Not Applicable – RHE will not accept a tenant declaration for Verification of Disability   |

| <b>2E. Verification of Family Composition: Custody, Adoption, Foster Care, Expected Child</b> |  |
|---|--|
| HUD EIV<br>(Level 6)  | Not Applicable   |
| Upfront – Non-<br>HUD System<br>(Level 5)   | Not Available  |
| Written Third-<br>party Documents<br>(Level 4)  | <p>Custody</p> <ul style="list-style-type: none"> <li>• Court documents or other legal/official agreements demonstrating custody.</li> </ul> <p>Shared Custody</p> <ul style="list-style-type: none"> <li>• If custody documents show shared custody, one of the following documents must be provided: <ul style="list-style-type: none"> <li>○ IRS returns that show which parent claimed the child as a dependent.</li> <li>○ School records showing where the child goes to school. This can help determine custody.</li> <li>○ Documents such as court or custody papers.</li> <li>○ Family Services Agency documents.</li> </ul> </li> </ul> <p>Adoption</p> <ul style="list-style-type: none"> <li>• Documents from State or local government entity that has placed the individual in foster care.</li> <li>• Printout of payments received from funding agency.</li> </ul> |
| Written Third-<br>party<br>(Level 3)  | Verification of Foster Care/Adoption   |
| Oral Third-party<br>(Level 2)   | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul>  |
| Tenant<br>Declaration<br>(Level 1)  | <p>Expected Child</p> <ul style="list-style-type: none"> <li>• A tenant declaration is accepted as verification for an expected child. Adoption, Custody, Foster Care.</li> <li>• RHE will accept tenant declaration if Level 4 documents cannot be provided. Staff must document in the file the reason third-party was not available.</li> <li>• If a parent of a minor is not a member of the household and the minor(s) was in the household at the time of admission or at least as far back as can be determined, guardianship documents will not be required.</li> </ul>  |

**2F. Verification of Student Status**

Student status may affect eligibility and rent in several ways:

1. A college student who is under 24 years of age, is not a veteran, is not married, does not have a dependent child is not eligible to receive voucher assistance.
2. A family member other than the head, co-head or spouse who is a full-time student qualifies as a dependent
3. For both full and part-time students, staff must determine whether student financial aid in excess of tuition must be counted as income. (Different rules apply to different types of students).

|  |  |
|--|--|
| HUD EIV<br>(Level 6)                           | Not Applicable   |
| Upfront – Non-<br>HUD System<br>(Level 5)      | Not Applicable   |
| Written Third-<br>party Documents<br>(Level 4) | <p>Student Status</p> <ul style="list-style-type: none"> <li>• Original documents created by the educational institution that confirm the individual is a student and whether the student is full or part time (as defined by the institution).</li> </ul> <p>Financial Aid</p> <ul style="list-style-type: none"> <li>• Original documents created by the educational institution that specify any financial aid provided. Amounts in excess of tuition must be specified. Loans are not counted as financial aid.</li> </ul> |
| Written Third-<br>party<br>(Level 3)           | Utilize Verification Form to be sent to the educational institution  |
| Oral Third-party<br>(Level 2)                  | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>   |
| Tenant<br>Declaration<br>(Level 1)             | If the educational institution is unable to confirm student status, a tenant declaration may be acceptable for the period IF level 4 documentation has been provided that shows the tenant has enrolled in school.   |

|   |
|---|
| <b>Section 3. Deductions</b>  |
| <b>3A. Dependent Deduction</b>  |
| A household member who is not the head, co-head, or spouse, AND who is under the age of 18 or older who is a person with disabilities or a full-time student is a dependent.                            |
| <ul style="list-style-type: none"><li>• Verification of Age - See page 18</li><li>• Verification of Full Time Student Status – See page 24</li><li>• Verification of Disability – See page 21</li></ul> |
| <b>3B. Elderly Household deduction</b>  |
| If the head, co-head, or spouse is 62 or older OR a person with disabilities, the household qualifies for the Elderly/Disabled Household deduction  |
| <ul style="list-style-type: none"><li>• Verification of Age – See page 18</li><li>• Verification of Disability – See page 21</li></ul>  |

### 3C. Verification of Child Care Expenses

Reasonable childcare expenses for a child 12 or younger, that enables a family member to work, look for work, or go to school may be deducted. The deduction cannot exceed the amount earned. Therefore, to consider childcare RHE must verify:

1. That childcare expenses were incurred.
2. The individual enabled to work, look for work, or go to school actually does so.
3. Reasonableness of the expense.

|  |   |
|--|---|
| HUD EIV<br>(Level 6)                           | Not Applicable  |
| Upfront – Non-<br>HUD System<br>(Level 5)      | Not Applicable  |
| Written Third-<br>party Documents<br>(Level 4) | <p>Child Care Expenses</p> <ul style="list-style-type: none"> <li>• Written verification from person who provides care indicating amount of payment, hours of care, names of children, and frequency of payment.</li> <li>• Written documentation generated by a third-party to verify the reason for childcare. For example: <ul style="list-style-type: none"> <li>○ Verification of employment for the person enabled to work (if employed is claimed).</li> <li>○ Verification of student status for the person enabled to go to school (if going to school is claimed).</li> <li>○ Verification from and employment agency of the time the person is devoting to searching for work (if looking for work is claimed).</li> </ul> </li> </ul> |
| Written Third-<br>party<br>(Level 3)           | Verification of Child Care Expense Form   |
| Oral Third-party<br>(Level 2)                  | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>  |
| Tenant<br>Declaration<br>(Level 1)             | For verification of “looking for work” a statement that indicates efforts to seek employment and the amount of time spent looking. (It is unlikely that someone who is unemployed and looking for work can justify 8 hours a day for childcare.)  |

**3D. Verification of Medical Expenses**

For households in which the head, co-head or spouse is 62 or older or a person with disabilities, medical expenses that exceed 3% of the annual income may be deducted. RHE must verify:

1. The status of the family as an elderly or disabled household
2. The amount of medical expenses
3. If a client does not receive SSDI, RHE may do a 3<sup>rd</sup> party verification to determine disability status or the client may submit a reasonable accommodation request to be considered a disabled person or household.

|   |   |
|---|---|
| Verification of Age                     | See Page 18   |
| Verification of Disability              | See Page 21   |
| <b>Verification of Medical Expenses</b> |   |
| HUD EIV (Level 6)                       | Not Applicable  |
| Upfront – Non-HUD System (Level 5)      | Not Applicable  |
| Written Third-party Documents (Level 4) | <ul style="list-style-type: none"><li>• Documents generated by provider of medical service or expense<ul style="list-style-type: none"><li>○ E.g. Print out from pharmacy</li></ul></li><li>• Paid receipts for ongoing medical expenses</li></ul>  |
| Written Third-party (Level 3)           | Verification of Expense form submitted to provider.   |
| Oral Third-party (Level 2)              | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"><li>• Telephone or in-person contact with third-party source.</li><li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li></ul> <p>Staff must document in the file the reason third-party was not available.</p> |

|   |  |
|---|--|
| <p>Tenant Declaration<br/>(Level 1)</p> | <p>Use only if no other form of verification is available.</p> <ul style="list-style-type: none"> <li>• If the information provided by the individual/family on the application is sufficient, accept this as the tenant declaration.</li> <li>• Statement of transportation expenses directly related to medical treatment, if there is no other source of verification can be accepted.</li> <li>• For claims of mileage as a medical expense, go to <a href="http://irs.gov">http://irs.gov</a>. to verify</li> </ul> |
|---|--|

|  |  |
|--|--|
|  | <p>current mileage allowance. To verify miles/distances traveled between home and appointment, staff may use <a href="http://maps.yahoo.com">http://maps.yahoo.com</a>.</p> <p>Staff must document in the file the reason third-party was not available.</p> |
|--|--|

**3E. Verification of Disability Assistance Expenses**

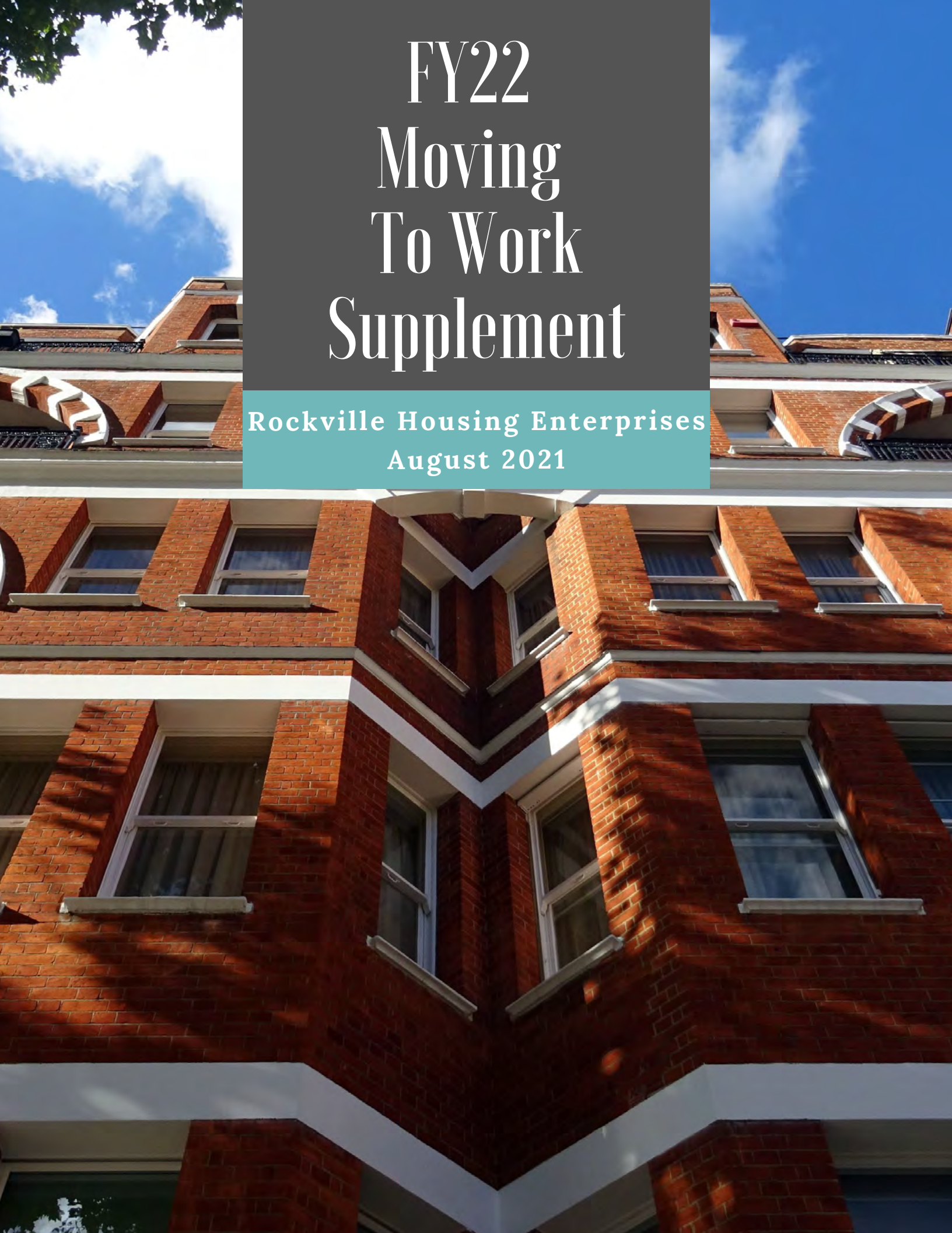
Reasonable costs for the care of a disabled person and/or auxiliary apparatus that enables a family member to work or go to school may be deducted. RHE must verify:

1. The individual meets the definition of a disabled person.
2. The cost for the care or apparatus is reasonable and actually incurred.
3. The designated person actually works or goes to school.

|   |   |
|---|---|
| Verification of Disability              | See Page 21   |
| Verification of Employment              | See Page 4  |
| Verification of Student Status          | See page 24   |
| HUD EIV (Level 6)                       | Not Applicable  |
| Upfront – Non-HUD System (Level 5)      | Not Applicable  |
| Written Third-party Documents (Level 4) | <p>Care Expenses</p> <ul style="list-style-type: none"> <li>• Written verification from care attendant (or paid receipts) stating amount received, frequency of payments, hours cared; AND</li> <li>• Written certification from doctor or rehabilitation agency that care is necessary to enable employment of household member; AND</li> <li>• In cases where the disabled person is employed, a statement from the employer that the apparatus is necessary for employment.</li> </ul> |
| Written Third-party (Level 3)           | <ul style="list-style-type: none"> <li>• Verification of Disability form</li> <li>• Verification of Expenses/Costs form submitted to provided</li> </ul>  |
| Oral Third-party (Level 2)              | <p>If source does not respond to written request within 10 days of written request.</p> <ul style="list-style-type: none"> <li>• Telephone or in-person contact with third-party source.</li> <li>• RHE requires 2 oral verification attempts. Record the date and time of the attempt, name and title of individual contacted in Yardi and in file.</li> </ul> <p>Staff must document in the file the reason third-party was not available.</p>  |
| Tenant Declaration                      | Use only if no other form of verification is available.   |

|           |   |
|-----------|---|
| (Level 1) | Staff must document in the file the reason third-party was not available. |
|-----------|---|

## **APPENDIX B – RHE MTW Supplement**



# FY22 Moving To Work Supplement

Rockville Housing Enterprises  
August 2021

# Rockville Housing Enterprises

## FY22 Moving to Work Supplement

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|            |   |
|------------|---|
| <b>A.</b>  | <b>PHA Information.</b>   |
| <b>A.1</b> | <b>PHA Name: Rockville Housing Enterprises</b><br><b>PHA Code: MD007</b><br><b>MTW Supplement for PHA Fiscal Year Beginning: (MM/DD/YYYY): 10/01/2021</b><br><b>PHA Program Type:</b> Public Housing (PH) only    Housing Choice Voucher (HCV) only <b>X</b> Combined<br><b>MTW Cohort Number: 1</b><br><b>MTW Supplement Submission Type: X</b> Annual Submission Amended Annual Submission  |
| <b>B.</b>  | <b>Narrative.</b>   |
| <b>B.1</b> | <b>MTW Supplement Narrative.</b><br><br>Rockville Housing Enterprises (RHE) is situated in Rockville, Maryland. It was established in 1959 as the City of Rockville’s public housing agency to provide affordable housing opportunities. RHE administers both the Public Housing and Housing Choice Voucher (HCV) programs as well as affordable housing options to all eligible households regardless of race, color, religion, sex, physical or mental handicap, familial status, national origin, or other protected class. RHE is dedicated to being an effective and innovative agency that enhances opportunities for self-sufficiency and provides quality affordable housing for the citizens of Rockville. The vision of RHE’ Moving to Work (MTW) Program is to increase the self-sufficiency of its clients through addressing mental health impediments and removing barriers that discourage income increases, while achieving the highest level of internal operating efficiency. |

## RHE ACTIVITY 1

### Alternative Recertification Schedule For Households (Public Housing & HCV)

| Core Question/Comment  | Answer   |
|--|--|
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>  | <p>The reduction in the frequency of recertifications provides an employment incentive for workable families to not be subject to a rent increase when their income improves due to self-sufficiency successes.</p> <p>Triennial recertifications will be conducted for all “workable” families” (non-elderly and non-disabled) and all “non-workable families” (fixed income families). Annual recertifications will remain for families claiming zero income and families making less than the minimum rent income level.</p> <p>Interim recertifications will be limited to one interim per calendar year and will be processed at the request of the household. If the interim is for a decrease in income, only income decreases of 10% or more will be processed. Interim decreases will be limited to one during a calendar year and no interim decreases during the first six months after initial occupancy. Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications.</p> <p>Family Self-Sufficiency program participants may be exempt from the limit on interim for the purposes of reporting income increases.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>Cost effectiveness<br/>Self-sufficiency</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p>Decreased expenditures</p>  |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p>The MTW activity applies to all assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p>New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p>The MTW activity applies to all family types</p>  |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For PH activities:</b> The MTW activity applies to all developments</p> <p><b>For HCV activities:</b></p> <ol style="list-style-type: none"> <li>1. The MTW activity applies to all tenant-based units</li> <li>2. The MTW activity applies to all properties with project-based vouchers</li> </ol>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p>No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p>Yes</p>   |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p>Yes</p> <ol style="list-style-type: none"> <li>1. Minimum Rent</li> <li>2. Restrict move to higher contract rent for Zero HAP Families</li> <li>3. Eliminate Flat Rent</li> <li>4. Stepped Rent</li> </ol>  |

|  |     |
|--|-----|
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?   | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?  | N/A |
| Does the MTW activity require an impact analysis?  | Yes |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.) | No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.   | N/A |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.   | N/A |

| <b>3.a., 3.b. - Alternative Reexamination Schedule for Households (PH &amp; HCV)</b>  | <b>Answer</b>  |
|---|--|
| What is the recertification schedule?   | Once every three years   |
| How many interim recertifications per year may a household request?   | 1  |
| Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule. | Required interim recertifications for household composition changes or landlord rent increases will not count against the limit on voluntary interim recertifications. |

## **FY22 RHE Impact Analysis Activity 1** **Alternative Recertification Schedule**

### **1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

#### **Public Housing**

RHE processes an average of 103 public housing recertifications annually. The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 62 each year; a decrease of 41 annual recertification actions or 60%. The estimated per action cost for public housing actions is \$689 per action. The estimated annual cost savings is estimated to be \$28,249.

#### **Housing Choice Voucher**

RHE processes an average of 552 HCV recertifications annually including portability (port-ins). The implementation of the alternative recertification schedule is estimated to decrease the number of annual recertification to approximately 223 each year; a decrease of 329 annual recertification actions or 68%. The estimated per action cost for HCV actions is \$213 per action. The estimated annual cost savings is estimated to be \$70,077.

### **2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

The alternative recertification schedule will have a positive impact on the affordability of housing costs. Families with increases in earned income will not be obligated to report that increase for three years. A family will be able to utilize their increased income for other purposes, not just towards an increase in their tenant rent portion; the tenant rent will remain stable for a longer period of time. Also, families that experience a decrease in income or an increase in expenses more than once, in a twelve-month period, will be able to apply for a hardship exception to adjust for the loss of income. This policy has no impact on the contract rent, in which a family's tenant rent is based.

### **3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

This waiver will not affect the waiting list.

### **4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the termination rate of families. RHE has yet to terminate a family for failure to comply with the recertification process if the family submits the required documentation.

### **5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

### **6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

#### *MTW Statutory Objective - Cost Effectiveness*

This waiver will decrease the administrative costs associated with processing annual and interim recertifications

#### *MTW Statutory Objective – Self Sufficiency*

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

### **7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

### **8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

It is anticipated that this waiver will increase the number of hardship requests for an additional interim recertifications. Currently, there are no limits on the number of income related interim recertifications a family can request.

Under the HCV Program, an average of 327 interims are completed annually, of which 112 or 34% represent more than one interim for a family processed within a 12-month period. That data represents 47 individual families that have requested more than one interim in a 12 month period which is approximately 9% of all families processed annually. Further program data reveals the following:

- 35 families had 2 interims within a 12 month period
- 8 families had 3 interims within a 12 month period
- 2 families had 4 interims within a 12 month period
- 2 families had 5 interims within a 12 month period

Under the Public Housing Program, an average of 57 interims are completed annually, of which 26 or 46% represent more than one interim for a family processed within a 12-month period. That data represents 10 individual families that have requested more than one interim in a 12 month period which is approximately 10% of all families that are recertified annually. Further program data reveals the following:

- 7 families had 2 interims within a 12 month period
- 3 families had 4 interims within a 12 month period

Based on the data presented, it is anticipated the hardship requests will likely be requested by the small percentage of families that submit the majority of interim requests. It is anticipated that 75% of the hardship requests will be approved and 25% of the request will be denied.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes. Although elderly and disabled participants are a protected class, this waiver will not have a negative effect on them.

## RHE ACTIVITY 2

### Self-Certification of Assets (Public Housing & HCV)

| Core Question/Comment   | Answer  |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | The asset self-certification threshold will be increased from \$5,000 to \$50,000. This will reduce the regulatory burden on both families and staff to allow a greater focus on people and not paperwork.                                  |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Decreased expenditures  |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For PH activities:</b><br>Does the MTW activity apply to all public housing developments?<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For PH activities:</b><br>The MTW activity applies to all developments<br><br><b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

| 3.c., 3.d. - Self-Certification of Assets (PH & HCV)                    | Input options and instructions |
|---|--------------------------------|
| Please state the dollar threshold for the self-certification of assets. | \$50,000                       |

### RHE ACTIVITY 3

#### Eliminate Earned Income Disregard (Public Housing & HCV)

| Core Question/Comment  | Answer   |
|--|--|
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>  | <p>RHE will eliminate the Earned Income Disregard. This will increase operational efficiencies by reducing the time it takes to administratively process the EID.</p> <p>Currently, the EID allows individuals who go from not working in the previous 12 months, to working, to gradually phase in the income counted toward their rental calculation over a period of 2 years. The EID is an opportunity for clients that gain earned income, that did not previously have earned income to experience the benefit of increased income without that income increase being utilized for rent immediately; however, due to cumbersome regulations, the cost to continue offering this exclusion far outweigh the benefits. Families will benefit from an increase in income without an immediate increase in rent.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>Cost effectiveness<br/>Self-sufficiency</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p>Decreased expenditures</p>  |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p>The MTW activity applies only to a subset or subsets of assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p>New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p>The MTW activity applies only to selected family types:<br/><b>Disabled families (to the extent those families are not exempt via a reasonable accommodation)</b></p>   |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For PH activities:</b><br/>The MTW activity applies to all developments</p> <p><b>For HCV activities:</b></p> <ol style="list-style-type: none"> <li>1. The MTW activity applies to all tenant-based units</li> <li>2. The MTW activity applies to all properties with project-based vouchers</li> </ol>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p>No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p>No</p>  |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p>No</p>  |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>  | <p>No</p>  |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>   | <p>N/A</p>   |
| <p>Does the MTW activity require an impact analysis?</p>   | <p>No</p>  |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>  | <p>No</p>  |

|  |     |
|--|-----|
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation. | N/A |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.   | N/A |

|   |   |
|---|---|
| <b>1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH &amp; HCV)</b> | <b>Input options and instructions</b>           |
| What inclusions or exclusions will be eliminated, modified, or added?       | RHE will eliminate the Earned Income Disregard. |

**RHE ACTIVITY 4**  
**Minimum Rent (Public Housing & HCV)**

| <b>Core Question/Comment</b>  | <b>Answer</b>   |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | To incentivize families to maintain employment, become accustomed to paying rent that is akin to what non-subsidized families pay, decrease program expenses, and increase self-sufficiency, RHE will increase the minimum rent from \$50 to \$130 for “workable families.” |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Self-sufficiency  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Increased revenue<br>Decreased expenditures   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies only to a subset or subsets of assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies only to selected family types:<br><b>Non-elderly, non-disabled families</b>  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For PH activities:</b><br>Does the MTW activity apply to all public housing developments?<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For PH activities:</b><br>The MTW activity applies to all developments<br><br><b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers                                 |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | Yes   |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | Yes<br>1. Alternative Recertification Schedule<br>2. Restrict move to higher contract rent for Zero HAP Families<br>3. Eliminate Flat Rent<br>4. Stepped Rent   |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | Yes   |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

| <b>1.e., 1.f. - Minimum Rent (PH &amp; HCV)</b>                     | <b>Input options and instructions</b> |
|---|---------------------------------------|
| How much is the minimum rent or minimum Total Tenant Payment (TTP)? | \$ 130 minimum rent                   |

**FY22 RHE Impact Analysis Activity 4**  
**Minimum Rent**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

**Public Housing**

There are currently approximately 20 workable families in the Public Housing Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$1,600.

**Housing Choice Voucher**

There are currently approximately 45 workable families in the Voucher Program whose income-based rent is less than the minimum rent for which the minimum rent increase will affect. It is anticipated that the increase in the minimum rent by \$80 from \$50 to \$130 will increase the amount of tenant rent collected annually by a total of \$3,600.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

**Public Housing**

Program rules dictate a family must pay the higher of the tenant-based rent or the minimum rent. Currently there are 20 public housing families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the Public Housing Program by 160%.

**Housing Choice Voucher**

Program rules dictate a family must pay the higher of 30% of adjusted income or 10% of gross income and never less than the minimum rent. Currently there are 45 HCV families that pay the minimum rent of \$50.

It is anticipated the implementation of an increased minimum rent will raise the tenant rent paid by affected families in the HCV Program by 160%.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

This waiver will not affect the waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the termination rate of families.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Objective - Cost Effectiveness*

This waiver will increase the cost effectiveness of both the Public Housing and HVC Programs. The amount of tenant rent collected in the Public Housing Program will increase and the amount of HAP paid under the HCV program will decrease. These funds will be available to fund self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets.

*MTW Statutory Objective – Self Sufficiency*

This waiver will provide incentives for families to work, decrease the incentive to voluntarily make decisions that would reduce household income, and reduce client dependence on the subsidy safety net.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

It is anticipated that the rate of hardship requests will increase regarding minimum rent waivers for both the Public Housing and HCV Programs. Historically RHE has only received one request to waive the minimum rent in the last seven years. It is expected that the majority, 90%, of initial minimum rent waiver requests will be approved.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is implemented based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

**RHE ACTIVITY 5**  
**Initial Rent Burden (HCV)**

| <b>Core Question/Comment</b>  | <b>Answer</b>   |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will increase the maximum family rent share, which is currently 40% of adjusted monthly income. The initial rent burden will increase not to exceed 50% of the family’s monthly income. This will increase housing choices and lessen workable families’ dependence on Federal subsidy. |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Self-Sufficiency<br>Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Cost Neutral  |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies only to a subset or subsets of assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies only to selected family types:<br><b>Non-elderly, non-disabled families</b>  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers  |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | Yes   |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

| <b>I.o. - Initial Rent Burden (HCV)</b>   | <b>Input options and instructions</b> |
|---|---------------------------------------|
| If the MTW agency plans to implement a new maximum income-based rent percentage (higher than 40% of adjusted monthly income), what is that maximum? | 60%                                   |

## **FY22 RHE Impact Analysis Activity 5**

### **Initial Rent Burden**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

Approximately two percent, roughly 10 HCV families, pay more than 40% of their income towards their rent. RHE does not anticipate many families will choose this option due to the increase in tenant rent the family is likely to experience. Approximately one and one half percent, roughly seven HCV families, pay between 31% and 39% of their income towards their rent. These seven families would be best positioned to take advantage of this waiver and not experience an increase in tenant rent that is unaffordable.

This waiver will have a little impact on the Agency's financials. The majority of families that pay above 40% of their income toward rent are also have gross rents above the payment standard. Current program rules do not allow HAP to be paid for expenses above the Payment Standard; therefore, any additional increases in rent to be paid would be borne by the family.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

This waiver may increase a family's rent burden, which may have a negative effect on housing affordability; however, this waiver is completely optional for the family.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

The waiver will not affect the waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the agency's termination rate of families.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Goal – Self Sufficiency*

This waiver will increase self-sufficiency by allowing families to pay more of their income towards their housing costs which is in line with the open rental market.

*MTW Statutory Goal – Housing Choice*

This waiver will increase housing choices as families are able to choose from a broader pool of available units.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Housing Choice and Self-Sufficiency.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

## RHE ACTIVITY 6

### Modify Income Exclusion for Full Time Students (Public Housing & HCV)

| Core Question/Comment   | Answer   |
|---|--|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will increase self-sufficiency opportunities by giving an allowance for money spent directly on educational expenses. RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Self-sufficiency   |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Cost Neutral   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies only to a subset or subsets of assisted households  |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households   |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies only to selected family types:<br><b>Non-elderly, non-disabled families</b>   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For PH activities:</b><br>Does the MTW activity apply to all public housing developments?<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For PH activities:</b><br>The MTW activity applies to all developments<br><br><b>For HCV activities:</b><br>1. The MTW activity applies to all tenant-based units<br>2. The MTW activity applies to all properties with project-based vouchers  |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No   |
| Does this MTW activity require a hardship policy?   | No   |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No   |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No   |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A  |
| Does the MTW activity require an impact analysis?   | No   |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A  |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A  |

| <b>1.v., 1.w. - Alternative Income Inclusions/Exclusions (PH &amp; HCV)</b> | <b>Input options and instructions</b>  |
|---|--|
| What inclusions or exclusions will be eliminated, modified, or added?       | RHE will exclude income for household members (both head of household and household members) that are full-time students. The income exclusion will equal the amount the student pays for educational costs (books, tuition, fees etc.). |

## RHE ACTIVITY 7

### Rent Reasonableness – Third-Party Requirement (HCV)

| Core Question/Comment   | Answer  |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will remove the requirement to have a third-party perform rent reasonableness determinations on Project Based Voucher units owned, managed, or controlled by RHE. |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Decreased expenditures  |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers            |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

| <b>2.d. - Rent Reasonableness – Third-Party Requirement (HCV)</b>                       |  |
|---|--|
| Please explain or upload a description of the quality assurance method.                 | RHE will ensure quality by making the new method visible, reviewing the policies used in developing the data, providing documentation, consulting with experts and users (if and when needed), and by keeping users informed about corrections and revisions.  |
| Please explain or upload a description of the rent reasonableness determination method. | The rent reasonableness process involves utilizing the on-line search engine to identify at least 3 similar units and documenting the reasonableness of the rent compared to the similar units found. This process is the standard method RHE uses for all voucher rent reasonableness tests. The standard rent reasonableness process would not change. |

## RHE ACTIVITY 8

### Housing Quality Standards -Third-Party Requirement (HCV)

| Core Question/Comment   | Answer   |
|---|--|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will remove the requirement to have a third-party perform HQS inspections on Project Based Voucher units owned, managed, or controlled by RHE.         |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness   |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Decreased expenditures   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households  |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households   |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No   |
| Does this MTW activity require a hardship policy?   | No   |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No   |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No   |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A  |
| Does the MTW activity require an impact analysis?   | No   |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No   |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A  |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A  |

| 5.c. - Third-Party Requirement (HCV)                                    | Input options and instructions  |
|---|---|
| Please explain or upload a description of the quality assurance method. | The quality control/assurance methodology that will be used for RHE performed HQS inspections, on RHE owned units, will be to have a third-party contractor conduct the quality control inspections on those units. The quality control inspection size will be based on the SEMAP quality control sample size requirement. |

**RHE ACTIVITY 9**  
**Increase PBV Program Cap (HCV)**

| <b>Core Question/Comment</b>  | <b>Answer</b>  |
|---|--|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will increase the cap on the number of vouchers that can be project-based from 20% not to exceed 50%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.  |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Housing choice   |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Increased revenue<br><br>RHE estimates the revenue will increase due to the ability to leverage financing on project-based units. The more project-based voucher units there are the more financing leverage will be available.  |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households  |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households   |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers.<br><br>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD’s conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate. |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No   |
| Does this MTW activity require a hardship policy?   | No   |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No   |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No   |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A  |
| Does the MTW activity require an impact analysis?   | No   |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No   |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A  |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A  |

| <b>9.a. - Increase PBV Program Cap (HCV)</b>   | <b>Input options and instructions</b> |
|--|---------------------------------------|
| What percentage of total authorized HCV units will be authorized for project-basing? | Up to 50%                             |

**RHE ACTIVITY 10**  
**Increase PBV Project Cap (HCV)**

| <b>Core Question/Comment</b>  | <b>Answer</b>   |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will increase the cap on the percentage of project-based vouchers that can be project based in a building or project from 25% to 100%. This will allow RHE the flexibility to utilize the project-based voucher program to support the repositioning of public housing assets.  |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Increased revenue<br><br>RHE estimates the revenue will increase due to the ability to leverage financing on project based units. The more PBV units there are the more financing leverage will be available.   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers<br><br>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD’s conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate. |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

## RHE ACTIVITY 11

### Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV)

| Core Question/Comment   | Answer  |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will eliminate the selection process in the award of Project Based Vouchers to properties owned by RHE that are not public housing without engaging in an initiative to improve, develop, or replace a public housing property on site.   |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Decrease expenditures<br><br>This will decrease the administrative burden associated with the RFP process   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers<br><br>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate. |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

## RHE ACTIVITY 12

### Increase PBV HAP Contract Length (HCV)

| Core Question/Comment   | Answer  |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will increase the length of the term of a Project Based Contract up to 50 years including extensions subject to appropriations and the end of the MTW Authorization. This will allow RHE to have an initial contract year of 15 to 20 years with renewal options.   |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Increase revenue<br><br>The ability to leverage PBV units for a longer period of time will allow for more financing to be leveraged   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers<br><br>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate. |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

## RHE ACTIVITY 13

### Limit Portability for PBV Units (HCV)

| Core Question/Comment   | Answer  |
|---|---|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will waive the requirement to provide a tenant-based voucher at 12 months when requested by a Project Based Voucher household. RHE will require Project Based Voucher households to remain in place for 24 months prior to being eligible to receive an available tenant-based voucher.   |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Housing choice  |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Increased revenue<br>Decreased expenditures   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies to all assisted households   |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households  |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies to all family types  |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers<br><br>RHE will apply this activity to RHE owned properties that are converting to project-based voucher developments through HUD's conversion programs, specifically David Scull Courts MD00700001. RHE will also make this waiver available to future affordable housing developments in which RHE may participate. |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | No  |
| Does this MTW activity require a hardship policy?   | No  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | No  |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No  |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A   |
| Does the MTW activity require an impact analysis?   | No  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No  |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A   |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A   |

**RHE ACTIVITY 14**  
**Housing Development Programs (HCV)**

| Core Question/Comment  | Answer   |
|--|--|
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>  | <p>RHE will utilize block grant funding to acquire, renovate, and/or build affordable units for low-income families that are not public housing units. Activities would be inclusive of, but not limited to, construction financing, gap financing, funding of reserves, and guarantees for non-public housing authority development of affordable housing. Development or investment in other affordable housing will include a variety of funding sources to include, but not limited to, project-based vouchers, Low Income Housing Tax Credits (LIHTC), federally insured loans, and state and local funding. Ownership structures are expected to vary depending on the deal structure.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>Cost effectiveness<br/>Housing choice</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p>Neutral (no cost implications)</p> <p>This activity will initially be a cost neutral activity as funding is shifted from one activity to another. However, the shift to development activities will allow RHE to leverage additional funding which will ultimately lead to increased revenue.</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p>The MTW activity applies to all assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p>New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p>The MTW activity applies to all family types</p>  |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For PH activities:</b><br/>The MTW activity applies to all developments</p> <p><b>For HCV activities:</b><br/>The MTW activity applies to all tenant-based units<br/>The MTW activity applies to all properties with project-based vouchers</p>  |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p>No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p>No</p>  |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p>No</p>  |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>  | <p>No</p>  |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>   | <p>N/A</p>   |
| <p>Does the MTW activity require an impact analysis?</p>   | <p>No</p>  |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>  | <p>No</p>  |
| <p>Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.</p>  | <p>N/A</p>   |

|  |     |
|--|-----|
| Please provide an explanation as to why the activity was discontinued or will be discontinued. | N/A |
|--|-----|

**17.c. Housing Development Programs**

For each LNT housing development that the MTW agency will commit funds to or spend funds on in this Fiscal Year, in Table 17.c.1 below please add the name of the development to one column heading and then provide the requested information, including the MTW agency role (Acquisition, Rehabilitation, or New Construction), the type of MTW agency financing (Gap Financing, Tax Credit Partnership, Other), and the total number of affordable units in the development. If possible, please provide a breakdown of the number of affordable units by level of affordability.

**Housing Development Programs that the MTW Agency plans to commit Funds to in Fiscal Year [autofill upcoming year]**

| Question   | David Scull Courts/Scattered Sites MD00700000 1 ( see attached address listings) |  |  |  |
|--|--|--|--|--|
| MTW Role: Acquisition, Rehabilitation, New Construction?                   | PH to PBV Conversion/Rehab   |  |  |  |
| Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other | Gap, funding for capital repairs   |  |  |  |
| Number of Affordable Units   | 105  |  |  |  |
| Total Number of Units  | 105  |  |  |  |
| Number of Units by Affordability   |  |  |  |  |
| • 80% of AMI   | 12   |  |  |  |
| • 60% of AMI   | 22   |  |  |  |
| • 30% of AMI   | 71   |  |  |  |
| • Other  |  |  |  |  |

**Housing Development Programs that the MTW Agency plans to spend funds on in the Fiscal Year [autofill upcoming year]**

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

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| David Scull - Public Housing |                     |
|------------------------------|---------------------|
| 1200 First Street            | Rockville, MD 20850 |
| 1202 First Street            | Rockville, MD 20850 |
| 1204 First Street            | Rockville, MD 20850 |
| 1206 First Street            | Rockville, MD 20850 |
| 1208 First Street            | Rockville, MD 20850 |
| 1210 First Street            | Rockville, MD 20850 |
| 1212 First Street            | Rockville, MD 20850 |
| 1214 First Street            | Rockville, MD 20850 |
| 1216 First Street            | Rockville, MD 20850 |
| 1218 First Street            | Rockville, MD 20850 |
| 1220 First Street            | Rockville, MD 20850 |
| 1222 First Street            | Rockville, MD 20850 |
| 1224 First Street            | Rockville, MD 20850 |
| 1226 First Street            | Rockville, MD 20850 |
| 1228 First Street            | Rockville, MD 20850 |
| 1230 First Street            | Rockville, MD 20850 |
| 1232 First Street            | Rockville, MD 20850 |
| 1234 First Street            | Rockville, MD 20850 |
| 1236 First Street            | Rockville, MD 20850 |
| 1238 First Street            | Rockville, MD 20850 |
| 1240 First Street            | Rockville, MD 20850 |
| 1242 First Street            | Rockville, MD 20850 |
| 1244 First Street            | Rockville, MD 20850 |
| 1246 First Street            | Rockville, MD 20850 |
| 1248 First Street            | Rockville, MD 20850 |
| 1250 First Street            | Rockville, MD 20850 |
| 1252 First Street            | Rockville, MD 20850 |
| 1254 First Street            | Rockville, MD 20850 |
| 1256 First Street            | Rockville, MD 20850 |
| 1258 First Street            | Rockville, MD 20850 |
| 1260 First Street            | Rockville, MD 20850 |
| 1262 First Street            | Rockville, MD 20850 |
| 1264 First Street            | Rockville, MD 20850 |
| 1266 First Street            | Rockville, MD 20850 |
| 1268 First Street            | Rockville, MD 20850 |
| 1270 First Street            | Rockville, MD 20850 |
| 1272 First Street            | Rockville, MD 20850 |
| 1274 First Street            | Rockville, MD 20850 |
| 1276 First Street            | Rockville, MD 20850 |
| 1278 First Street            | Rockville, MD 20850 |
| 1280 First Street            | Rockville, MD 20850 |
| 1282 First Street            | Rockville, MD 20850 |
| 1284 First Street            | Rockville, MD 20850 |
| 1286 First Street            | Rockville, MD 20850 |
| 1288 First Street            | Rockville, MD 20850 |
| 1290 First Street            | Rockville, MD 20850 |
| 1292 First Street            | Rockville, MD 20850 |

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

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|                                       |                     |
|---------------------------------------|---------------------|
| 1294 First Street                     | Rockville, MD 20850 |
| 1296 First Street                     | Rockville, MD 20850 |
| 1298 First Street                     | Rockville, MD 20850 |
| 1300 First Street                     | Rockville, MD 20850 |
| 1302 First Street                     | Rockville, MD 20850 |
| 1304 First Street                     | Rockville, MD 20850 |
| 1306 First Street                     | Rockville, MD 20850 |
| 1308 First Street                     | Rockville, MD 20850 |
| 1310 First Street                     | Rockville, MD 20850 |
| 1312 First Street                     | Rockville, MD 20850 |
| 1314 First Street                     | Rockville, MD 20850 |
| 1316 First Street                     | Rockville, MD 20850 |
| 1318 First Street                     | Rockville, MD 20850 |
| 1320 First Street                     | Rockville, MD 20850 |
| 1322 First Street                     | Rockville, MD 20850 |
| 1301 First Street                     | Rockville, MD 20850 |
| 1303 First Street                     | Rockville, MD 20850 |
| 1305 First Street                     | Rockville, MD 20850 |
| 1307 First Street                     | Rockville, MD 20850 |
| 1309 First Street                     | Rockville, MD 20850 |
| 1311 First Street                     | Rockville, MD 20850 |
| 1313 First Street                     | Rockville, MD 20850 |
| 1315 First Street                     | Rockville, MD 20850 |
| 1317 First Street                     | Rockville, MD 20850 |
| 1319 First Street                     | Rockville, MD 20850 |
| 1321 First Street                     | Rockville, MD 20850 |
| 1323 First Street                     | Rockville, MD 20850 |
| 1325 First Street                     | Rockville, MD 20850 |
| 1327 First Street                     | Rockville, MD 20850 |
|                                       |                     |
| <b>Public Housing Scattered Sites</b> |                     |
| 202 Horners Ln                        | Rockville, MD 20850 |
| 506 Crabb Ave                         | Rockville, MD 20850 |
| 609 Crabb Ave                         | Rockville, MD 20850 |
| 328 Lincoln Ave                       | Rockville, MD 20850 |
| 339 Howard Ave                        | Rockville, MD 20850 |
| 501 Pinewood Rd                       | Rockville, MD 20850 |
| 512 Pinewood Rd                       | Rockville, MD 20850 |
| 512 Woodston Rd                       | Rockville, MD 20850 |
| 618 Burgundy Dr                       | Rockville, MD 20850 |
| 608 Longwood Dr                       | Rockville, MD 20850 |
| 726 Grandin Ave                       | Rockville, MD 20850 |
| 615 N. Stonestreet Ave                | Rockville, MD 20850 |
| 914 N. Stonestreet Ave                | Rockville, MD 20850 |
| 330 Beall Ave                         | Rockville, MD 20850 |
| 205 N. Van Buren St                   | Rockville, MD 20850 |
| 226 N. Van Buren St                   | Rockville, MD 20850 |
| 507 Bickford Ave                      | Rockville, MD 20850 |

## Rockville Housing Enterprises

### PH Units - David Scull Scattered Site

|                    |                     |
|--------------------|---------------------|
| 509 Bickford Ave   | Rockville, MD 20850 |
| 102 North St       | Rockville, MD 20850 |
| 609 W. Lynfield Dr | Rockville, MD 20850 |
| 1309 Gladstone Dr  | Rockville, MD 20851 |
| 1807 McAuliffe Dr  | Rockville, MD 20851 |
| 1633 Lewis Ave     | Rockville, MD 20851 |
| 1305 Clagett Dr    | Rockville, MD 20851 |
| 1208 Parrish Dr    | Rockville, MD 20851 |
| 1211 Highwood Rd   | Rockville, MD 20851 |
| 1106 Broadwood Dr  | Rockville, MD 20851 |
| 1620 Burris Rd     | Rockville, MD 20851 |
| 13303 Midway Ave   | Rockville, MD 20851 |

## RHE ACTIVITY 15

### Restrict Moving to a Higher Contract Rent for Zero HAP Families (HCV)

| Core Question/Comment   | Answer   |
|---|--|
| <b>Narrative.</b> Describe the MTW activity, the MTW agency's goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.  | RHE will encourage self-sufficiency by preventing families that reach zero Housing Assistance Payments (HAP) from moving to a unit with a higher contract rent that will result in the calculation of a HAP payment for the purposes of staying on the voucher program within the six-month zero HAP period. |
| <b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?  | Cost effectiveness<br>Self-sufficiency   |
| <b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.   | Decreased expenditures   |
| <b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?   | The MTW activity applies only to a subset or subsets of assisted households  |
| <b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?  | New admissions and currently assisted households   |
| <b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?  | The MTW activity applies only to selected family types:<br><b>Non-elderly, non-disabled families</b>   |
| <b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.<br><br><b>For HCV activities:</b><br>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers? | <b>For HCV activities:</b><br>The MTW activity applies to all tenant-based units<br>The MTW activity applies to all properties with project-based vouchers   |
| Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?  | Yes  |
| Does this MTW activity require a hardship policy?   | Yes  |
| Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)   | Yes<br>1. Alternative Recertification Schedule<br>2. Minimum Rent<br>3. Eliminate Flat Rent<br>4. Stepped Rent   |
| Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?  | No   |
| How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?   | N/A  |
| Does the MTW activity require an impact analysis?   | Yes  |
| Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)  | No   |
| Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  | N/A  |
| Please provide an explanation as to why the activity was discontinued or will be discontinued.  | N/A  |
| Statute or Regulation Waived  | 24 CFR § 982.552   |

**FY22 RHE Impact Analysis Activity 15**  
**Restrict Moving to a Higher Contract Rent for Zero HAP Families**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

This waiver is anticipated to have an insignificant impact on the agency's financials. The ability of families to not have the option to increase their housing costs during the last 6 months of program participation will ensure the HAP costs for families, in that circumstance, conclude and do not continue based on a voluntary, family-made decision to relocate.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

This waiver will encourage families to make housing choices that increase the stability of their housing situation during the last 6 months of program eligibility and not increase their housing costs.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

The waiver will not affect the waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will not affect the agency's termination rate of families.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Goal – Cost Effectiveness*

This waiver will affect families on the precipice of program graduation. It decreases the chance that a family will voluntarily increase their housing costs to continue HAP payments. This will, in turn, increase the cost effectiveness of RHE program.

*MTW Statutory Goal – Self Sufficiency*

This waiver will reduce a family's ability to make housing choice decisions that will allow them to continue receiving housing subsidy in lieu of program graduation.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet both the statutory objectives of Cost-Effectiveness and Self-Sufficiency.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

RHE does not anticipate this waiver will result in hardship requests as this is voluntary on the part of the HCV participant.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is based on client choice in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

## RHE ACTIVITY 16

### Eliminate Flat Rent (Public Housing)

| Core Question/Comment  | Answer  |
|--|---|
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>  | <p>RHE will eliminate of flat rents in public housing. This activity will encourage self -sufficiency by removing the incentive to stay in public housing when a family’s income will sustain market rate housing. Current HUD rules dictate families have a choice to pay flat rent or income-based rent, even when the income based rent would be higher than the flat rent. This disincentivizes families from moving off of subsidized housing when their incomes can support market rent. Flat rent is based on the Fair Market Rent less the utility allowance. Income based rent is 30% of family’s adjusted income.</p> <p>Once a family’s income based rent reaches Fair Market Rent for a period of 6 months, the family’s public housing assistance will be terminated, and the family will be provided with a 6 month notice to vacate.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>Cost effectiveness<br/>Self-sufficiency<br/>Housing choice</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p>Increased revenue<br/>Decreased expenditures</p>   |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p>The MTW activity applies to all assisted households</p>  |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p>New admissions and currently assisted households</p>   |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p>The MTW activity applies to all family types</p>   |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> | <p><b>For PH activities:</b><br/>The MTW activity applies to all developments</p>   |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p>Yes</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p>Yes</p>  |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p>Yes</p> <ol style="list-style-type: none"> <li>1. Alternative Recertification Schedule</li> <li>2. Minimum Rent</li> <li>3. Restrict Moving to a Higher Contract Rent for Zero HAP Families</li> <li>4. Stepped Rent</li> </ol>  |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>  | <p>No</p>   |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>   | <p>N/A</p>  |
| <p>Does the MTW activity require an impact analysis?</p>   | <p>Yes</p>  |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Onlyupload impact analysis once when said impact analysis applies tomultiple MTW activities.)</p>  | <p>No</p>   |
| <p>Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.</p>  | <p>N/A</p>  |

|  |                |
|--|----------------|
| Please provide an explanation as to why the activity was discontinued or will be discontinued. | N/A            |
| Statue or Regulation Waived  | 24 CFR 960.253 |

## **FY22 RHE Impact Analysis Activity 16**

### **Eliminate Flat Rent**

**1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

There are currently three families in the Public Housing Program that pay a flat rent. The combined monthly difference between the flat rent charged and the income-based total tenant payment (TTP) is \$4,075 resulting in an annual amount of \$48,900. If the flat rent were eliminated, RHE would experience an annual increase in tenant rent collected of \$48,900. RHE would not incur any additional expenses as the recertification process for the families would not change. The per family subsidy contribution would decrease.

**2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

Families will pay rent based on their income with no flat rent cap. While this change will likely result in an increase in what families will pay toward their housing cost, the percentage of their income paid toward housing cost will remain the same; the affordability factor will not change.

**3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**

The waiver will not affect waiting list.

**4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**

This waiver will most likely increase the termination rate. However, since families will be leaving the program due to their ability to afford market rent, RHE chooses to categorize the families that leave the program, under this waiver, as families that have achieved self-sufficiency and no longer need subsidy.

**5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**

This waiver will likely decrease occupancy levels in the short term; however, it will allow for families coming from the waiting list to receive low-income housing.

**6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**

*MTW Statutory Goal - Cost Effectiveness*

This waiver will increase the amount of tenant rent received, thereby increasing available funds for capital repairs and public housing asset repositioning.

*MTW Statutory Goal – Self Sufficiency*

This waiver will provide incentives to families to utilize their income to rent market rate units, thereby achieving self-sufficiency and eliminating the reliance on the Public Housing program.

*MTW Statutory Goal – Housing Choice*

This waiver will incentivize families to expand their housing search beyond the public housing community.

**7. Impact on the agency's ability to meet the MTW statutory requirements**

This waiver will enable RHE to meet the statutory objectives of Cost Effectiveness, Self-Sufficiency, and Housing Choice.

**8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

It is anticipated there will be a few hardship requests received for this waiver as well as incomes to support market rent or homeownership. RHE anticipates that 10% of the hardship requests received will be approved.

**9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This waiver is implemented based on income reviews, in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

## RHE ACTIVITY 17

### Graduated Total Tenant Payment (Public Housing & HCV)

| Core Question/Comment  | Answer   |
|--|--|
| <p><b>Narrative.</b> Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.</p>  | <p>RHE will increase client graduation from both the public housing and HCV programs and eliminate subsidy dependence by initiating a graduated total tenant payment (TTP) for workable families. The TTP will increase by the greater of the increase in TTP based on the increase in household income or 5% each year for families on annual recertifications schedules and 10% for families with triennial recertification schedules.</p> |
| <p><b>MTW Statutory Objectives.</b> Which of the MTW statutory objectives does this MTW activity serve?</p>  | <p>Cost effectiveness<br/>Self-sufficiency</p>   |
| <p><b>Cost implications.</b> What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.</p>   | <p>Increased revenue<br/>Decreased expenditures</p>  |
| <p><b>Different policy by household status/family types/sites?</b> Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?</p>   | <p>The MTW activity applies only to a subset or subsets of assisted households</p>   |
| <p><b>Household Status.</b> Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?</p>  | <p>New admissions and currently assisted households</p>  |
| <p><b>Family Types.</b> Does the MTW activity apply to all family types or only to selected family types?</p>  | <p>The MTW activity applies only to selected family types:<br/><b>Non-elderly, non-disabled families</b></p>   |
| <p><b>Location.</b> Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.</p> <p><b>For PH activities:</b><br/>Does the MTW activity apply to all public housing developments?</p> <p><b>For HCV activities:</b><br/>Does the MTW activity apply to all HCV tenant-based units and properties with project-based vouchers?</p> | <p><b>For PH activities:</b><br/>The MTW activity applies to all developments</p> <p><b>For HCV activities:</b><br/>The MTW activity applies to all tenant-based units<br/>The MTW activity applies to all properties with project-based vouchers</p>  |
| <p>Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?</p>  | <p>No</p>  |
| <p>Does this MTW activity require a hardship policy?</p>   | <p>Yes</p>   |
| <p>Does the hardship policy apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload hardship policy once when said policy applies to multiple MTW activities.)</p>   | <p>Yes</p> <ol style="list-style-type: none"> <li>1. Minimum Rent</li> <li>2. Alternative Recertification Schedule For Households</li> <li>3. Restrict move to higher contract rent for Zero HAP Families</li> <li>4. Eliminate Flat Rent</li> </ol>   |
| <p>Has the MTW agency modified the hardship policy since the last submission of the MTW Supplement?</p>  | <p>No</p>  |
| <p>How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?</p>   | <p>N/A</p>   |
| <p>Does the MTW activity require an impact analysis?</p>   | <p>Yes</p>   |
| <p>Does the impact analysis apply to more than this MTW activity? If yes, then please list all of the applicable MTW activities. (Only upload impact analysis once when said impact analysis applies to multiple MTW activities.)</p>  | <p>No</p>  |
| <p>Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.</p>  | <p>N/A</p>   |
| <p>Please provide an explanation as to why the activity was discontinued or will be discontinued.</p>  | <p>N/A</p>   |

| 1.c., 1.d. - Stepped Rent (PH & HCV)  | Input options and instructions   |
|---|--|
| Upload a document that presents the stepped rent schedule in the form of a table.                   |  |
| If a household progresses all the way through the stepped rent schedule, what will their status be? | <input checked="" type="checkbox"/> They will no longer receive a subsidy<br><input type="checkbox"/> They will continue to receive a shallow subsidy<br><input type="checkbox"/> Other\Not Applicable. [If checked]: Please explain |

**ROCKVILLE HOUSING ENTERPRISES**  
**Public Housing & HCV**  
**Graduated Total Tenant Payment Schedule**  
**(Stepped Rent)**

| <b>Residency Year</b> | <b>Able-Bodied Households (Triennial Recertifications)</b>   | <b>Able-Bodied Households with Zero Income &amp; making less than the Minimum Rent Income Level (Annual Recertifications)</b>     |
|-----------------------|--|---|
| <b>Year 1</b>         | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%. | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 2</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 3</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 4</b>         | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%. | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 5</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 6</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 7</b>         | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%. | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 8</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 9</b>         |  | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |
| <b>Year 10</b>        | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 10%. | The total tenant payment (TTP) will escalate by the greater of the increase in TTP based on the growth in household income or 5%. |

## **FY22 RHE Impact Analysis Activity 17** **Graduated Total Tenant Payment**

### **1. Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)**

#### ***Public Housing Program Impact***

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in three income bands: families below 50% AMI, families between 80% and 50% AMI, and families above 80% AMI.

#### ***PH Workable Families Below 50% AMI***

Approximately 66% or 51 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$277. A 5% increase in the TTP will result in an average increase of \$3 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$15 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$3. The estimated aggregate increase in tenant rent collected from workable families below 50% of the AMI over the 10-year period is \$373.

#### ***PH Workable Families Between 50% and 80% AMI***

Approximately 24% or 19 workable families have incomes between 50% and 80% of the AMI. The average monthly tenant rent for these families is \$900. A 5% increase in the TTP will result in an average increase of \$2 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$5 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$13. The estimated aggregate increase in tenant rent collected from workable families between 50% and 80% AMI over the 10-year period is \$1,478.

#### ***PH Workable Families Above 80% AMI***

Approximately 10% or 8 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,560. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$9 a month. In years 7 - 10, the average monthly tenant rent increase is estimated to be \$23. The estimated aggregate increase in tenant rent collected from workable families above 80% of the AMI over the 10-year period is \$2,562.

The overall combined projected increase in tenant rent collected from all workable families over the 10-year period is \$4,413.

#### ***Housing Choice Voucher Program Impact***

In analyzing the impact of a graduated Total Tenant Payment (TTP), RHE analyzed workable families in two income bands: families below 50% AMI and families above 80% AMI. There were not a significant number of families between 50% and 80% of the AMI; therefore, those few families were absorbed into the other income categories for this data analysis.

#### ***HCV Workable Families Below 50% AMI***

Approximately 74% or 57 workable families have incomes below 50% of the AMI. The average monthly tenant rent for these families is \$313. A 5% increase in the TTP will result in an average increase of \$1 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$2 a month. In years 7 – 10, the average monthly tenant rent increase is estimated to be \$5. The estimated aggregate increase in tenant rent paid by workable families below 50% of the AMI over the 10-year period is \$514.

#### ***HCV Workable Families Above 80% AMI***

Approximately 26% or 20 workable families have incomes above 80% of the AMI. The average monthly tenant rent for these families is \$1,392. A 5% increase in the TTP will result in an average increase of \$4 a month in the tenant rent for the first 5 years. Between years 5 and 6, the tenant rent will increase an average of \$7 a month. In years 7 -10, the average monthly tenant rent increase is estimated to be \$21. The estimated aggregate increase in tenant rent paid by workable families above 80% of the AMI over the 10-year period is \$2,286.

The overall combined projected increase in tenant rent paid by all workable families over the 10 year period is \$2,800. It is estimated the HAP costs will decrease by \$2,800.

### **2. Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)**

This waiver will have a minimal impact on a family's ability to afford their housing costs. The increase in tenant rent is minimal resulting in an annual increase of less than \$5 for the first 5 years.

- 3. Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)**  
The waiver will not affect waiting list.
- 4. Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)**  
This waiver will not affect the agency's termination rate of families.
- 5. Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program**  
This waiver will not affect the agency's current occupancy level in public housing or utilization rate in the HCV program.
- 6. Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice**  
*MTW Statutory Goal - Cost Effectiveness*  
This waiver will increase the amount of available funds to support self-sufficiency activities, preserve existing affordable housing assets, and acquire new affordable housing assets by \$7,213 over a ten year period.  
  
*MTW Statutory Goal – Self Sufficiency*  
This waiver will create an environment that is comparable to that of market rate rentals, wherein tenants are subject to annual rent increases regardless of their income status.
- 7. Impact on the agency's ability to meet the MTW statutory requirements**  
This waiver will enable RHE to meet both the statutory objectives of Cost Effectiveness and Self-Sufficiency.
- 8. Impact on the rate of hardship requests and the number granted and denied as a result of this activity**  
RHE anticipates this waiver will increase the rate of hardship requests. The number of requests granted will likely increase as well.
- 9. Across the other factors above, the impact on protected classes (and any associated disparate impact)**  
This waiver is based on income reviews in which protected class is not a factor. Therefore, there is no anticipated impact on protected classes.

|            |   |
|------------|---|
| <b>D.</b>  | <b>Safe Harbor Waivers.</b>   |
| <b>D.1</b> | <p><b>Safe Harbor Waivers seeking HUD Approval:</b><br/> The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency’s description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?</p> <p><input checked="" type="checkbox"/> No</p>   |
| <b>E.</b>  | <b>Agency-Specific Waivers.</b>   |
| <b>E.1</b> | <p><b>Agency-Specific Waivers for HUD Approval:</b><br/> The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.</p> <p>In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.</p> <p>For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency’s description of how the comments were considered, as a required attachment to the MTW Supplement.</p> <p>Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?</p> <p><input checked="" type="checkbox"/> Yes</p> <ol style="list-style-type: none"> <li>1. <b>Restrict move to higher contract rent for Zero HAP Families – HCV</b></li> <li>2. <b>Eliminate Flat Rent – PH</b></li> </ol> |

| <b>E.2</b>                       | <p><b>Agency-Specific Waiver(s) for which HUD Approval has been Received:</b><br/>For each previously approved Agency-Specific Waiver(s), a set of questions will populate.</p> <p>Does the MTW agency have any approved Agency-Specific Waivers?</p> <p><input checked="" type="checkbox"/> No</p>  |  |                                    |                 |
|----------------------------------|--|--|------------------------------------|-----------------|
| <b>F.</b>                        | <b>Public Housing Operating Subsidy Grant Reporting.</b>   |  |                                    |                 |
| <b>F.1</b>                       | Please provide the public housing Operating Subsidy grant information in the table below for Operating Subsidy grants appropriated in each Federal Fiscal Year the PHA is designated an MTW PHA.   |  |                                    |                 |
| <b>Federal Fiscal Year (FFY)</b> | <b>Total Operating Subsidy Authorized Amount</b>   | <b>How Much PHA Disbursed by the 9/30 Reporting Period</b> | <b>Remaining Not Yet Disbursed</b> | <b>Deadline</b> |
| 2021                             | \$673,465  | \$   | \$                                 | 9/30/2029       |
| 2022                             | \$   | \$   | \$                                 | 9/30/2030       |
| 2023                             | \$   | \$   | \$                                 | 9/30/2031       |
|                                  |  |  |                                    |                 |
|                                  |  |  |                                    |                 |
|                                  |  |  |                                    |                 |
| <b>G.</b>                        | <b>MTW Statutory Requirements.</b>   |  |                                    |                 |
| <b>G.1</b>                       | <p><b>75% Very Low Income – Local, Non-Traditional.</b></p> <p>HUD will verify compliance with the statutory requirement that at least 75% of the households assisted by the MTW agency are very low-income for MTW public housing units and MTW HCVs through HUD systems. The MTW PHA must provide data for the actual families housed upon admission during the PHA’s most recently completed Fiscal Year for its Local, Non-Traditional program households.</p> |  |                                    |                 |

| <b>Income Level</b>                            | <b>Number of Local, Non-Traditional Households Admitted in the Fiscal Year*</b> |
|--|---|
| <b>80%-50% Area Median Income</b>              | <b>48</b>   |
| <b>49%-30% Area Median Income</b>              | <b>78</b>   |
| <b>Below 30% Area Median Income</b>            | <b>77</b>   |
| <b>Total Local, Non-Traditional Households</b> | <b>203</b>  |

\*Local, non-traditional income data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

|  |   |  |
|--|---|--|
| <b>G.2</b>   | <b>Establishing Reasonable Rent Policy.</b>   |  |
| <b>Question</b>  | <b>Input options and instructions</b>   |  |
| Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?  | Yes. RHE will introduce a minimum rent requirement, eliminate Earned Income Disallowance, modify income exclusions for full-time students, and increase the initial rent burden of HCV participants. All waivers will be implemented immediately at the beginning of the fiscal year once the FY22 MTW Supplement has been approved by HUD. |  |
| <b>G.3</b>   | <b>Substantially the Same (STS) – Local, Non-Traditional.</b>   |  |
| <b>Questions</b>   | <b>Input options and instructions</b>   |  |
| Please provide the total number of unit months that families were housed in a local, non-traditional rental subsidy for the prior full calendar year.                        | 0 unit months   |  |
| Please provide the total number of unit months that families were housed in a local, non-traditional housing development program for the prior full calendar year.           | 2,436 unit months   |  |
| How many units, developed under the local, non-traditional housing development activity, were available for occupancy during the prior full calendar year (by bedroom size)? | Please include only those units that serve households <b>at or below 80% of AMI</b> in the table provided. <b>203</b>   |  |

| PROPERTY NAME/ADDRESS                                 | 0/1 BR | 2 BR | 3 BR | 4 BR | 5 BR | 6+ BR | TOTAL UNITS | POPULATION TYPE* | # of Section 504 Accessible (Mobility)** | # of Section 504 Accessible (Hearing/Vision) | Was this Property Made Available for Initial Occupancy during the Prior Full Calendar Year? | What was the Total Amount of MTW Funds Invested into the Property? |
|---|--------|------|------|------|------|-------|-------------|------------------|--|--|---|--|
| RELP One LP – Scattered Sites                         | 5      | 37   | 11   | 0    | 0    | 0     | 53          | General          | 0  | 0  | No  | N/A  |
| 219 Jay Drive B Rockville, MD 20850                   | 0      | 1    | 0    | 0    | 0    | 0     | 1           | General          | 0  | 0  | No  | N/A  |
| 722 Garden View Way G, Rockville, MD 20850            | 0      | 1    | 0    | 0    | 0    | 0     | 1           | General          | 0  | 0  | No  | N/A  |
| 229 CorkTree Ln. Rockville, MD 20850                  | 0      | 1    | 0    | 0    | 0    | 0     | 1           | General          | 0  | 0  | No  | N/A  |
| 343 Falls Grove Apt. B, Rockville, MD 20850           | 0      | 1    | 0    | 0    | 0    | 0     | 1           | General          | 0  | 0  | No  | N/A  |
| Fireside Park Apts. 701 Monroe St. Rockville, MD 2050 | 57     | 78   | 11   | 0    | 0    | 0     | 146         | General          | 0  | 0  | No  | N/A  |
|   | 62     | 119  | 22   | 0    | 0    | 0     | 203         |                  | 0  | 0  |   |  |

|            |  |
|------------|--|
| <b>G.4</b> | <b>Comparable Mix (by Family Size) – Local, Non-Traditional.</b> |
|------------|--|

In order to demonstrate that the MTW statutory requirement of “maintaining a comparable mix of families (by family size) are served, as would have been provided had the amounts not been used under the demonstration” is being achieved, the MTW agency will provide information for its most recently completed Fiscal Year in the following table.

Local, non-traditional family size data must be provided in the MTW Supplement form until such time that it can be submitted in IMS-PIC or other HUD system.

| <b>Family Size:</b> | <b>Occupied Number of Local, Non-Traditional units by Household Size</b> |
|---------------------|--|
| <b>1 Person</b>     | <b>78</b>  |
| <b>2 Person</b>     | <b>68</b>  |
| <b>3 Person</b>     | <b>30</b>  |
| <b>4 Person</b>     | <b>20</b>  |
| <b>5 Person</b>     | <b>6</b>   |
| <b>6+ Person</b>    | <b>1</b>   |
| <b>Totals</b>       | <b>203</b>   |

|            |  |                                       |
|------------|--|---------------------------------------|
| <b>G.5</b> | <b>Housing Quality Standards.</b>  |                                       |
|            | Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program. The public housing program is monitored through physical inspections performed by the Real Estate Assessment Center (REAC).  |                                       |
| <b>H.</b>  | <b>Public Comments.</b>  |                                       |
| <b>H.1</b> |  | <b>Input options and instructions</b> |
|            | Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.  |                                       |
|            | Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.   |                                       |
|            | If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?  | <b>Yes</b>                            |
|            | If yes, please attach the comments received along with the MTW agency's description of how comments were considered.   |                                       |
| <b>I</b>   | <b>Evaluations.</b>  |                                       |
| <b>I.1</b> | Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below. In the box "title and short description," please write the title of the evaluation and a brief description of the focus of the evaluation. |                                       |
|            | <b>Question</b>  | <b>Input options and instructions</b> |
|            | Does the PHA have an agency-sponsored evaluation?  | <b>No</b>                             |
|            |  |                                       |

Table I.1 - Evaluations of MTW Policies

| <b>Title and short description</b> | <b>Evaluator name and contact information</b> | <b>Time period</b> | <b>Reports available</b> |
|------------------------------------|---|--------------------|--------------------------|
|                                    |   |                    |                          |
|                                    |   |                    |                          |
|                                    |   |                    |                          |

|            |  |  |  |
|------------|--|--|--|
| <b>J</b>   | <b>MTW Certifications of Compliance.</b>   |  |  |
| <b>J.1</b> | The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD. Certification is provided below. |  |  |

**APPENDIX A – MTW Activity Organizer**

## FY22 RHE MTW Supplement Activity Organizer

| RHE Activity #  | MTW Waiver  | Core Questions | Custom Questions | Safe Harbor | Impact Analysis | Hardship Policy |
|---|---|----------------|------------------|-------------|-----------------|-----------------|
| <b>1. Tenant Rent Policies</b>                        |   |                |                  |             |                 |                 |
| 17  | c. Stepped Rent - Graduated Total Tenant Payment (PH)   | X              | X                | X           | X               | X               |
| 17  | d. Stepped Rent - Graduated Total Tenant Payment (HCV)  | X              | X                | X           | X               | X               |
| 4   | e. Minimum Rent (PH)  | X              | X                | X           | X               | X               |
| 4   | f. Minimum Rent (HCV)   | X              | X                | X           | X               | X               |
| 5   | o. Initial Rent Burden (HCV)  | X              | X                | X           | X               |                 |
| 3   | v. Alternative Income Inclusions/Exclusions (PH)  | X              | X                |             |                 |                 |
| 3   | w. Alternative Income Inclusions/Exclusions (HCV)   | X              | X                |             |                 |                 |
| 6   | v. Alternative Income Inclusions/Exclusions (PH)  | X              | X                |             |                 |                 |
| 6   | w. Alternative Income Inclusions/Exclusions (HCV)   | X              | X                |             |                 |                 |
| <b>2. Payment Standards and Rent Reasonableness</b>   |   |                |                  |             |                 |                 |
| 7   | d. Rent Reasonableness – Third-Party Requirement (HCV)  | X              | X                |             |                 |                 |
| <b>3. Reexaminations</b>                              |   |                |                  |             |                 |                 |
| 1   | a. Alternative Reexamination Schedule for Households (PH)   | X              | X                | X           | X               | X               |
| 1   | b. Alternative Reexamination Schedule for Households (HCV)  | X              | X                | X           | X               | X               |
| 2   | c. Self-Certification of Assets (PH)  | X              | X                | X           |                 |                 |
| 2   | d. Self-Certification of Assets (HCV)   | X              | X                | X           |                 |                 |
| <b>5. Housing Quality Standards (HQS)</b>             |   |                |                  |             |                 |                 |
| 8   | c. Third-Party Requirement (HCV)  | X              | X                |             |                 |                 |
| <b>9. Project-Based Voucher Program Flexibilities</b> |   |                |                  |             |                 |                 |
| 9   | a. Increase PBV Program Cap (HCV)   | X              | X                | X           |                 |                 |
| 10  | b. Increase PBV Project Cap (HCV)   | X              |                  | X           |                 |                 |
| 11  | c. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement (HCV) | X              |                  |             |                 |                 |
| 12  | f. Increase PBV HAP Contract Length (HCV)   | X              |                  | X           |                 |                 |
| 13  | h. Limit Portability for PBV Units (HCV)  | X              |                  |             |                 |                 |
| <b>17. Local, Non-Traditional Activities</b>          |   |                |                  |             |                 |                 |
| 14  | c. Housing Development Programs   | X              | X                | X           |                 |                 |

## RHE Agency Specific Waivers

| RHE Activity # | Agency Specific Waiver  | Core Questions | Custom Questions | Safe Harbor | Impact Analysis | Hardship Policy |
|----------------|---|----------------|------------------|-------------|-----------------|-----------------|
| 15             | Restrict move to higher contract rent for Zero HAP Families – HCV | X              |                  |             | X               | X               |
| 16             | Eliminate Flat Rent – PH  | X              |                  |             | X               | X               |

**APPENDIX B – Hardship Policy**

## **ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY**

RHE has established a hardship policy to evaluate individual circumstances to address hardship exemption requests.

### **Applicable Family Situations**

Qualifying hardships include the following:

1. The family has experienced a decrease in income because of changed circumstances including,
  - a. Involuntary loss or reduction of employment
  - b. Death in the family
  - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
  - a. Medical costs that exceed 25% or more of the family's current expense
  - b. Childcare costs that exceed 25% or more of the family's current expense
  - c. Involuntary loss of transportation, such as a serious car accident
  - d. Education
  - e. Similar items
  - f. Such other situations and factors determined by RHE to be appropriate.

### **Process for Agency Review and Determination**

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

1. Suspend the MTW activity beginning the next month after the request until the agency has determined if the request is warranted.
2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
6. If it is determined that a financial or other hardship request did not meet hardship standards, the client must resume the MTW activity and collect any retroactive rent, if applicable, through a reasonable repayment agreement.

### **Resident Notification**

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

### **Grievance Procedure**

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

### **Reasonable Accommodations**

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE's Reasonable Accommodations Policy and procedures.

### **Record Keeping**

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE's principal office during normal business hours and supplied to HUD if requested.

## **APPENDIX C – Modified Escrow Saving Schedule**

## Modified Escrow Saving Schedule

| Education and Training Completion of: | Frequency | Incentive |
|---------------------------------------|-----------|-----------|
| Training/Certificate Program          | one-time  | \$300     |
| GED                                   | one-time  | \$400     |
| Associates Degree                     | one-time  | \$500     |
| Bachelor's Degree                     | one-time  | \$800     |
| Master's Degree                       | one-time  | \$1000    |

| Employment:                        | Frequency         | Incentive |
|------------------------------------|-------------------|-----------|
| Obtain new employment              | one-time          | \$250     |
| Employment retention for 12 months | One-time per year | \$500     |

| Participation:                        | Frequency         | Incentive |
|---------------------------------------|-------------------|-----------|
| Annual face to face progress meetings | one-time per year | \$250     |
| Successful completion of the program  | one-time          | \$1000    |

| Financial Literacy:                      | Frequency         | Incentive |
|--|-------------------|-----------|
| Financial Coaching/Classes               | one-time per year | \$250     |
| Improve credit score                     | one-time          | varies    |
| Open and maintain checking and savings   | one-time          | \$200     |
| Increase savings goals by at least \$500 | one-time          | varies    |

| Homeownership/Unsubsidized:         | Frequency | Incentive |
|-------------------------------------|-----------|-----------|
| First Time Homeownership Class      | one-time  | \$250     |
| Work with Homeownership Coordinator | one-time  | \$250     |
| Purchase Home                       | one-time  | \$2500    |
| Transition off of subsidy           | one-time  | \$1500    |

| RHE will apply the escrow credits at the time of completion for the following completions: |
|--|
| Completion of training/certificate program;  |
| Completion of GED  |
| Completion of Associates, Bachelors, or Master's Degree;                                   |
| Obtaining new employment   |

| Escrow pay points is double the amount of the number of points for credit increase in 50 points intervals. 25-point increase = \$25, 50-point increase = \$50, 75-point increase = \$75. |
|--|
| Employment retention for 12 consecutive months;  |
| Attend all required face to face progress meetings;  |
| Participate in financial literacy classes; and/or  |
| Purchase home or transition off of subsidy   |

**RHE will apply escrow credits upon successful completion of the program for the following escrow pay points:**

Successful completion of the FSS program;

Improve credit score;

Open and maintain a checking and savings account;

Increase personal savings by at least \$50;

Participate in homeownership preparation activities; and

Transition off of subsidy.

Escrow pay points maybe applied retroactively, with the exception of those escrow pay points that are only applied upon successful completion of the program. For example: if a participant earns an bachelors degree in June, but does not have an annual face to face progress report meeting and supply the supporting documentation of completion of the goal until later in the year, the escrow accrual pay point may still be applied to the account. However, the interest on the account will not be applied retroactively.

The following chart shows the escrow pay point and verification of supporting documentation needed in order to apply the escrow credit.

| Category                       | Goal  | Amount | Frequency         | Supporting Documentation  |
|--------------------------------|---|--------|-------------------|---|
| <b>Education/<br/>Training</b> | Completion of training/certificate/certification program  | \$300  | One-time          | Certificate, certification or transcript  |
| <b>Education/<br/>Training</b> | GED   | \$400  | One-time          | Diploma or transcript   |
| <b>Education/<br/>Training</b> | Associates  | \$500  | One-time          | Diploma or transcript   |
| <b>Education/<br/>Training</b> | Bachelors   | \$800  | One-time          | Diploma or transcript   |
| <b>Education/<br/>Training</b> | Masters   | \$1000 | One-time          | Diploma or transcript   |
| <b>Employment</b>              | Obtain New Employment                                     | \$250  | One-time          | One or more of the following: --RHE Employment verification form.<br>-Employer offer letter on company letter head                                |
| <b>Employment</b>              | Employment Retention for 12 months                        | \$500  | One-per year      | One or more of the following: --RHE Employment verification form.<br>-Employer offer letter on company letter head.<br>-Self-employment tax forms |
| <b>Participation</b>           | Completion of annual face to face progress meeting        | \$250  | One-time per year | RHE one-on-one meeting verification.  |
| <b>Participation</b>           | Successful completion of the FSS program                  | \$1000 | One-time          | Graduation Certificate  |
| <b>Financial Literacy</b>      | Participate in financial classes, coaching, and education | \$250  | One-time per year | One or more of the following:<br>-Certificate of completion<br>-Coaching session verification   |

| Category                           | Goal  | Amount | Frequency | Supporting Documentation   |
|------------------------------------|---|--------|-----------|--|
| <b>Financial Literacy</b>          | Improve credit score                            | varies | One-time  | Initial credit report and follow up credit report from the same 12 interval period and follow up 90 days before graduation |
| <b>Financial Literacy</b>          | Open and maintain checking and savings accounts | \$200  | One-time  | Bank statements  |
| <b>Financial Literacy</b>          | Increase personal savings by \$500              | varies | One-time  | Bank statement   |
| <b>Homeownership/ Unsubsidized</b> | First time homeownership class                  | \$250  | One-time  | Certification of completion  |
| <b>Homeownership/ Unsubsidized</b> | Work with Homeownership Coordinator             | \$250  | One-time  | Verification from Homeownership coordinator  |
| <b>Homeownership/ Unsubsidized</b> | Purchase Home                                   | \$2500 | One-time  | Closing Disclosure Settlement statement  |
| <b>Homeownership/ Unsubsidized</b> | Transition off of subsidy                       | \$1500 | One-time  | \$0 HAP or EOP   |

#### Transition current participants/successfully completing program 2021

Participants successfully completing the FSS program in 2021 will remain on the current FSS program model and upon completion will receive escrow payout based on the calculations of the current model.

#### Transition current participants continuing in the FSS program after 2021 and beyond

Participants will transition to the new escrow schedule pay point model for the remainder of their contract.

Participants that accrued savings through December 2020, will remain in their accounts and upon successful completion of the program will be paid out in combination with the escrow savings accrual under the new model.

Participants that have not accrued through December 2020, will accrue a savings based on the new model for the remainder of their contract.

#### Transition New FSS participants

All new participants will accrue escrow through the new savings model.

All current participants will be required to sign an amendment to their current contract outlining how the new FSS escrow savings model

## **APPENDIX C – RHE MTW Hardship Policy**

# **ROCKVILLE HOUSING ENTERPRISES HARDSHIP POLICY**

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1. The family has experienced a decrease in income because of changed circumstances including,
  - a. Involuntary loss or reduction of employment
  - b. Death in the family
  - c. Involuntary reduction in or loss of earnings or other assistance
2. The family has experienced an increase in expenses because of changed circumstances, for
  - a. Medical costs that exceed 25% or more of the family's current expense
  - b. Childcare costs that exceed 25% or more of the family's current expense
  - c. Involuntary loss of transportation, such as a serious car accident
  - d. Education
  - e. Similar items
  - f. Such other situations and factors determined by RHE to be appropriate.

## **Process for Agency Review and Determination**

When a client requests a hardship exemption from an MTW activity RHE will take the following actions:

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2. Determine whether a hardship exists within a reasonable time after the family request and whether it is temporary or long term.
3. RHE will not evict the family during the 90-day period beginning the month following the family's request for a hardship exemption.
4. If it is determined that a financial or other hardship exists and is **TEMPORARY**, RHE will continue providing an exemption from the MTW activity at a reasonable level for up to 90 days. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement, on terms and conditions established by RHE for the amount of back rent owed by the family.
5. If it is determined that a financial or other hardship exists and is **LONG-TERM**, RHE will continue providing an exemption from the MTW activity at a reasonable level for a specified duration determined by RHE. After that time, RHE will reinstate the MTW activity from the beginning of the suspension. RHE will offer the family a reasonable repayment agreement on terms and conditions established by RHE for the amount of back rent owed by the family.
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## **Resident Notification**

RHE will notify families of its Hardship Policy through its Administrative Plan, Admissions and Continued Occupancy Policy (ACOP), at intake, at recertification, and when a family is to be terminated due to an MTW activity.

## **Grievance Procedure**

If a family's hardship request is denied, the family is permitted to go before the Hearing Officer for a second review.

## **Reasonable Accommodations**

RHE will address persons with handicaps requesting a reasonable accommodation under 24 CFR part 8 through RHE' Reasonable Accommodations Policy and procedures.

## **Record Keeping**

RHE will keep clear records for hardship requests and determinations for three (3) years. These records are available for public review and inspection at RHE' principal office during normal business hours and supplied to HUD if requested.

## **APPENDIX D – RHE Lease**

ROCKVILLE HOUSING ENTERPRISES

This Lease is made this **March 25th, 2021** by and between **Rockville Housing Enterprises (RHE)**, the Housing Authority of the City of Rockville, Maryland, hereinafter referred to as the "Landlord," and **Resident**, hereinafter jointly and severally called the "Resident."

**I. IDENTIFICATION OF THE PARTIES AND PREMISES:**

The Landlord leases the dwelling unit containing 2 bedroom(s) located at **Address, Rockville, Maryland 20851** (the "Premises") under the terms and conditions set forth within this Lease. The Resident accepts this Lease and all conditions and provisions herein, and agrees to occupy the above-described Premises exclusively as a private residence solely for the Resident and (his/her) household member(s).

| HOUSEHOLD MEMBERS | RELATION TO HEAD |
|-------------------|------------------|
| Resident          | Self             |
| Family Member     | Son              |
| Family Member     | Daughter         |
|                   |                  |
|                   |                  |
|                   |                  |
|                   |                  |

**The Premises shall be occupied solely by the Resident and members of the Household listed above.**

Each adult resident listed above shall be jointly and severally responsible to the Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

The Landlord has relied upon the representations of the Resident as to his/her employment, income, family composition, and other information listed on the Housing Application and other representations pertinent to the Resident's eligibility, in entering into this Lease. **Any false or misleading statements furnished by the Resident to the Landlord for the purpose of obtaining eligibility for this Lease shall be deemed a material violation of this Lease, and the Landlord shall have the right to terminate this Lease upon proper notice.**

**II. LEASE TERM:** The first term of this lease shall commence on **April 2, 2021** and end **April 30, 2022**. This Lease shall be automatically renewed for successive terms of one month with each term commencing to run on the 1<sup>st</sup> day of each month. Landlord may not renew the Lease at the time of the annual reexamination if the Resident has violated the requirement for Resident performance of community service or participation in an economic self-sufficiency program or if the resident has breached other provisions of this Lease.

**II. PAYMENTS DUE UNDER THE LEASE:** The prorated rent starting on the day which this Lease begins to the end of the first month shall be **One Thousand Fifty-Six and 57/100 Dollars (\$1,056.57)** payable in advance the first day of occupancy. Thereafter, rent shall be payable in advance in the amount of **One Thousand Ninety Three and 00/100 (\$1,093.00)** a month or at such amount as determined in accordance with regulations of the United States Department of Housing and Urban Development (HUD). Any change in rent shall be sent by first class mail to the resident or hand-delivered to the resident's address.

- \_\_\_\_\_ Rent is based on Landlord's determined flat rent for the Premises ("flat rent").
- \_\_\_\_\_ Rent is based on the income and other information reported by the Resident ("formula based").

Resident may change rent calculation methods at any Recertification. If Resident has chosen the flat rent option,

Initial:

Resident may request a reexamination and change to the formula-based method at any time if the family's income has decreased, on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the Resident that would be alleviated by a change.

**Payment of Resident Rent.** Rent may be hand-delivered or mailed directly to Landlord Central Office. **Rent is due and payable the first day of each month without demand, deduction or set-off in the form of personal check or money order (cash is not accepted) and shall remain in effect until adjusted in accordance with the provisions of this Lease.** If a reasonable accommodation on where to pay rent is needed, other arrangements may be made. Landlord will give a written receipt for all money orders paid by Resident, or upon Resident's request for a receipt. If a personal check is returned for insufficient funds within the first six (6) months of occupancy, a cashier's check, certified check or money order for rent is required for the remainder of the tenancy. If a personal check is returned for insufficient funds twice within any twelve (12) month period, a cashier's check, certified check or money order is required for the remainder of tenancy. Residents are responsible for any RHE incurred bank charges for returned checks. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge, a *Twenty Dollar (\$20.00)* returned check fee will be charged to Resident. If resident fails to make payment by 5:00 p.m. on the tenth (10<sup>th</sup>) day of the month, a late notice will be issued to the Resident and a five percent (5%) late charge on the resident rent assessed to cover the added administrative costs associated with a late rent payment. Payments received after the tenth (10<sup>th</sup>) must include the late fee. Partial payments will be applied to the late fee first. Payment of the late fee does not constitute a waiver of Resident's obligation to pay rent on the 1<sup>st</sup> of each month. If Resident is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship with verification of the hardship. No payment by Resident or receipt by Landlord of a lesser amount than the Monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. The covenant to pay rent is independent of all other covenants herein. The failure to pay rent at the time specified will constitute a default and the Landlord may use any remedy afforded by the Lease and/or applicable laws as a consequence thereof. Failure to pay rent and late charges as specified herein will constitute a material default under the Lease. In the event of such a default, the Landlord may file a Landlord's complaint in the District Court for failure to pay rent and repossession of rented property.

**Attorney's Fees and Costs.** In the event Landlord obtains the services of an attorney, and court action is instituted in connection with any breach of Lease by the Resident, the Resident agrees to pay reasonable attorney's fees and other costs, including court costs. if the court enters a judgment in favor of the Landlord. If attorney's fees are awarded in a failure to pay rent action, however, the attorney's fees are not part of the Resident's Rent and need not be paid to redeem the Premises. If the Resident is the prevailing party, and costs or attorney's fees are awarded by the Court to Resident, the Landlord shall be obligated to pay same.

**Cost for Maintenance and Repair.** Costs for maintenance or repair, beyond normal wear and tear, shall be charged to the Resident as specified in the *Schedule of Work Order Charges*. Residents shall receive a copy of the *Schedule of Work Order Charges* at initial Lease-up. Payments for such charges are due and collectible no sooner than two (2) weeks after the charges are incurred and are considered additional rent. The charges will appear on the Resident's Rent Statement. The *Schedule of Work Order Charges* is posted in the Landlord's administrative office and is subject to change during the term of this Lease following the proper notification to residents. Residents must report known items for repair within 48 hours of noticing the deficiency. Maintenance costs related to non-reported items may result in the tenant being charged for the repair or the associated utility bill affected by the non-reported maintenance item. Non reported maintenance items that may result in a utility bill charge back may include but not be limited to leaky faucets, running toilets, leaks from pipes that are evident due to pooling water.

**Additional Rent.** All aforementioned charges for late fees, returned check fees, attorney's fees and court costs as ordered by the court, maintenance charges and excess utility charges shall be charged as additional rent. Failure by the Resident to pay such charges shall be deemed by Landlord to be a material breach of Lease.

**Security Deposit Terms and Receipt.** The Resident will pay a security deposit equal to the Total Resident Payment

(TTP), which is thirty percent (30%) of the monthly-adjusted income as defined by HUD regulations or \$300.00, whichever is greater. The Resident has paid the amount of **Three Hundred Seventy-Five and 00/100 Dollars (\$375.00)** to Landlord as a Security Deposit. With the approval of Landlord, the Security Deposit may be made in three payments—one third in advance, one third with their second rent payment and one third with their third rent payment. Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit. The Security Deposit shall be deposited within thirty (30) days after receipt of said funds in a federally insured financial institution within Maryland in an account devoted exclusively to security deposits or in insured certificates of deposit, or in securities issued by the federal government or the State of Maryland. Within forty-five (45) days after the end of the tenancy, the Landlord shall return the Security Deposit to Resident, together with simple interest which shall accrue in accordance with state law, less any damages rightfully withheld. Interest shall accrue at six (6) month intervals from the day Resident gives Landlord said deposit. Interest shall not be compounded. Interest is payable only on a Security Deposit of Fifty Dollars (\$50.00), or more.

Resident shall have the right to have the Premises inspected by the Landlord in their presence for the purpose of making a written list of damages that exist at the commencement of the Lease if Resident so requests by *Certified Mail* within fifteen (15) days of Resident's occupancy.

Resident shall have the right to be present when the Landlord inspects the Premises at the end of the tenancy to determine if any damage was done to the Premises if Resident notifies the Landlord by *Certified Mail* at least fifteen (15) days prior to the date of Resident's intention to move, the date of moving, and Resident's new address. The Landlord shall conduct the inspection within five (5) days before or after Resident's stated date of intended moving.

The Resident shall have the right to receive, by *First Class Mail*, delivered to the last known address of Resident, a written list of the charges against the Security Deposit claimed by the Landlord and the actual costs, within forty-five (45) days after the termination of the Lease. The Landlord shall return any unused portion of the Security Deposit, by *First Class Mail*, addressed to Resident's last known address within forty-five (45) days after the termination of the Lease.

The failure of the Landlord to comply with the Security Deposit, law may result in the Landlord being liable to Resident for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which Landlord returns the Security Deposit. Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet the Resident to discuss the charges.

Resident's obligations under the Lease may not end when the Resident ceases to occupy the Premises. Repairs required may be so substantial or of such a nature that work cannot be completed in the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Resident for expenses incurred to repair damages to the Premises.

**Pet Deposit.** If approved for a pet under the Pet Policy, Resident will pay a pet deposit of Three Hundred Dollars (\$300.00) for a cat or dog and Fifty Dollars (\$50.00) for a gerbil, guinea pig, bird, hamster or an aquarium of fish. **One (1) pet per household.**

**IV. OCCUPANCY:** The Resident shall use the Premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of Landlord. **The Resident shall not permit any persons other than those listed in Paragraph I above and children under one (1) year of age which are born into the household or legally adopted during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of Landlord. Residents may not permit persons not identified as household members on the Lease to use the unit address to receive mail, to operate a business or to conduct any illegal activity. If Landlord has reason to suspect that persons not listed as household members are residing in the unit, it reserves the right to require the resident to attend a case conference and to provide verification of the**

**residence of the person(s) suspected to be staying in the unit.**

With the written permission of Landlord, the Resident may incidentally use the Premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the Premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the Leased unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of the Resident's guests.

**Resident agrees to give Landlord notice in writing when Premises are to be vacant two (2) weeks or more.**

**V. CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the *Move-in Unit Inspection Report*. This report, signed by both the Resident and Landlord, is attached to this Lease. Landlord shall deliver the Premises in a clean, safe and sanitary condition, free of rodents and vermin, and in compliance with applicable law.

At time of move-out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection. Resident shall return the Premises in "good order and condition, and "broom-clean".

**VI. UTILITIES/APPLIANCES:**

- a. The Landlord/Resident agree to pay/provide the following utilities/appliances. The Landlord shall not be liable for the failure to provide service if beyond its control:

| Utility / Service  | Resident Responsibility | Landlord Responsibility |
|--------------------|-------------------------|-------------------------|
| Water and Sewer    | <b>X</b>                |                         |
| Electricity        | <b>X</b>                |                         |
| Gas (Heat & HW)    | <b>X</b>                |                         |
| Trash Pick-up      |                         | <b>X</b>                |
| Range/Refrigerator |                         | <b>X</b>                |
| Washer and Dryer   | <b>X</b>                |                         |
| Dishwasher         |                         |                         |

- b. For each of the preceding-identified utilities for which the Resident is responsible, Resident agrees to provide the Landlord with the final bill and receipt for payment of same immediately after vacating the Premises. The Landlord may not release the Security Deposit until the above are received or the Landlord may deduct any outstanding sum due from the Security Deposit as damages due to breach of Lease.
- c. The Resident agrees to furnish heat to the Premises when necessary and agrees to maintain sufficient heat to prevent freezing of water pipes. If, for any reason, Resident is unable to maintain sufficient heat, he/she shall immediately notify the Landlord.
- d. The Resident shall be charged for any damages resulting from his/her failure to maintain sufficient heat, or to notify the Landlord of such failure. The Resident also agrees that if, for any reason, he/she is unable to make utility payments, and he/she receives a final notice advising him/her that any of the preceding utilities will be disconnected, he/she will notify the Landlord at once. Failure to maintain utilities shall constitute breach of this Lease for which the Landlord may seek termination.
- e. The Landlord will pay for reasonable amounts of the utilities it is responsible for as indicated above. The Utility Allowance Schedule for Landlord Paid Utilities and the Schedule of Excess Utility Charges to Resident are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. 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. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

**VII. RENT RE-EXAMINATIONS:** Each year, by the date specified by Landlord, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, Landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for Residents whose income has increased because of the employment of a household member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by the State TANF program within the last six (6) months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their Recertification.

**In cases where annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord may base rent on the previous year's income.**

In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstance have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying formula-based rent may meet with the Landlord to discuss any change in rent resulting from the Recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request an informal hearing in accordance with the Landlord's grievance procedures. Rent will be set at the Fair Market Rent for residents who fail to comply with the recertification requirements; and the Landlord may terminate the lease for non-compliance with HUD recertification requirements

**Interim Rent Adjustments.** Families are required to report changes that may affect the rent amount in between regular re-examinations. If the family's rent is determined under the formula method, the change(s) will trigger an interim reexamination. During an interim reexamination, only the information affected by the change will be verified. The rent will increase the first day of the second month following the start date of the increase in income. If the family fails to report the change as required, the rent will be re-calculated retroactively. **Families are required to report the following changes to Rockville Housing Enterprises between regular reexaminations within ten (10) days of their occurrence:**

- a. **Child has been added to the family through natural birth, or legal court awarded custody;**
- b. **A deletion of a family member from the household;**
- c. **Any increase in income either earned or unearned from all household members including but not limited to the following:**
  - i. **A household member who previously had no income now receives income;**
  - ii. **A household member who previously received no employment income now receives employment income;**
  - iii. **A household member who previously received no government benefits now receives government benefits;**
  - iv. **A household member who previously received government benefits now receives employment income; and**
  - v. **A household member who previously received no child support now receives child support.**

Residents may, but are not required to report the following between the regular re-examination:

- a. Handicapped assistance expenses, which enable a family member to work;
- b. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by

- insurance; and
- c. Childcare expenses.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the Resident that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the Resident that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the Resident shall include what the Resident would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a Resident that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with the program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease. Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall state the new amount the Resident is required to pay, and the effective date of the new rental amount.

a. **Rent Decreases:** In order to process a decrease in income, the resident must complete an *Interim Change Form*, which is available at the administrative office at 1300 Piccard Dr., Suite 203; Rockville MD 20850, and attach third party written documentation (such as a letter from the employer or a denial of benefits). The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month following the month that the Resident completes the Interim Change Form and attaches documentation.

b. **Rent Increases:** Families must report any increase in income or change in family size that would affect a rent increase within ten (10) days of the occurrence. Resident must complete an *Interim Change Form*, and provide written third-party documentation. If reported as required, families will receive at least thirty (30) days notice of any increase. If the family does not report or supply sufficient documentation or in any way causes a delay, the rent increase will be effective on the day it would have been effective had the process not been delayed (even if this means a retroactive increase).

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

**Resident Obligation to Repay.** If Resident pays a formula-based rent, Resident shall reimburse Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. Resident submits false information at Admission or at annual, special, or interim review; or
- c. Resident is not required to reimburse Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

#### VIII. OBLIGATIONS OF RESIDENT:

The Resident Agrees:

- a. not to assign the Lease or to sublease the dwelling unit, or transfer possession or occupancy thereof to any other person without the Landlord's prior written consent;
- b. not to provide accommodations for boarders or lodgers;
- c. to use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified in the Lease; and not to use or permit its use for any other purpose;

Initial:

- d. to abide by reasonable regulations promulgated by the Landlord for the benefit and well-being of the housing project and the residents which shall be posted in the project office and incorporated by reference in the Lease;
- e. to comply with all obligations imposed upon residents by applicable provisions of building and housing codes materially affecting health and safety;
- f. to keep the dwelling unit and other areas assigned for the Resident's exclusive use in a clean and safe condition, including mowing lawns and clearing walks and steps;
- g. to dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and safe manner;
- h. to use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances, including all appliances, fixtures and equipment and only for the purposes for which they are intended;
- i. to refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project;
- j. to pay reasonable charges for the repair of damages other than normal wear and tear to the Premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and do so within thirty (30) days after the receipt of the Landlord's itemized statement of the repair charges. The Schedule of Work Order Charges is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- k. to act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent; safe and sanitary condition;
- l. to allow other residents' peaceful enjoyment of their accommodations and to be conducive to maintaining the development in a decent; safe and sanitary condition;
- m. to assure that no resident, member of the resident's household, or guest engages in: 1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Landlord's public housing Premises by other residents or employees of Landlord, or any drug related activity on or off the Premises; 2) to assure that no other person under the resident's control engages in: a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents; or any drug related criminal activity on the Premises; and 3) to assure that no member of the household engages in an abuse or pattern of abuse of alcohol that effects the health, safety, or right to peaceful enjoyment of the Premises by other residents;
- n. not to litter the grounds or common areas of the property;
- o. not to undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- p. to give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- q. not to park unregistered, broken-down, untagged, or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- r. to remove garbage and other waste from the dwelling unit in a clean and safe manner and in the proper receptacle;
- s. to furnish his/her electric light bulbs;
- t. to allow regularly scheduled extermination treatments;
- u. not to allow any gasoline or other combustible materials to be kept on the Premises, or permit or do anything which could contravene or increase the rate of fire insurance upon the Premises;
- v. not to have illegal weapons, illegal guns or illegal firearms on the premises;
- w. to notify the Landlord 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;
- x. to not allow any type of animal or pet on the premises, even to visit, unless pre-approved under the Pet Policy
- y. to comply with all Landlord policies contained in the Admissions and Continued Occupancy Policy, including but not limited to the Pet Policy, Community Services Requirements, House Rules, Transfer Policy, and Inspection Standards.

**VIX. OBLIGATIONS OF LANDLORD:**

- a. to maintain the Premises and the property in decent and safe condition, free of rodents and vermin, and in compliance with all laws.;
- b. to comply with requirements of applicable building code, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations; and Chapter 5 "Buildings and Building Regulations, Articles V, "Building Code", VII "Electric Code "X" Mechanical Code", and XII "Property Maintenance Code", Chapter 9 "Fire Safety"; Chapter 18 "Rental Facilities and Landlord-Tenant Relations", Chapter 25 "Zoning ordinance" of the Rockville City Code as an express warranty of habitability and covenant to repair;
- c. to make necessary repairs to the Premises;
- d. to keep property buildings, facilities and common areas, not otherwise assigned to the Resident in a clean and safe condition;
- e. to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. to provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the Premises by the Resident;
- g. to supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by the installation within the exclusive control of the Resident and supplied by a direct utility connection;
- h. to keep a copy of any required license for the Premises in Landlord's Central Office for inspection.

**X. POSSESSION**

If on the date of this Lease, another person is occupying the Premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Resident's right of possession hereunder shall be postponed until the Premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. The Resident, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind the Lease, in which event the Landlord will return the Security Deposit and any rent paid by the Resident within fifteen (15) days after Landlord's receipt of said notice.

**XI. LIABILITY OF LANDLORD**

It is expressly understood and agreed by and between Landlord and Resident that under no circumstances or conditions whatsoever shall Landlord be liable for any damage or injury to Resident or to any other person or persons, or to their property, effects, or equipment which may occur on or about the Premises at any time, or from any cause whatsoever, except for acts caused by negligence of, or violation of applicable law, by the Landlord, its agents, servants or employees.

If the Premises is partially damaged by fire or other cause, and is not the fault or neglect of the Resident, household members, or guests, the damage shall be repaired by and at the expense of the Landlord and the rent adjusted until such repairs shall be made. If the Premises are rendered wholly uninhabitable by fire or other cause, and the Landlord shall decide not to rebuild same, or if the building shall be so damaged that the Landlord shall decide to demolish it or to rebuild it, then or in any or such events the Landlord may, at its option, give the Resident notice in writing of such decision. Thereupon, the tenancy shall cease upon payment proportionately to the date of fire or unavoidable accident. In neither case shall there be any liability on the part of the Landlord to Resident, his/her successors or assigns, covering or in respect to any period during which the occupation of the Premises by Resident may not be possible. If not the fault or neglect of the Resident, household member or guests, the Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

The Landlord shall be under no liability to Resident due to any discontinuance of heat, hot or cold water, air conditioning, or for the discontinuance of any other service caused by accidents, breakage or strikes or from any

accident or damage caused by the handling of electric wires or lights by the Resident. The Landlord shall not be liable for loss or damage to property of the Resident caused by buffalo moths, termites, or other vermin, or by rain, snow, water or steam that may leak into or flow from any part of the Premises through any defects in the roof or plumbing or from any other source whatsoever, unless caused by negligence of the Landlord, its agents, or employees. The Resident agrees to assume responsibility of defending at his/her expense, any claim which may be made against the Landlord by any person claiming the right to be in the Premises through or under the Resident, for any injury, loss or damage to person or property from any cause whatsoever, unless caused by negligence of the Landlord, its agents or employees, in the event of which negligence, the Landlord agrees to reimburse Resident for any damages so sustained.

The Landlord assumes no responsibility or liability for the loss or damage to any automobile while parked on Landlord property. If automobile parking spaces are provided by the Landlord, the number of spaces are subject to limitation by the Landlord. Automobile spaces shall not be used for the parking or storage of boats, trucks, or trailers, or for the storage of untagged and/or inoperable automobiles. The Resident agrees to obey all signs thereon, rules and regulations made by the Landlord. Resident may not make repairs to automobiles on the Premises or parking areas. Any automobile not in running condition, not displaying current tags, and not property registered with Landlord shall be towed at Resident expense.

#### **XII. FIRE SAFETY – SMOKE DETECTORS/CARBON MONOXIDE DETECTORS – RESIDENTIAL DWELLING UNITS**

THIS RESIDENTIAL DWELLING UNIT CONTAINS ALTERNATING CURRENT (AC) ELECTRIC SERVICE. IN THE EVENT OF A POWER OUTAGE, AN ALTERNATING CURRENT (AC) POWERED SMOKE DETECTOR WILL NOT PROVIDE AN ALARM. MANAGEMENT HAS INSTALLED A DUAL SMOKE AND CARBON MONOXIDE DETECTOR WHICH IS BOTH HARDWIRED TO ELECTRICITY AND HAS A 9 VOLT BATTERY. **DO NOT REMOVE THE SMOKE/CARBON MONOXIDE DETECTORS.**

**XIII. RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining Landlord's prior written permission:

- a. remove or make any structural changes, alterations, or additions to the Premises;
- b. install, attach, remove or exchange radio or television antennae or satellite dishes;
- c. dismantle, change, install or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- d. paint or install wallpaper or contact paper on any part of the premises;
- e. alter walls in any way in the dwelling unit;
- f. attach awnings or window guards in the dwelling unit;
- g. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- h. attach any shelves, screen doors, or other- permanent improvement in the dwelling unit;
- i. install carpeting, resurface floors or alter woodwork;
- j. install fan, heaters, or air conditioners;
- k. place any aerials, antennas or other electrical connections on the dwelling unit;
- l. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- m. operate a business as an incidental use in the dwelling unit.
- n. drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted)

**XIV. ACCESS BY LANDLORD:** The Landlord may enter the Premises after giving at least two days written advance notice to the Resident of intent to enter the Premises without objection from Resident for the purpose of performing routine inspections and preventive maintenance, to make repairs, decorations, alterations or improvements, for exterminations, to show the dwelling unit for re-entering Rockville City. The notice shall specify the date and purpose for the entry. The Resident shall permit Landlord, its agents, or other persons when accompanied by the Landlord, to enter the Premises for these purposes. In the event that the Resident and all adult members of the household are absent from the Premises at the time of entry, Landlord shall leave a card stating the date, time and the purpose of the visit. Any requests for service from Resident shall be construed to grant Landlord and its agent's permission to enter the Premises for purposes of making requested repairs without further notice from Landlord.

Landlord may enter the Premises at any time without advance notice when there is reasonable cause to believe an emergency exists or after due notice when Landlord has good cause to believe Resident may have damaged the Premises or may be in violation of the law.

**XV. SIZE OF DWELLING:** The Resident understands that Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed fourteen (14) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by Landlord, the Landlord may terminate this Lease.

If Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

**XVI. LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violations of material terms of the Lease or for other good cause, such as, but not limited to the following:

- a. Nonpayment of rent or other charges due under the Lease (i.e., utilities), or repeated chronic late payment of rent (four (4) times in a twelve (12) month period);
- b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- c. Furnishing false or misleading information during the application or review process;
- d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers without written consent of landlord;
- e. Use of the premises for purposes other than solely as a dwelling unit for the resident and resident's household as identified in this lease, or permitting its use for any other purpose without written permission of the landlord;
- f. Failure to abide by necessary and reasonable rules made by the landlord for the benefit and well being of the housing development and the residents, including failure to attend case conferences, and/or meetings regarding lease compliance or non-compliance, and failure to respond to notices from the landlord;
- g. Failure to abide by applicable building and housing codes materially affecting health or safety;
- h. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner; acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the authority;
- m. Any violent or drug-related criminal activity on or off the premises;
- n. Alcohol abuse that the landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or that causes abuse to a landlord employee;
- o. Failure to perform required community service or be exempted thereof;
- p. Failure to comply with the pet policy;
- q. Failure to allow inspection of the premises as permitted by this lease;
- r. Determination that a family member has knowingly permitted an ineligible noncitizen not listed on the lease to permanently reside in the premises;
- s. Discovery that a resident is a registered sex offender; or fleeing to avoid prosecution or custody or confinement after conviction for a felony violation of a condition of probation or parole;

- t. Failure of a family member to comply with service requirement provisions of part 960, subpart f, if in effect, and as grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month period;
- u. Any other good cause including, but not limited to: 1) discovery after admission of facts that made the resident ineligible; 2) discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income; 3) failure to accept landlord's offer of a revision to an existing lease with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family;
- v. Violations of any family obligation or any conditions of this lease by any member of resident's household or guests shall constitute a violation of such condition by resident;

**Landlord Termination of Tenancy for Criminal Activity**

a. Evicting drug criminals: 1) Methamphetamine conviction. The Landlord shall immediately terminate the tenancy if the Landlord determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the Premises of federally assisted housing. 2) Drug crime on or off the Premises. Any drug related criminal activity engaged in on or off the Premises by any resident, member of the resident's household or guest, and any such activity engaged in on the Premises by any other person under the resident's control, is grounds for Landlord to terminate tenancy. In addition, the Landlord may evict a family when Landlord determines that a household member is illegally using a drug or when Landlord determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.

b. Evicting other criminals: 1) Threat to other residents. Any criminal activity by a resident, member of resident's household, guest, or any person under the resident's control that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents (including Landlord management staff residing on or off the Premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises is grounds for termination of tenancy. 2) Fugitive felon or parole violator. Landlord may terminate the tenancy if a resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

c. Eviction for criminal activity: 1) Evidence. Landlord may evict the resident by judicial action for criminal activity in accordance with this section if Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. 2) Notice to Post Office. When Landlord evicts an individual or family for criminal activity, Landlord must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

d. Use of criminal record. If Landlord seeks to terminate the tenancy for criminal activity as shown by a criminal record, Landlord must notify the household of the proposed action to be based on the information and must provide the subject of the record and the resident with the right to examine any relevant documents, records or regulations directly related to the eviction or termination before Landlord grievance hearing or court trial concerning the termination of tenancy or eviction. The resident must be given an opportunity to dispute the accuracy and relevance of such records in the grievance hearing or court trial. Landlord will assume the cost of the criminal records check.

**Notice of Lease Termination**: The Notice of Lease Termination from Landlord shall be sent to the Resident by First Class Mail, properly addressed, postage pre-paid. The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this Lease. The Landlord shall give written notice of Lease termination of:

- a. 14 days where the breach involves behavior which demonstrates a clear and imminent danger of the tenant or person doing serious harm to themselves, other tenants, the Landlord, the landlord's

- representatives or property, or any other person in the Property;
- b. a reasonable period of time considering the seriousness of the situation (but not to exceed 30 days):
  - 1) if the health or safety of other residents, Landlord employees, or persons residing in the immediate vicinity of the Premises is threatened; or 2) if any member of the household has engaged in any drug related criminal activity or violent criminal activity; or 3) if any member of the household has been convicted of a felony;
- c. 30 days in any other case, except that if a State or local law allows a shorter notice period, such shorter period shall apply.

**The notice shall:**

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;
- c. advise the Resident of the right to reply as he or she may wish, to examine Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.
- d. Advise the tenant that general information and assistance regarding evictions is available from the City manager for Rockville, Maryland.

**XVII. LEASE TERMINATION BY RESIDENT:** The Resident shall give Landlord two full calendar month's written notice (to be received prior to the first day of the month and expiring on the last day of the 2nd month) before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the next full month or to the date the dwelling unit is re-rented, whichever date comes first.

**XVIII. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT, INVOLUNTARY CHANGE OF EMPLOYMENT OR REASONABLE CAUSE BEYOND RESIDENT'S CONTROL:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) days' written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the next full month or to the date the unit is re-rented, whichever comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the Premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the materials provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease then action shall be taken, if there are no family members, the Landlord will work with appropriate agencies to attempt to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

Resident may terminate this Lease upon thirty (30) days written notice to Landlord due to an involuntary change of employment from the Washington Metropolitan Area or other reasonable cause beyond Resident's control. In any such event, Resident shall pay Landlord a termination charge equal to one (1) month's rent, in addition to Rent for the month in which Resident surrenders possession of the Premises.

**XIX. SURRENDER OF PREMISES:** When vacating the Premises, the Resident will surrender the Premises in good order and condition, free of all debris and rubbish, in "broom clean" condition, including stove and refrigerator. Upon failure to do so, Resident agrees to pay the cost for cleaning said Premises.

The Resident shall deliver all keys to the Premises to the Landlord within twenty-four (24) hours after vacating the Premises.

**XX. ABANDONED PROPERTY:** Any property left on the Premises for more than seven (7) days after termination of the

tenancy shall be considered abandoned by the Resident or other owner and shall, at Landlord's option, become Landlord's property. The Landlord may then dispose of it without liability to the resident or owner of the property left in the Premises, all at the Resident's expense.

**XXI. ENTIRE AGREEMENT:** This lease, and all attachments together with any future adjustments of rent and policy changes affecting this lease, constitute the entire agreement between the Landlord and the Resident.

**XXII. NOTICES:**

Notice by Landlord: Any notice from Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family Residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Notice by Resident: Any notice to Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first class mail, postage pre-paid and addressed to: Rockville Housing Enterprises. If the resident is visually impaired, notices shall be in accessible format.

**XXIII. GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a criminal activity causing a threat to health or safety of other Residents or Landlord employees or drug related criminal activity on or near the Premises, shall be processed under the Grievance Policy.

**XXIV. HOUSE RULES:** The Resident agrees to obey any House Rules, attached hereto, which are reasonably related to the safety, care and cleanliness of the building and community, and the safety, comfort and convenience of the Residents. Such rules may be modified by the Landlord from time to time provided that the Resident receives written notice of the proposed change, and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule.

**XXV. DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, family status, or recipients or public assistance and shall comply with all non-discrimination requirements of Federal, State and local laws.

**XXVI. PROVISION FOR MODIFICATIONS:** This Lease provides for modification by a written rider executed by both parties, except for re-determination of rent and family composition and any schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference. Such rules shall be publicly posted in a conspicuous manner in the Central Office and shall be furnished to applicants and Residents on request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided Landlord gives at least a thirty (30) day written notice to each affected Resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. Such notice shall be delivered directly, mailed to each Resident, announced in the monthly newsletter; and/or shall be posted in conspicuous places at the community building in which the affected dwelling units are located, as well as in a conspicuous place at the Central Office.

**XXVII. LEASE BINDING ON HEIRS:** This Lease and all covenants, conditions, terms and provisions hereof are binding and shall inure to the benefit of successors and assigns of the Landlord and heirs, executors, administrators, and to the extent herein permitted, the assigns of the Resident.

**XXVIII. LICENSE:** A copy of any required license for the rental facility, of which the Premises herein is a part, is located at the Landlord's office, where it may be inspected by Resident during normal business hours.

**XXIX. WAIVER:** If the Resident violates the terms and conditions of this Lease, and such violations are not brought immediately to the attention of the Landlord, upon learning of such violation, the Landlord may take appropriate action provided for in this Lease, and no such past violation which has not been acted upon by the Landlord shall constitute a waiver of subsequent similar violations.

**XXX. SEVERABILITY:** If any provision of this Lease shall be or become invalid such invalidity shall not affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.

**XXXI. ACCOMMODATION OF PERSONS WITH DISABILITIES:** For all aspects of this Lease and grievance procedures, a handicapped person may be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person, except where the requested accommodation would impose an undue financial or administrative burden on the Landlord, or otherwise fundamentally alter the nature of the Landlord's housing operation. Landlord hereby provides notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet the Lease requirements or other requirements of tenancy.

**XXXII. MISCELLANEOUS**

1. **Headings.** Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain or to be inapplicable to other paragraphs in the Lease.
2. **Waiver.** No delay or failure by Landlord in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

**XXXIII. EXECUTION**

By the signatures below, Resident and adult household occupants (Co-Residents) agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference or attached as Exhibits. In the event of default by any one (1) signatory each and every remaining signatory shall be responsible for timely payment of rent and for complying with all other provisions of this Lease. By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement and the Exhibits have been received and thoroughly explained to me/us. I/we further acknowledge that I/we understand my/our rights and responsibilities under the terms of this Lease Agreement and that all of my/our questions have been answered. I/we further acknowledge that I/we have been made aware of the location of the Public Housing Admissions and Continued Occupancy Policy (ACOP) and that I/we agree to comply with all of the policies set forth in that document that pertain to Resident responsibilities.

**XXXIV. ATTACHMENTS TO THE LEASE:**

The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease (if applicable), and understands that these attachments are part of this Lease.

- Grievance Policy
- House Rules
- Mold and Mildew Addendum
- One Strike Policy for Drug and Criminal Activity
- Parking Policy
- Reasonable Accommodation Policy
- Rent Payment Policy
- Unit Standards
- Work Order Charges
- Utility Allowance
- VAWA
- Renters Insurance
- Key Receipt
- Smoke Free Policy

Initial:

RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

LANDLORD: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

**ROCKVILLE HOUSING ENTERPRISES**

**ROCKVILLE HOUSING ENTERPRISES**  
**GRIEVANCE PROCEDURES (24 CFR, Section 966; PIH Notice 2016-05)**

**PURPOSE AND SCOPE**

The purpose of the Grievance Procedures is to set forth the requirements, standards and criteria for a grievance for residents residing in Rockville Housing Enterprises (RHE) Public Housing Dwelling Units.

RHE shall afford a resident of Public Housing the opportunity for a hearing if the resident disputes within a reasonable time any RHE action or failure to act involving the resident's lease with RHE or regulations which adversely affect the individual resident's housing rights, duties, welfare or status.

**APPLICABILITY**

The RHE grievance procedure shall be applicable to all individual grievances between RHE and the resident as defined herein. RHE excludes from the RHE administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of RHE; or
2. Any drug-related criminal activity on or off such premises;
3. Any criminal activity that resulted in felony conviction of household member

The RHE grievance procedure shall not be applicable to disputes between residents not involving the RHE or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the RHE's Board of Commissioners.

**REQUIREMENTS**

The RHE grievance procedure shall be incorporated by reference in all resident dwelling leases and will be furnished to each resident and all resident organizations.

RHE shall provide at least thirty (30) days notice to residents and resident organizations setting forth proposed changes in the RHE grievance procedure, and providing an opportunity to present written comments prior to adoption of any grievance procedure changes by RHE. RHE shall consider comments submitted before any revisions are made to the Grievance Procedure.

**DEFINITIONS**

1. *Grievance* shall mean any dispute, which a resident may have with respect to RHE action or failure to act in accordance with the individual tenant's lease or RHE regulations, which adversely affect the individual resident's housing rights, duties, welfare or status.
2. *Complainant* shall mean any resident whose grievance is presented to RHE in accordance with procedures herein described.
3. *Hearing officer* shall mean a person selected to hear grievances in accordance with 24CFR 966, PIH Notice 2016-05 and render a decision with respect thereto.
4. *Tenant* shall mean the adult person or persons, other than a live-in aide:
  - (a) who resides in the unit and who executed the lease with the RHE as lessee of the dwelling unit, or if no such person now resides in the unit,
  - (b) who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
5. *Resident organization* includes a resident management corporation.

**INFORMAL SETTLEMENT OF GRIEVANCE**

Any grievance shall be personally presented, in writing, to the RHE central office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) days and one

copy given to the tenant and one retained in the RHE's tenant file. The summary shall specify the names of the participant, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify the procedures by which a hearing under 24 CFR 966 may be obtained if the complainant is not satisfied.

#### **PROCEDURES TO OBTAIN A HEARING**

Request for hearing. The complainant shall submit a written request for a hearing to RHE within ten (10) days after receipt of the summary of discussion. The written request shall specify the reasons for the grievance and the action or relief sought.

Selection of Hearing Officer. A grievance hearing shall be conducted by an impartial person appointed by the Executive Director of RHE, and shall be other than the person who made or approved the RHE action under review or a subordinate of such person.

Failure to Request a Hearing. If the complainant does not request a hearing as described herein, RHE's disposition of grievance shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the RHE's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisite. If the complainant shall show good cause why he failed to proceed as described herein, the hearing officer may waive the provisions of this subsection.

Scheduling of hearings. The hearing officer shall notify resident and the appropriate RHE official by first class mail and within ten (10) days of receipt of complainant's written request for a hearing, the date, time and place for the hearing, which shall be reasonably convenient to both the complainant and RHE. Procedures governing the hearing shall be enclosed with the notice.

#### **PROCEDURES GOVERNING THE HEARING**

The hearing shall be held before a hearing officer as described herein. The complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the grievance hearing any RHE documents, including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If RHE does not make the document available for examination upon request by the complainant, RHE may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the tenant's representative, and to have person make statements on the tenant's behalf.
3. The right to a private hearing unless the complainant requests a public hearing.
4. The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by RHE, and to confront and cross-examine all witnesses upon whose testimony or information RHE.
5. A decision based solely and exclusively upon the facts presented at the hearing.
6. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
7. If the complainant or RHE fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and RHE shall be notified of the determination by the hearing officer, provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the RHE's disposition of the grievance in an appropriate judicial proceeding.
8. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the RHE must sustain the burden of justifying the RHE action or failure to act against which the complaint is directed.
9. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require RHE, the

complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

10. The complainant or RHE may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
11. The RHE must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign or language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant, which is required must be in an accessible format.

**DECISION OF THE HEARING OFFICER**

1. The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) days from the date of the hearing. A copy of the decision shall be sent to the complainant and RHE. RHE shall retain a copy of the decision in the tenant’s folder. RHE will create a log of hearing officer decisions and make the log available to the hearing officer, prospective complainants and his representative. At a minimum, the log will include: the date of the hearing decision, the general reason for the grievance hearing (failure to pay rent, community service and self-sufficiency noncompliance, etc.) and whether the decision was in the favor of the complainant or RHE. The decision of the hearing officer shall be binding on the RHE which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the RHE Board of Commissioners determines within thirty (30) days and promptly notifies the complainant of its determination, that the grievance does not concern RHE action or failure to act in accordance with or involving the complainant’s lease or RHE regulations; and/or the decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the RHE.
2. A decision by the hearing officer or Board of Commissioners in favor of RHE or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *denovo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

|                           |            |
|---------------------------|------------|
| RESIDENT: _____ (SEAL)    | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| LANDLORD: _____ (SEAL)    | Date _____ |

**ROCKVILLE HOUSING ENTERPRISES**

# **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 1300 Piccard Dr., Suite 203, 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** or [maintenance@rockvillehe.org](mailto:maintenance@rockvillehe.org). 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, 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, dishwasher and in some units a washer and dryer. RHE will charge a fee of \$5.00 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 no. 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. A resident may request services by calling 301-424-6265. RHE specifies which units will be treated. Residents will be notified by a 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



**Mold and Mildew Addendum**

This Mold and Mildew Addendum (the "Addendum") is attached to and made a part of the Lease (the "Lease") by and between Rockville Housing Enterprises ("Lessor"), and **Resident** (Resident)

Resident (s) acknowledges that it is necessary for Resident (s) to provide appropriate climate control, to keep the dwelling unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. Resident (s) agrees to clean and dust the unit on a regular basis and to remove visible moisture accumulation on windows, walls floors, ceilings and other surfaces as soon as reasonably possible. Resident (s) agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the unit. Resident also agrees to immediately report to the management office in writing: (1) any evidence of a water leak or excess moisture in the unit, as well as in any storage room, or other common area; (2) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (4) any inoperable doors or windows. Resident (s) further agrees that Resident (s) shall be responsible for damage to the Unit and Resident's property as well as injury to Resident, Occupants or Visitors resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

|                           |            |
|---------------------------|------------|
| RESIDENT: _____ (SEAL)    | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| LANDLORD: _____ (SEAL)    | Date _____ |

**ROCKVILLE HOUSING ENTERPRISES**

# ROCKVILLE HOUSING ENTERPRISES

## ZERO TOLERANCE POLICY FOR DRUG AND CRIMINAL ACTIVITY

In accordance with federal policy, RHE supports the implementation of a ZERO TOLERANCE POLICY to ensure that applicants who engage in, or have a pattern or history of drug use, other criminal activities, and/or alcohol abuse are denied housing, and residents currently living in public housing who engage in such activities will face certain and swift eviction.

RHE will deny occupancy to applicants who have a criminal record of drug activity and/or have been evicted from public housing within the last three years because of drug-related or criminal activity. RHE has established other criteria to be met before allowing residents into its developments.

RHE will deny occupancy to applicants and evict residents who are currently abusing alcohol and/or have a pattern or history of abuse of alcohol, which can reasonably be expected to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

RHE will deny occupancy to applicants who are currently using controlled substances and to persons who it has reasonable cause to believe, based on illegal use or a pattern of illegal use of controlled substances, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

RHE has established this **ZERO TOLERANCE POLICY** to evict (as quickly as the law allows) any resident who is involved with illegal drugs or drug related activity on or off the premises in accordance with the Lease, without the right to a grievance.

In this policy, resident is defined as the head of household or the person who signs the lease. It also includes all household members, guests and visitors of the household.

|                           |            |
|---------------------------|------------|
| RESIDENT: _____ (SEAL)    | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| CO-RESIDENT: _____ (SEAL) | Date _____ |
| LANDLORD: _____ (SEAL)    | Date _____ |

**ROCKVILLE HOUSING ENTERPRISES**



# ROCKVILLE HOUSING ENTERPRISES

## RENT PAYMENT POLICY

1. Rent is due and payable on the first day of each month. Late charges are assessed on or after the tenth (10) of the month.
2. If at any time the Total Tenant Payment (TTP) equals or is less than the minimum rent of \$50.00, resident may qualify for a Hardship Exemption.
3. Late payment of rent will result in late fees of 5% being applied and legal action being taken in accordance with state and local laws.
4. Rockville Housing Enterprises will accept personal checks until the 10<sup>th</sup> day of the month. After the 10<sup>th</sup> day of the month you must pay with either a Money Order or Cashier's Check. Any checks returned due to Insufficient Funds will incur 5% late fees as well as \$39 NSF Fee. Resident will not be allowed to pay by check for 6 months for the 1<sup>st</sup> offense and permanently for the 2<sup>nd</sup> offence.
5. At the initial enrollment interview, at the lease signing, and at each annual reexamination, the Authority will stress the Authority's rent payment requirements and have resident sign this policy acknowledging their understanding.
6. Residents participating in the Family Self Sufficiency Program acknowledge that late payment of rent is a violation of the FSS Contract of Family Participation and grounds for termination.
7. Residents requesting a transfer to another unit acknowledge that late payment of rent is grounds for denial of a transfer.
8. If late payments continue, RHE will seek lease terminations for serious and repeated violation of the lease.
9. Resident acknowledges RHE will exercise the Right of Redemption, which means resident will be evicted regardless of whether rent is paid. (Right of Redemption – If Resident is sued 3 times within a 12-month period RHE may request a Right of Redemption which means that regardless of paying rent Eviction can be carried out).

RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

LANDLORD: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

**ROCKVILLE HOUSING ENTERPRISES**

## ROCKVILLE HOUSING ENTERPRISES ---UNIT STANDARDS

The following standards are required to maintain decent, safe and sanitary housing, and are a summary of lease and local code requirements and do not preclude other requirements outlined in the Public Housing Dwelling Lease, or by local, state, or federal regulation or code.

### **INSIDE THE HOME-GENERAL REQUIREMENTS**

- ◆ Walls, ceilings, floors, windows, window-sills, and doors must be regularly washed to be free of dirt, grease, and fingerprints.
- ◆ Residents are not permitted to paint, install wallpaper or borders, or alter walls in any way. Use picture hangers, not nails.
- ◆ Residents are not permitted to create fire hazards by blocking windows or points of egress (doors) with furniture or objects.
- ◆ Stairs and halls must be free of items to avoid tripping hazards and allow access to storage, electrical, and heating apparatus.
- ◆ Resident is required to report to Management immediately if smoke detector(s) do not work
- ◆ Resident is required to report to management immediately any serious conditions such as no heat, leaks, clogged toilets, and any other safety or health items.

### **THE KITCHEN**

- ◆ Stove, dishwasher and refrigerator must be regularly cleaned to prevent grease and food buildup, which attracts roaches and may cause other safety and health concerns.
- ◆ All boxed foods should be properly stored in storage bins or sealed totes. Never place boxed foods on counters or on top of refrigerator, as this attract roaches. Never leave open food on counters or in sink. Cover all foods in refrigerator.
- ◆ Cabinets must be regularly washed inside and out to be free of grease, dirt, and spilled food.
- ◆ Exhaust fan should be periodically cleaned so that grease and food does not build up.
- ◆ Sinks must be kept clean and free of grease. Never put food items or grease down your sink.
- ◆ Dirty dishes must be washed immediately after use to avoid infestation.
- ◆ Countertops must be wiped after use and used only for food preparation.
- ◆ Ashtrays should be used for cigarettes – please, never put cigarettes on countertops or sink vanities.
- ◆ Trash must be removed from unit immediately to avoid infestation.

### **THE BATHROOM**

- ◆ Toilet should be scrubbed and regularly sanitized - never put foreign objects in the bowl to prevent clogs.
- ◆ Shower, sink and tub cleaned and sanitized after each use.
- ◆ Exhaust fan should be regularly cleaned to allow removal of steam

### **OUTSIDE THE HOME**

- ◆ Resident is required to mow and maintain yard. Yard must be free of weeds, trash, debris and any excess items.
- ◆ Trash must be set out in trash containers with lids, and not simply left outside in plastic bags, to prevent infestation.
- ◆ Porches, side walks and steps must be swept and free of tripping hazards, and cleared of ice and snow in accordance with City Code.
- ◆ Vehicles must be parked where designated and no abandoned, untagged, or non-working vehicles are permitted on premises.
- ◆ No washing or repairing vehicles is permitted on property.

### **STORAGE STANDARDS**

Storage of an acceptable and normal quantity of items is limited to closets, pantries, and exterior storage bins (if applicable) to minimize safety hazards associated with fire, tripping, and accessibility, and to minimize infestation from roaches, spiders, flies, etc. **It is a lease violation to have excessive quantities of furniture, clothing, refuse and materials (cardboard boxes, paper, etc.) stored inside or outside of the unit. Such conditions attract rodents, roaches and may cause other safety and health conditions.**

RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

LANDLORD: \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_

**ROCKVILLE HOUSING ENTERPRISES**

## RENTER'S INSURANCE ADDENDUM

We want to make sure you are aware of how to best protect your personal belongings. As tenants, it is important you are aware of the following information.

1. The property owner's insurance **does not** cover damage or loss to your personal property. The property only provides coverage for the building itself. It does not cover your personal property.
2. If any damage occurs to your residence or a guest is injured in your apartment or home, you can be held personally responsible for the injury and damages.
3. If your pet injures or causes damage to your apartment or home or to a neighboring area or home, you can be held personally responsible for the injury and damages.
4. Renter's insurance provides liability coverage to protect you in the event of your negligence or liability.

In order to protect your own interests or your property, you should have your own insurance.

### RENTER'S INSURANCE COVERAGE

Tenant agrees the Landlord is not responsible in any way for obtaining such coverage and is not providing any insurance coverage for Tenant whatsoever. Tenant may obtain coverage from any recognized insurance carrier and is not required to purchase the insurance coverage from any specific source.

RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

CO-RESIDENT: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

LANDLORD: \_\_\_\_\_ (SEAL)                      Date \_\_\_\_\_

**ROCKVILLE HOUSING ENTERPRISES**

**KEY RECEIPT ADDENDUM TO LEASE**

I, Resident, "Tenant" have received the below listed key(s) from:

Rockville Housing Enterprises, "Landlord/Agent" located at 1300 Piccard Dr., Suite 203; Rockville MD 20850.

As follows:

| <u>Key Description</u> | <u>Keys Issued at Move-in</u> | <u>Keys Return</u> | <u>Cost of replacement</u> |
|------------------------|-------------------------------|--------------------|----------------------------|
| Front Door, Entry      |                               |                    | \$ 50.00                   |

I/We hereby take possession of the above described keys, and understand that we must return the keys upon vacating Address, Rockville, MD 20851 or be responsible for the cost to replace them as itemized above, and promise to pay for any lost / stolen or misplaced keys as replacement. I/We authorize the Landlord/Agent to deduct said cost(s) from our security deposit; if security deposit is not sufficient to cover the replacement cost(s) then we promise to pay additional monies for that replacement, including any and all attorney's fees or court costs to do so.

Accepted by:

Tenant: \_\_\_\_\_ date: \_\_\_\_\_

Tenant: \_\_\_\_\_ date: \_\_\_\_\_

Tenant: \_\_\_\_\_ date: \_\_\_\_\_

Keys issued by: \_\_\_\_\_ date: \_\_\_\_\_

**Rockville Housing Enterprises  
Public Housing Smoke Free Policy  
Effective January 1, 2018**

In accordance with the requirements of the U.S. Department of Housing and Urban Development (“HUD”), 24 CFR Part 965 and 966 “Instituting Smoke-Free Public Housing”, Rockville Housing Enterprises (RHE) hereby implements the following Smoke Free Policy.

This policy bans the use of “Prohibited Tobacco Products” (as hereinafter defined) in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers and similar indoor common areas in public housing) as well as all outdoor areas within 25 feet of public housing and administrative office buildings in which public housing is located (collectively, “restricted areas”).

Prohibited Tobacco Products are defined as items that involve the ignition and burning of tobacco leaves, such as but not limited to cigarettes, cigars, and pipes and water pipes (hookahs). E-Cigarettes are not expressly forbidden by 24 CFR Parts 965 and 966 and therefore are not included in RHE’s list of banned items as it relates to its smoke free policy.

This smoke free policy extends to all outdoor areas up to 25 feet from the public housing and administrative office buildings and the David Scull community center building. This policy applies to the 76 townhomes located at the David Scull public housing community as well as the 29 public housing scattered sites located throughout the City of Rockville. This policy does not apply to mixed-finance multi-family communities owned by Rockville Housing Enterprises that may have other non-public housing units interspersed with public housing units i.e. Fireside Park.

**Smoke Free Policy Enforcement**

The following methods will be used to determine if a resident family has violated the smoke free policy.

**Maintenance Reports**

If the maintenance staff sees evidence of smoking in the unit during routine maintenance visits, i.e. cigarette butts, ash trays with ashes in them, or other smoking paraphernalia, then they will take a picture of the suspected violation and report it to the property manager. If the maintenance staff smells cigarette or other smoke (ex.. marijuana smoke) in a unit during a routine maintenance visit, they will report it to the property manager.

**Neighbor Reports**

If a neighbor reports smelling smoke from an adjacent unit, Property management will complete a compliance home visit to investigate the complaint. If the smell of smoke is confirmed, property management will issue the family a lease violation warning notice. If when property management completes a follow-up home visit and at the time there is no evidence of Prohibited Tobacco Products (smell or paraphernalia) then no further action will be taken.

**Outside smoking reported**

If a person is violating the outdoor smoking policy by smoking within 25 feet of the building; a picture must be taken of the offence and the violator will receive a lease violation warning notice.

**Lease Violations and Lease Terminations**

RHE will adhere to the following policy regarding violations of the smoke free policy. Repeated violations of

the smoke-free policy shall be considered material noncompliance with lease requirements and may result in termination of tenancy. When pursuing eviction due to material noncompliance with lease requirements, existing HUD termination procedures shall be followed.

**First offence**

Upon receipt of the first confirmation of a violation of the smoke free policy, the family will receive a Lease Violation warning notice.

**Second offence**

Upon receipt of the second confirmation of a violation of the smoke free policy, the family will receive a second Lease Violation notice warning them that another violation will result in the termination of their tenancy.

**Third offence**

Upon receipt of a third confirmation of a violation of the smoke free policy, the family' Lease will be terminated in accordance with HUD procedures and applicable state and local laws.

**Designated Smoking Areas**

RHE will not have designated smoking areas for the public housing communities. Residents and guests must adhere to the terms of the policy which dictate there is no smoking within 25 feet of buildings.

\_\_\_\_\_  
Signature HOH

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature Adult Member 18+

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature Adult Member 18+

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature Adult Member 18+

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature Adult Member 18+

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Rockville Housing Enterprises Representative

\_\_\_\_\_  
Date:

**Implementation**

NEW RESIDENTS shall be required to sign a RHE Lease Addendum regarding the Public Housing smoke-free policy and must adhere to same upon move in.

## **Rockville Housing Enterprises**

### **Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

#### **To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the PHA, Rockville Housing Enterprises (RHE) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

#### **Protections for Applicants**

If you otherwise qualify for assistance under **Rockville Housing Enterprises**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

#### **Protections for Tenants**

If you are receiving assistance under **Rockville Housing Enterprises** you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Rockville Housing Enterprises** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

#### **Removing the Abuser or Perpetrator from the Household**

RHE may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

If RHE chooses to remove the abuser or perpetrator, RHE may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, RHE must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, RHE must follow Federal, State, and local eviction procedures. In order to divide a lease, RHE may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, RHE may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, RHE may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

- (4) **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

RHE will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. RHE emergency transfer plan provides further information on emergency transfers, and RHE must make a copy of its emergency transfer plan available to you if you ask to see it.

## **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

RHE can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from RHE must be in writing, and RHE must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. RHE may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to RHE as documentation. It is your choice which of the following to submit if RHE asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by RHE with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that RHE has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, RHE does not have to provide you with the protections contained in this notice.

If RHE receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), RHE has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, RHE does not have to provide you with the protections contained in this notice.

### **Confidentiality**

RHE must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

RHE must not allow any individual administering assistance or other services on behalf of RHE (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

RHE must not enter your information into any shared database or disclose your information to any other entity or individual. RHE, however, may disclose the information provided if:

- You give written permission to RHE to release the information on a time limited basis.
- RHE needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires RHE or your landlord to release the information.

VAWA does not limit RHE duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, RHE cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if RHE can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If RHE can demonstrate the above, RHE should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with Washington DC Field Office.

**For Additional Information**

You may view a copy of HUD’s final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, RHE must make a copy of HUD’s VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Jessica Anderson, Executive Director**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Maryland Network for Domestic Violence, 1301 Piccard Drive, 1st FL, Ste. 1400 Rockville, MD 20850, Hotline: 240777-4673**.

For tenants who are or have been victims of stalking seeking help may visit the **National Center for Victims of Crime’s Stalking Resource Center** at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **RAINN, (240) 777-1355**.

Victims of stalking seeking help may contact **The National Center for Victims of Crime, Attachment: Certification form HUD-5382**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Rockville Housing Enterprises Representative**

**VIOLENCE, DATING VIOLENCE  
OR STALKING**

**U.S. Department of Housing  
and Urban Development**  
Office of Housing

OMB Approval No. 2502-0204  
Exp. 6/30/2017

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT  
OF 2005**

|                                 |   |   |
|---------------------------------|---|---|
| <p>TENANT<br/>RESIDENT NAME</p> | <p>LANDLORD<br/>Rockville Housing<br/>Enterprises</p> | <p>UNIT NO. &amp; ADDRESS<br/>ADDRESS<br/>ROCKVILLE, MD 20851</p> |
|---------------------------------|---|---|

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the

Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

(9/2008)  
Form HUD-91067  
(9/2008)

## **APPENDIX E – RHE PH House Rules**

# ROCKVILLE HOUSING ENTERPRISES

## 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 1300 Piccard Dr, Suite 203, Rockville, Maryland 20805.

#### **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, 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.<sup>3</sup>

## **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 a resident does not provide the verification of extermination, a treatment will be rescheduled by the RHE contractor. If a 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 or 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*. A 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.

**APPENDIX F – RHE PH Schedule of Charges**



# Schedule of Residents Charges

Rockville Housing Enterprises

Effective October 2021

## RHE SCHEDULE OF RESIDENT CHARGES

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 & Falls Grove | \$95.00 each + Labor      |
| Deadbolt, Scattered Sites. King Farm & 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

### 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   |
| Toilet Replacement             | \$99.00 + Labor  |
| Toilet Seat                    | \$9.00 + Labor   |
| Toilet Flush Handle            | \$5.00 + Labor   |
| Lavatory Faucet                | \$36.00 + Labor  |
| Garbage Disposal               | \$99.00 + Labor  |
| Medicine Cabinet               | \$109.00 + Labor |
| Soap Dish                      | \$5.00 + Labor   |
| Shower Rod                     | \$12.00 + Labor  |
| Kitchen Sink Faucet with Spray | \$39.00 + Labor  |
| Stopper (Sink)                 | \$6.00           |
| Stopper (Tub)                  | \$2.00           |
| Towel Bar                      | \$11.00 + Labor  |

## RHE SCHEDULE OF RESIDENT CHARGES

|                           |                 |
|---------------------------|-----------------|
| Towel Bar Brackets        | \$7.00 + Labor  |
| Toilet Tissue Holder      | \$8.00 + Labor  |
| Toothbrush/Tumbler Holder | \$7.00 + Labor  |
| Vanity 18''               | \$67.00 + Labor |
| Kitchen Sink Faucet       | \$29.00 + Labor |

### PLUMBING SERVICES

|                                   |   |
|-----------------------------------|---|
| Unstop Sewer Line                 | \$180.00 for the first hour,<br>\$150.00 every hour after |
| Remove Commode to Unstop Lines    | \$180.00 for the first hour,<br>\$150.00 every hour after |
| Remove Sink Trap to Unstop Lines  | \$180.00 for the first hour,<br>\$150.00 every hour after |
| Remove Object from Toilet (Snake) | \$180.00 for the first hour,<br>\$150.00 every hour after |

### 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 |

## RHE SCHEDULE OF RESIDENT CHARGES

|  |   |
|--|---|
| Replace Washer (Single)  | \$403.00 + Labor                          |
| Replace Dryer (Single)   | \$438.00 + Labor                          |
| Clean Stove Burner   | \$25.00 an hour                           |
| Door Handle  | \$25.00 + Labor                           |
| Upper & Lower Element  | \$75.00 + Labor                           |
| Refrigerator Gasket  | \$115.00 + Labor                          |
| Freezer Gasket   | \$115.00 + Labor                          |
| <br>   |   |
| <b>ELECTRICAL PARTS</b>  |   |
| 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                       |
| <br>   |   |
| <b>REMOVE MOLD &amp; MILDEW</b>  | \$25.00 per hour                          |
| <br>   |   |
| <b>UNRETURNED ITEMS</b>  |   |
| Unreturned Space Heater  | \$65.00                                   |
| Unreturned Carbon Monoxide Alarm   | \$40.00                                   |
| Unreturned Hand Truck  | \$99.00                                   |
| <br>   |   |
| <b>COST OF COPYING DOCUMENTS FOR THE PURPOSES OF A GRIEVANCE HEARING</b> | 5 cents a page (2 sided copies = 2 pages) |
| <br>   |   |
| <b>RETURNED CHECK FEES</b>   | \$35.00                                   |
| <br>   |   |
| <b>LAWN MOWING CHARGE</b>  | \$50.00                                   |
| <br>   |   |
| <b>YARD CLEANING CHARGE</b>  | \$50.00                                   |
| <br>   |   |
| <b>RETURNED TRASH CANS TO BACK YARDS BY RHE STAFF</b>                    | \$25.00                                   |
| by 8am Thursday Morning  |   |
| <br>   |   |
| <b>VERTICAL BLINDS</b>   |   |
| 78 x 84  | \$37.00 + Labor                           |
| 104 x 84   | \$55.00 + Labor                           |
| <br>   |   |
| <b>MINI BLINDS</b>   |   |
| 18 x 64  | \$6.00 + Labor                            |

## RHE SCHEDULE OF RESIDENT CHARGES

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

~~.00~~

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

~~Returned Check Fees — \$35.00~~

~~**YARD CLEANING CHARGE — \$50.00**~~

~~(by 8am Thursday Morning) \$25.00~~

~~78 x 84 — \$37.00 + Labor~~

~~104 x 84 — \$55.00 + Labor~~

~~**MINI BLINDS**~~

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RHE SCHEDULE OF RESIDENT CHARGES

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**APPENDIX G – VAWA Emergency Transfer Plans & Forms 5382 and 50066**



**ROCKVILLE HOUSING ENTERPRISES**  
**EMERGENCY TRANSFER PLAN FOR**  
**VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,**  
**SEXUAL ASSAULT, OR STALKING**

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The Rockville Housing Enterprises Housing Authority (RHE) is concerned about the safety of its tenants, participants and applicants and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), and any amendments thereto,<sup>1</sup> this plan specifies the process for victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer in RHE's Low- Income Public Housing, the Housing Choice Voucher Program (RHE), or the Project-Based Voucher (PBV) Program.<sup>2</sup> VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.<sup>3</sup>

### **Low Income Public Housing (LIPH)**

#### Emergency VAWA Transfers

In accordance with the Violence Against Women Act (VAWA), RHE allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency VAWA transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.

The ability of RHE to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether RHE has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This Plan identifies tenants who are eligible for an emergency VAWA transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD),<sup>4</sup> the

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<sup>1</sup> See Violence Against Women Act, Pub. L. No. 103-322, tit. IV, § 40302, 108 Stat. 1902, 1941-42 (1994) (codified as amended at 42 U.S.C. § 13925 and 42 U.S.C. § 14043e, *et seq.*).

<sup>2</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>3</sup> RHE cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial

status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

<sup>4</sup> U.S. Dept. Hous. & Urban Dev., *Notice No. PIH 2017-08 Violence Against Women Reauthorization Act of 2013 Guidance* (May 19, 2017), available at <https://portal.hud.gov/hudportal/documents/huddoc?id=17-08pihn.pdf>.

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Federal agency that oversees that low-rent public housing and assisted housing programs are in compliance with VAWA.

#### **A. Eligibility for Emergency VAWA Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency VAWA transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence should the tenant remain within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency VAWA transfer.

A tenant requesting an emergency VAWA transfer must expressly request the transfer in accordance with the procedures described in this plan, the tenant's lease and relevant provisions in the Rockville Housing Enterprises Administrative Plan.

Tenants who are not in good standing may still request an emergency VAWA transfer if they meet the eligibility requirements in this section.

#### **B. Emergency VAWA Transfer Requests and Documentation**

To request an emergency VAWA transfer, the tenant shall notify the Rockville Housing Enterprises. All requests and documentation shall be forwarded to the Asset Manager for public housing or other RHE managed units or Voucher Program Manager for Housing Choice Voucher related transfers at RHE's Management Office located at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

##### *Transfer Requests*

The tenant must submit a written request for an emergency VAWA transfer. Tenants may use Form HUD-5383 or another form as specified by RHE's Management Office. Verbal statements or requests will not be accepted. The tenant's request for an emergency VAWA transfer should include either:

1. A statement expressing and certifying that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under RHE's program; or
2. A statement certifying that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### *Transfer Requests Documentation*

Additionally, RHE will issue a written request requesting that the tenant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Tenants may satisfy this request by providing any one of the following documents:

1. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., recent police reports, recent protective orders, and recent restraining orders). Recent is defined as having occurred within the last 90 days.
3. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the tenant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the tenant's emergency VAWA transfer request. If conflicting information is provided, RHE reserves the right to request additional verification.

### **Confidentiality**

RHE will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives RHE written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **C. Emergency VAWA Transfer Timing and Availability**

#### **RHE Managed Units**

RHE cannot guarantee that an emergency **VAWA** transfer request will be approved or how long it will take to process a **VAWA** transfer request. RHE will, however, act as quickly as possible to transfer a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. RHE may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If RHE has no safe and available units for which a tenant who needs an emergency transfer is eligible, RHE will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, RHE will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Housing Choice Voucher Program (RHE)**

#### **D. Emergency Transfer Vouchers**

In accordance with the Violence Against Women Act (**VAWA**), RHE allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer voucher entitling them to move to another unit. The ability to request a transfer voucher is available regardless of sex, gender identity, or sexual orientation. The ability of RHE to honor such requests for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and if the victim requests to move outside of RHE's jurisdiction, the portability regulations apply.

This plan identifies participants who are eligible for an emergency transfer vouchers, the documentation needed to request an emergency transfer voucher, confidentiality protections, how an emergency transfer voucher may be provided, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD),<sup>5</sup> the Federal agency that oversees that RHE is in compliance with **VAWA**.

A RHE participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer voucher, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90- calendar-day period preceding a request for an emergency transfer voucher. RHE has discretion to determine which members of an assisted participant family continue to receive assistance in the program if the participant family breaks up. If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, RHE will ensure that the victim retains assistance.

A participant requesting an emergency transfer voucher must expressly request the transfer in accordance with the procedures described in this plan and relevant provisions in the Rockville Housing Enterprises Administrative Plan including, but not limited to,

Participants who are not in good standing may still request an emergency transfer voucher if they meet the eligibility requirements in this section.

#### **E. Emergency Transfer Voucher Request Documentation**

To request an emergency transfer voucher, the participant shall notify the RHE Office and submit a written request for a transfer voucher to RHE at 1300 Piccard Drive, Suite 203; Rockville, MD 20850. RHE will provide reasonable accommodations to this policy for individuals with disabilities.

##### *Transfer Requests*

The participant must submit a written request for an emergency transfer voucher. Participants may use Form HUD-5383 or another form as specified by RHE. Verbal statements or requests will not be accepted. The participant's written request for an emergency transfer voucher should include either:

1. A statement expressing and certifying that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the RHE; or
  2. A statement certifying that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer voucher.
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### *Transfer Requests Documentation*

Additionally, RHE will issue a written request requesting that the participant submit documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Participants may satisfy this request by providing one of the following documents as described under 24 CFR 5.2007(b)(l):

4. A complete HUD-approved certification form (Form HUD-5382) that documents an incident of domestic violence, dating violence, sexual assault, or stalking.
5. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking (i.e., police reports, protective orders, and restraining orders).
6. A statement, signed by the tenant, and signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for **VAWA** protection.

If the participant fails or refuses to provide one of these documents within fourteen (14) business days of the written request for documentation, RHE may deny the participant's request for an emergency transfer voucher. If conflicting information is provided, RHE reserves the right to request additional verification.

### **Confidentiality**

RHE will keep confidential any information that the participant submits in requesting an emergency transfer voucher, and information about the emergency transfer, unless the participant gives RHE written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the *Notice of Occupancy Rights under the Violence Against Women Act For All Participants* for more information about RHE's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **F. Emergency Voucher Transfer Timing and Availability**

RHE cannot guarantee that a transfer voucher request will be approved or how long it will take to process a transfer voucher request. RHE will, however, act as quickly as possible to issue a transfer voucher to a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit.

If the emergency voucher transfer request is approved, RHE will issue the voucher as soon as possible based on the household's current occupancy. Exceptions will be given if the perpetrator is in the household and the household size has decrease as a result of removing the perpetrator from the household.

If during the emergency transfer voucher issuance process, the head of household requests a change in household size not related to the removal of the perpetrator, including the addition of reasonable accommodations, additions to the household, or any other change that would affect the bedroom size of the voucher issued, the transfer will not be able to be completed in an expeditious and emergency fashion as staff have to validate the requested changes to the household size, and therefore the voucher issuance will not be considered an emergency.

In order to expedite the voucher issuance in an emergency transfer, RHE will forgo the traditional voucher briefing which by regulation must occur prior to the issuance of the voucher. However, the head of household must attend virtual voucher briefing withing 21 calendar days of receiving the emergency transfer voucher. If the head of household does not attend the voucher briefing within 21 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the virtual voucher briefing has occurred.

The voucher relocation packet forms must still be completed by households requesting an emergency voucher transfer. In order to expedite the voucher issuance in an emergency transfer, instead of requiring the forms be submitted to RHE prior to voucher issuance, RHE will give the household 14 calendar days to submit the relocation packet forms to the Voucher department. If the head of household does not submit the completed voucher relocation packet within 14 calendar days, the emergency transfer will be voided and a voucher will not be reissued until the relocation packet has been completed and submitted by the head of household.

RHE may assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, RHE will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **II. Project-Based Voucher Program**

Project-based voucher (PBV) participants who are victims of domestic violence, dating violence, sexual assault, or stalking shall follow the procedure for requesting an emergency transfer as specified above for the Housing Choice Voucher Program (RHE). If a family has been residing in a RHE Owned and managed unit PBV unit for less than one year, the family may either: request to transfer to another Project-Based subsidized unit owned and managed by RHE or move to another property without the benefit of RHE's assistance. RHE property management will release the family from the lease agreement without penalty. For all other families, transfer requests are subject to PBV unit availability. Families will be placed on a waiting list.

If a family chooses to move without RHE's assistance or wishes to move sooner than assistance is available, at the participant's request, RHE will assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **III. Safety and Security of Tenants and Participants**

Pending processing of a transfer request or a transfer voucher request (for RHE participants only) and the actual transfer or transfer voucher (for RHE participants only), if it is approved and occurs, the tenant or participant is urged to take all reasonable precautions to be safe.

Tenants or participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants or Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

## Housing Choice Voucher Program (RHE)

### 4907 Protections for Applicants and Participants Under the Violence Against Women Act

- 4907.1 In certain circumstances, as further explained below, applicants or participants may be afforded additional protections from RHE requirements and policies under the Violence Against Women Act (VAWA). RHE shall comply with the terms of VAWA in administration of the RHE.
- 4907.2 If a Family composition changes due to a member of the assisted Family engaging in criminal acts of physical violence against one or more other Family members or other people and the victim is part of the assisted Family, the perpetrator may not be considered a remaining Family member or an eligible Family member.
- 4907.3 In making its decision as to who retains assistance, RHE shall consider all credible evidence, including, but not limited to, a signed certification, HUD Form-50066, or other documentation of abuse submitted to RHE by the victim in accordance with **VAWA**.
- 4907.4 Pursuant to 24 C.F.R. § 5.2005(c) the denial of continued RHE assistance to a Family member who engages in criminal acts of violence against Family members or others shall be considered a form of termination of the individual Family member.
- 4907.5 Pursuant to 24 C.F.R. § 5.2005, criminal activity directly related to intrafamily violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
- 4907.6 Notwithstanding § 4907.5, an owner may still evict a tenant for a lease violation unrelated to domestic violence, provided that the owner does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or terminate the tenancy.
- 4907.7 A victim of domestic violence, sexual violence, dating violence, or stalking who is absent for more than one hundred twenty (120) days may still be considered a Family member based on documentation that the victim is expected to return to the Family in a reasonable time if the victim provides RHE documentation from a social worker, police officer, shelter, or other qualified agency regarding the incident or incidences of domestic violence and current housing arrangements for the applicant Family.
- 4907.8 If a Family or Family member participant who has been a victim of domestic violence, dating violence, or stalking by an individual, the participant may port to another PHA .

4907.9 If a Family or Family member participant who has been the victim of domestic violence, dating violence, stalking, sexual assault, or an intrafamily offense moves in violation of the lease, RHE shall not terminate assistance if the move was related to the act.

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4907.10 A Family may document an incident or incidences of domestic violence, dating violence, or stalking as follows:

- (a) The HUD-approved certification HUD Form-50066;
- (b) Federal, state, tribal, territorial, or local police record;
- (c) Documentation signed by an employee, agent, or volunteer of a victim service provider or an attorney or medical provider from whom the victim has sought assistance in the situation; or
- (d) Other acceptable documentation in order to verify the Family's claim of domestic violence, sexual violence, dating violence, or stalking.

4907.11 RHE shall keep such information confidential in accordance with VAWA and its implementing regulations.

4907.12 If RHE receives conflicting certification documents of domestic violence from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, RHE may determine which Family member is the true victim by requiring third-party documentation in accordance with VAWA and its implementing regulations.



**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:**

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

**\*Note:** The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator’s Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_

**Location of Incident(s):** \_\_\_\_\_

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.