

CITY OF DES MOINES, IOWA
MUNICIPAL HOUSING AGENCY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

HOUSING AGENCY OWNED AND/OR OPERATED PUBLIC HOUSING PROJECTS

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EXHIBITS TO THIS PLAN

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Exhibit II – Family Self Sufficiency Action Plan

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POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

This Statement of Policy governing Admissions and Continued Occupancy applies to all federally assisted low-income public housing units owned and operated by the Des Moines, Iowa, Municipal Housing Agency.

It is the intent of the Des Moines, Iowa, Municipal Housing Agency (hereinafter referred to as the DMMHA or the Housing Agency) to provide safe, decent housing for lower income tenants and families which is conducive to healthful living. The DMMHA will not discriminate because of race, color, sex, sexual orientation, creed, gender, religion, age, disability, national origin or familial status in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contribution under the United States Housing Act of 1937(as amended), or in the use or occupancy thereof.

It is the policy of the DMMHA to comply fully with Title VI of Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted.

The Housing Agency shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this Policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of the DMMHA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individual's records maintained by the DMMHA. Therefore, the Housing Agency shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits the DMMHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

The DMMHA is committed to identifying and eliminating situations, which create barriers to equal housing for all. In accordance with Section 504, the DMMHA will make such procedural, administrative, locational, or physical changes as will reasonably accommodate persons with disability.

The DMMHA has developed this Policy to meet the needs of our tenants for affordable housing, and to operate a financially sound rental program. The DMMHA's goal is not only to provide a decent home, but

to assist tenants in achieving self-sufficiency.

DMMHA uses reasonable steps to affirmatively further fair housing in its Public Housing Family Self-Sufficiency (FSS) program. These steps are outlined in the FSS Fair Housing Addendum (Exhibit 8).

II. OUTREACH

Efforts will be on-going to inform all our associated groups or individuals that DMMHA will be attempting to reach and serve. The more obvious means of communications have been proposed, such as newspapers, television, radio and community group contacts. However, as the program progresses, these methods will be evaluated as to their necessity and/or effectiveness. Various outreach methods will be brought into play if it is determined that a segment or segments of the community are not being reached or that very low income families have not been certified in sufficient numbers to achieve and maintain full leasing status of the project(s). A detailed plan of outreach is outlined in the Agency's Marketing Plan (Exhibit I).

As necessary, outreach will be employed to attract families to the Public Housing Program. Informational material will be on hand at the DMMHA Administrative Office, and group meetings will be arranged with representative agencies for the purpose of educating the community.

Special Interest Group forums, if necessary, will be used to reach families considered least likely to apply. A DMMHA representative will be made available to address groups of all sizes in an effort to attract families.

The DMMHA works closely with local language interpretation service providers to ensure program access and understanding by persons with Limited English Proficiency (LEP).

The DMMHA has also implemented the Language Line Interpretation service to aid in communications with persons with Limited English Proficiency.

The DMMHA will assess the proportion or number of LEP persons eligible to be served or likely to be encountered by the program and provide, to the extent reasonably possible, access to relevant program materials in other languages as determined necessary by the assessment. Additional procedures for outreach activities for LEP persons are contained in the DMMHA LEP Plan, Exhibit VI.

III. APPLICATION FOR ADMISSION

A. Pre-applications

Application intake will occur only during publicly announced time periods during which all interested persons may apply for admission to the DMMHA's Public Housing program. When there are more applicants on the waiting list than can be served within a reasonable period of time (one (1) to two (2) years), the entire waiting list or the lists for specific unit sizes may be closed.

When the waiting list is to be reopened, notice of opening of applications shall be placed in a newspaper of general circulation and announced by other suitable means. When the waiting lists for one or more unit sizes are to be reopened, the Housing Agency will clearly state in the public announcement the procedure to be employed to determine the position of each applicant on the waiting list.

At the discretion of DMMHA, applications from preference holders may be accepted regardless of suspension of application intake when an inadequate pool of preference holders exists.

All interested applicants will be required to complete and sign a written pre-application. In instances of disabled or other special needs applicants, coordination with appropriate agencies may be arranged.

B. Site-Based Waiting List

DMMHA offers a Site-Based Waiting list. There are 5 sites for applicants to choose from. The site locations are the five manors owned by DMMHA: Royal View Manor, Eastview Manor, Southview Manor, Highland Park Plaza and Oak Park Plaza. Applicants will be asked to choose at least one but no more than two lists upon which they wish to be placed. Those applicants who do not have a preference will be placed on the shortest Site-Based Waiting List for their Bedroom size. DMMHA will monitor the Site-Based Waiting List based on regulations cited in 24CFR 903.7(c)(1) (as amended). The applicant must make a written request to change the site-based waiting list they have selected. However, in the event that the applicant pool for a particular site is minimal, the DMMHA may offer said site to applicants on the other site lists. Refusal of the alternate site will not result in removal from the waiting list for their preferred site.

C. Organization of the Waiting List

Applicants will be assigned to a Site-Based waiting list based on preferences, site choice, and the date and time of application.

D. Responsibility to Report Changes

Applicants on the waiting list must report to the Housing Agency any changes in income, preference status, family composition, student status or address as they occur. Any such changes could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false, incomplete information or fraudulent statements affecting the applicant's status or eligibility for housing, will be removed from the waiting list.

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply. Any applicant denied admission by the DMMHA will be notified in writing of the reason(s) for which

the application is being denied. Such notification shall inform the applicant of his/her right to an Admissions Review of the determination, if applicable, and will be made part of the application record. The Housing Agency will provide the applicant, upon written request, an opportunity for an Admission Review of the determination of removal from the waiting list, as required by HUD.

Applicants with questions regarding their retired application must submit their questions in writing to the Leasing Administrator or his/her designee.

F. The DMMHA may deny the processing of a pre-application for an individual or family who was denied within six (6) months of the pre-application.

G. Record Keeping

The Housing Agency will keep a copy of each application received. For each applicant, the Housing Agency will document its determination that the applicant is eligible and meets admission standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason. The Housing Agency will also maintain a record of the dwelling unit offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three (3) years from the date of final action. Waiting list information will contain race or ethnic designation of head of household.

H. Formal Application

1. Applicants will be placed on the waiting list based on information provided on the pre-application. When staff estimates that a unit will be available within the next several months, applicants will be required to attend an interview and complete a formal application for housing, after which the formal verification process and tenant selection process will begin.
2. *Formal Application* - As applicants approach the top of the waiting list, and/or at the time applicants are offered housing, the DMMHA will do a complete verification of eligibility.

The family will be notified by mail of the date and time of the appointment.

All family members over the age of eighteen (18) years of age must appear for the scheduled appointment. If family has a husband and wife, both parties must be present regardless of age.

After having missed one scheduled appointment for the meeting to complete the full application, the family's pre-application will be retired and their name removed from the waiting list. However, if the applicant contacts the Agency prior to the

scheduled meeting, the Agency may reschedule the applicant.

a. The applicant will be required to complete and sign a Formal Application. All information regarding previous rental history and/or program participation, criminal background, **net gross** family income, **net gross** assets, and preference rating will be verified and maintained in the applicant's file. Information to be verified include the following:

- (1) Family status (marriage license, proclaimer of, and test for, common law marriage, divorce, annulment, legal separation.)
- (2) Age of head of household (birth certificate, military records, baptismal records, third party verification that is from a credible and reliable source, passport). Applicants must be 18 years of age or older, or have the legal capacity to sign leases/documents, at the time of application to be eligible to apply.
- (3) Age of all family members and/or dependents (birth certificates, third party verification that is from a credible and reliable source, military records, baptismal records, passport)
- (4) Annual income from all sources (written employer verification, unemployment compensation, workmen's compensation payments, benefits, annuities, bank statements, trust fund distribution, interest income, regular and periodic gifts and/or contributions verified by benefactor, etc.). Annual family income will include, but is not limited to, all income or winnings which must be disclosed to the Internal Revenue Service.

a. DMMHA will obtain and document in the family file, third party verification of the following factors, or will document the file as to why third party verification was not available:

1. Reported family income;
 2. The value of assets;
 3. Expenses related to deductions from annual income; and
 4. Other factors that affect the determination of adjusted income or income-based rent.
- (5) Copy of Social Security cards for all family members; copies to remain in applicant/resident file.
 - (6) All allowable expenses, deductions and allowances (third party verification).

- (7) Permanent handicap and disability (written physician verification, verification from Social Security, Veterans Administration, etc.)
 - (8) Student status and receipt of athletic scholarships.
- b. Upon receipt of the verification, staff will make a determination based on the following factors:
- (1) Eligibility of the applicant as a family.
 - (2) Eligibility of the applicant with respect to meeting the approved income limits for admission.
 - (3) Eligibility of the applicant with respect to meeting the Eligibility Criteria.
 - (4) Size of dwelling unit required by the family.
 - (5) Preference rating, if any.
 - (6) Eligibility of the applicant with respect to monies owed to DMMHA for previous Public Housing and/or Section 8 participation.
 - (7) Applicant's monthly calculated rent amount.
- c. Adjusted family income, at the time of admission to or continued assistance under the program, will be computed in accordance with HUD regulations and definitions and procedures established in this Policy.

As a condition of admission to or continued assistance under the program, the DMMHA will require the family head, and all other household members over the age of 18, to execute a release and consent form (HUD – 9886 (as amended)) authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to DMMHA such information as DMMHA determines to be necessary in the calculation of the Family Share of Rent.

Family income will include income of all family members. The family's income will be determined in accordance with HUD regulations (24CFR 5.609 (as amended)). DMMHA will use current circumstance to anticipate a yearly projected income, unless verification forms indicate an imminent change.

The DMMHA will obtain third party verification, when possible, of reported

family annual income, the value of assets, expenses related to deductions from annual income and other factors that affect the determination of adjusted income, and will use the verified information in determining adjusted income.

The determination of adjusted monthly income will be based on verification information received by the DMMHA no earlier than 120 days before the DMMHA determines the family is eligible for initial or continued participation in the Public Housing Program.

The DMMHA will properly attribute and calculate allowances for any medical, child care, and/or disability assistance expenses as described in HUD Regulation 24CFR 5.609 (as amended).

For the purpose of calculating the family's assets, DMMHA will use the year-to-date average balance on checking accounts, when available, and the current balance on savings accounts.

DMMHA will calculate "seasonal income" (i.e. employment at school systems – 9 months a year with the summer off) by averaging the total gross income from seasonal work over a 12 month period.

DMMHA will calculate fluctuating hours and/or rates by using the monthly average of gross year to date earnings and projecting that number over a 12 month period.

DMMHA defines sporadic income as income that is neither reliable nor periodic. For the purpose of calculating the tenant's portion of the rent, DMMHA will consider income to be sporadic if it **does not exceed an average \$500 per month and/or** does not demonstrate a pattern of occurrence.

DMMHA defines reasonable child care expenses as child care expenses that do not exceed the client's current gross earned income. In the case of clients currently under Earned Income Disregard (EID), the amount of child care expenses may not exceed the earned income that is applied towards the rent calculation. DMMHA will allow a family to receive reasonable child care expense allowance if not working or going to school only if actively seeking employment. The family will be allowed to submit three (3) months of child care expenses in a twelve month period while not working or going to school. The child care shall not exceed four hours a day during the time in which the family is not working or going to school.

DMMHA defines reasonable medical expenses as out-of-pocket medical expenses paid by the client that are not re-imbursed by insurance. These expenses include but are not limited to: medical insurance premiums,

prescription drug expenses, food and veterinary costs for a service animal. Over the counter medicines/products may be included provided there is a doctor statement regarding the medical need for the medicine/product.

DMMHA will count and include monies received through Athletic Scholarship that is assigned for housing costs in the calculation of the tenant's gross income.

In the event that third party verifications are received late, DMMHA will calculate the annual income based on information provided by the family (pay stubs or written statements from employers). Upon receipt of the late third party verification, DMMHA will review the verification for accuracy. If the third party verification is significantly different than the information provided by the family, a recalculation of income will be completed.

DMMHA considers in-kind gifts as income only when they are used by the client to pay rent and utilities and are NOT from a governmental source. In-kind Contributions and gifts to the household from persons or entities outside the household must be received by the client for two-consecutive months in order to be considered as income. This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions and/or gifts. Contributions and gifts will be verified through third party verification forms provided by DMMHA.

DMMHA defines reasonable costs that may be deducted in determining the cash value of an asset as: Penalties for early withdrawal, broker fees, legal fees, and for real estate: settlement costs, brokers fees, closing costs, and mortgage balance owed. **For real property that is owned by an applicant or participant, DMMHA will use actual conversion costs as listed previously if available. If not available because the real property has not been disposed of, DMMHA will use the assessed value of the property as market value and 7% of the assessed value as broker fees.**

- d. The **Director Leasing Administrator**, or his or her designee, will certify to the actions taken and determination of eligibility by signing the Formal Application.
- e. All eligibility criteria will be re-verified if more than one hundred twenty (120) days elapse between the date of determining the family's eligibility and the scheduled date of the family's admission.

- 3. Verification of Eligibility - Each applicant household shall be required to provide all information and authorizations necessary to enable staff to verify the applicant's

qualification for preference status, income eligibility, household composition, and conformance to the Housing Agency's Eligibility Criteria.

- a. Information may be required for any or all household members. Verification shall be from third party sources whenever possible. However, the applicant shall not be penalized either by denial of admission or by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and the DMMHA have made all reasonable efforts to obtain information and the third party source has failed to respond, the DMMHA shall proceed with the processing of the application using the best available information.
 - b. Each applicant and household members shall have an interview with a member of the staff. Every member of the applicant household over the age of 18, must be present at the office visit, except when there are extenuating circumstances.
4. The DMMHA shall require the applicant to:
- a. Sign all forms necessary to determine and verify eligibility and suitability.
 - b. Provide verification of income, assets, exclusions and deductions from income.
 - c. Provide verification of family size, age and relationship.
 - d. Disclose the Social Security Numbers of all family members.
 - e. Provide citizenship information.
 - f. Provide the names and addresses of the applicant's current and at least one prior landlord, if applicable.
 - g. Provide the most recent six (6) months of rent receipts where appropriate.
 - h. Provide any other information the DMMHA determines is necessary to determine eligibility for housing at the Housing Agency.
 - i. Notify DMMHA, in writing, within ten (10) business days of enrolling in or no longer attending an educational institution either part-time or full-time.
5. All verifications and documentation received by the DMMHA for use in the determination of eligibility for housing at the DMMHA will be analyzed by staff and a determination made with respect to the criteria outlined in Section IV.
- a. Eligibility of the applicant family based on the requirements outlined in

Section III of this Policy.

- b. Unit size requirements.
 - c. Qualification of the applicant family with respect to the Eligibility Criteria outlined in Section IV.
6. Applicants determined to be ineligible for housing at the DMMHA will be promptly notified and will receive a Notice of Ineligibility from the Housing Agency stating the basis for this determination. The DMMHA will provide such applicants with the opportunity for Admissions Review of the decision in accordance with the HUD regulations and the procedure for Admissions Review. The DMMHA will maintain files of all ineligible applications for at least three (3) years, including documentation stating the reason(s) for the ineligibility.
 7. Applicants determined to be qualified for housing at the DMMHA will be notified in writing by the Housing Agency of the approximate date of unit availability insofar as that date can be reasonably determined. Every effort will be made by the Housing Agency to make as accurate an estimate as possible; however, this does not mean that the applicant should be expected to be housed by that date as the availability of a suitable unit may be contingent on factors not controlled by the DMMHA
 8. Changes in Unit Size Determination - If, during the final eligibility determination, or any other time prior to placement, it is determined that the family composition has changed, making the family eligible for a different size unit, the family's application shall be placed on the waiting list for the new unit size based on the original date of the family's pre-application.
 9. Maintaining an Active List – The pool of active applicants will be kept current by requiring each applicant to inform the Housing Agency at least once annually of continued interest. The DMMHA will send an update letter to the applicant requiring the applicant to submit a form indicating continued interest and any updated information, such as change of address or household information. Failure of an applicant to respond to the interest letter will result in the applicant being removed from the waiting list.

IV. ELIGIBILITY FOR ADMISSION

A. Eligibility Criteria

It is the policy of the DMMHA to admit only eligible applicant families according to the following criteria:

1. Head of Household must be an individual who is 18 years of age or older, or have the legal capacity to sign leases/documents.

2. Qualify as Family:
A family is defined as:-
- A) Single persons or two or more persons related by blood, marriage, adoption or other operation of the law; or
 - B) Two adults who share residency with their income and resources available to meet the family's needs and who provide evidence of a stable family relationship.
Evidence may include, but is not limited to, the following:
 - a) Evidence of continuous cohabitation for a period of not less than 12 months within the last 24 months; and one or more of the following:
 - b) Joint tax returns
 - c) Insurance policies in both parties names
 - d) Joint credit history within the last year
 - e) Real estate title in both parties names
 - f) Lease agreement in both parties names (the owner of the leased property must have a valid rental certificate)
 - g) Property tax statement in both parties names
 - h) Mortgage documents in both parties names.

Evidence submitted must be current (within 12 months, unless otherwise specified above), and not obtained solely for purpose of securing housing assistance.

SUFFICIENCY OF THE EVIDENCE IS AT THE SOLE DISCRETION OF DMMHA.

3. Income Limits - The DMMHA will determine annual income in accordance with appropriate United States Department of Housing and Urban Development (HUD) guidelines.
4. Social Security Number Disclosure - Those whose members have been issued a Social Security Number (SSN) and have disclosed it to the satisfaction of the DMMHA. Where a SSN has not been assigned, certification to that effect must be executed.
5. Citizenship or Eligible Immigration Status - Those whose members are U.S. Citizens or non-citizens who have eligible immigration status.
6. Household Composition - Those whose household composition is appropriate for the unit sizes available in the DMMHA developments in accordance with the occupancy standards outlined herein.
7. Do Not Maintain Another Residence - Those who do not maintain another residence in addition to the DMMHA's dwelling unit.
8. Have Not Committed Fraud - Those whose members have not committed fraud in

connection with any Federally Subsidized Program.

9. Threatened or Abusive Behavior or Harassment of Staff– Ensuring that the applicant or any household members have not engaged in or threatened abusive behavior, violent behavior or harassment toward DMMHA personnel, regardless of whether the family member has been arrested or convicted for such behavior.
10. Prior Housing History - Those whose members have not been evicted from Public Housing, Indian Housing, Section 23, Section 8, or any other Federally Subsidized Program because of drug-related criminal activity for a five-year period beginning the date of the eviction.
11. History of Negative Past Participation - DMMHA will deny assistance to applicants who have a history of negative current or past participation in a federally subsidized housing program, regardless of whether or not the applicant was formally evicted or terminated from said program.

Adult household members of a previous head of household that has negative past or current participation with DMMHA or another federally subsidized program will be held responsible for the negative past participation if they were over the age of 18 and a member of the assisted household at the time it was determined that the assisted household was terminated/evicted by DMMHA or any other federally subsidized program.

12. Must Meet Eligibility Requirements - Those who meet or exceed the eligibility requirements outlined in this Policy.
13. Rental History - The DMMHA will deny admission to any applicant whose previous rental history reflects an unwillingness or inability to abide by the terms of the Dwelling Lease, or whose habits and practices may be expected to have a detrimental effect on other tenants. The same selection criteria will be used to evaluate a person wishing to join a family already in occupancy.
 - a. General Requirements - The burden is on the applicant to demonstrate to the satisfaction of the DMMHA that the applicant family is:
 1. Willing to reliably discharge the financial obligations of renting a unit; and
 2. Willing to maintain the unit in a healthy, safe and secure condition; and
 3. Willing to live peaceably with neighbors in a residential community; and
 4. Willing to accept and abide by the terms of the Dwelling Lease, attachments, addenda and all occupancy rules; and

5. Willing to provide the Housing Agency with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply, or provision of falsified, inaccurate or incomplete information, are grounds for a determination of ineligibility and for termination of residency and eviction.
 6. Willing to comply with Community Service requirement as outlined in this policy.
- b. Documentation - The following information related to an applicant's potential future habits or practices will be used to determine if the applicant meets the DMMHA's selection criteria:
1. The applicant or any member of the household's acceptable past performance in meeting financial obligations, especially rent and utilities. Positive or neutral references from the current landlord, constitute evidence that the applicant household meets this criteria.

In determining an applicant's ineligibility based on a previous history on non-payment of rent, the Housing Agency will consider whether:

- (1) The applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or
 - (2) The record of nonpayment or frequent late payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant demonstrated responsible efforts to resolve the nonpayment problem.
2. The applicant or any member of the household does not have a record of disturbance of neighbors or destruction of property. Acceptable landlord references and police and court record reports showing that no household member engages in these types of activities, together constitute evidence that the household meets this criteria.
 3. The applicant or any member of the household does not have a record of housekeeping practices, which may adversely affect the health, safety or welfare of others, or cause damage to DMMHA property. Acceptable landlord references **or satisfactory or better home visit rating** constitute evidence that the household meets this criteria.

14. Record of Criminal Activity/Violent Criminal Activity/Drug Related Activity - The applicant or any member of the household does not have a record of criminal activity, violent criminal activity and/or drug-related criminal activity on the part of any household member, which would adversely affect the health, safety or right to peaceful enjoyment of others. This includes crimes of physical violence and violence to property. Court and police record reports showing that no household member has a record of such activity constitute evidence that the household meets this criteria.
15. Alcohol Abuse - There is no reasonable cause to believe that any member of the applicant household has exhibited a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol which interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants. Acceptable landlord references and court and police record reports showing that no household member has exhibited these patterns constitute evidence that the household meets this criteria.
16. Owing Money to Federally Subsidized Programs - The family has no outstanding balance owed from previous program participation, either in DMMHA Programs or with any Federally subsidized program. If a balance is owed to DMMHA or any other Federally subsidized program, the family will not be determined eligible until the balance is paid in full. Balances paid in full do not necessarily mean the applicant will be determined eligible.

In the event that the applicant owes money to DMMHA, the DMMHA will notify applicants of any outstanding balance owed and allow the applicant 60 days to pay the balance in full. If the applicant fails to repay the balance in full within the 60 day time frame, they will be determined ineligible for assistance and their application for assistance will be denied.

In the event that the applicant owes money to any other Federally subsidized program, the DMMHA will notify the applicant it has been determined that they owe money to another Federally subsidized program and that their application will be denied within 60 days unless the applicant can verify that they have reimbursed the other Federally subsidized program for the full amount due prior to the expiration of those 60 days. In the event that DMMHA is made aware of negative past participation in the other federally subsidized program, in addition to the monies owed, DMMHA may deny the application for Public Housing without providing the applicant the opportunity to re-pay the other federally subsidized program.

Adult household members of a previous head of household that owes money to DMMHA or another federally subsidized program will be held responsible for the monies owed if they were over the age of 18 and a member of the assisted household at the time it was determined that the assisted household owed money to DMMHA or any other federally subsidized program.

The DMMHA will NOT enter into any re-payment agreements with applicants for monies owed.

17. Compliance with the Dwelling Lease - The applicant and/or any member of the household is willing to accept and comply with the terms of the Dwelling Lease and all other related Agency policies and documents, including the Family Obligations Agreement.

DMMHA will deny assistance to applicants who have a history of negative current or past participation in a federally subsidized housing program, regardless of whether or not the applicant was formally evicted from said program.

18. Non-Compliance - Failure, neglect or refusal of an applicant or resident to furnish the Housing Agency satisfactory verification of family income, assets or composition when requested to do so.

19. Misrepresentation - The omission, misstatement or concealment from the Housing Agency by the applicant or resident of any material fact bearing upon or relating to any determining factor of the applicant's eligibility for admission to or the resident's eligibility for continued occupancy, or bearing upon or related to the monthly rent to be paid by the applicant or resident.

DMMHA may verify that the applicant and/or any member of the household has not misrepresented or falsified any information related to eligibility, preference status, selection criteria, or income and has provided all information requested and required by the DMMHA. If at any time during the tenant selection process it is determined that any member of the household has provided information which is false or misleading, or has failed to supply the DMMHA with any information or documentation required, the applicant household will be considered to have failed this criteria.

20. Abandonment of Property - The applicant or any member of the applicant household does not have a record of abandoning any DMMHA dwelling unit without previously advising staff so the dwelling unit could be secured and protected from vandalism.

Eligibility Restrictions Regarding Non-citizens

As required by HUD, eligibility for assistance or continued assistance under a Section 214 program, such as Public Housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. The DMMHA requires both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation is required of all new admissions at the time an application is processed by the Housing Agency. Whenever a new family member is added, documentation must be provided before the new member can be added to the Dwelling Lease.

DMMHA will comply with HUD regulation 24CFR Part 5, as applicable and as amended, regarding the eligibility for assistance or continued assistance of non-citizens.

C. Ineligibility for Drug-Related Criminal Activity, Violent Criminal Activity and/or Other Criminal Activity

Zero Tolerance. DMMHA will exercise zero tolerance with respect to drug-related activity, other violent criminal activity, and alcohol abuse by applicants. DMMHA will deem ineligible any applicant who has been involved in drug-related criminal activity or other violent criminal activity within the past five years. DMMHA will deem ineligible any applicant who has abused alcohol within the past five years in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants or neighbors. DMMHA will deem ineligible any applicant who has been evicted or terminated for drug-related criminal activity from Public Housing, Indian Housing, any Section 8 program, or any other assisted housing program within the past five years. DMMHA also will review any record of drug-related criminal activity, violent criminal activity, or alcohol abuse that occurred more than five years ago, and will deem any applicant ineligible if there is reasonable cause to believe that the applicant's activity or pattern of activity may interfere with health, safety, or right to peaceful enjoyment of the premises by other tenants.

In the event of drug-related criminal activity, violent criminal activity and/or any other criminal activity, the DMMHA will deny assistance if the preponderance of evidence indicates that a family household member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

Definition of Drug-Related Criminal Activity: Drug-related criminal activity is the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance.

Pursuant to federal law, persons evicted from Public Housing, Indian Housing, Section 23, Section 8, or any other Federally Subsidized Program because of drug-related criminal activity are ineligible for admission to the Public Housing Program at the DMMHA for a five-year period beginning on the date of such eviction.

DMMHA will determine persons ineligible for the Public Housing Program for any drug-related criminal activity that occurred within the last five years, regardless of whether or not the activity occurred while the person was on Public Housing, Indian Housing, Section 23, Section 8, or any other Federally Subsidized Program.

DMMHA will also deem ineligible:

1. Sex offenders that must register for a life-time
2. Persons convicted for producing methamphetamines on assisted housing property
3. Current illegal drug users
4. Sex Offenders who are not required to register for a life-time, but are on the registry at

the time of application, or have a criminal record that indicates that such activity has occurred in the past.

DMMHA may, at their sole discretion, deem ineligible:

1. Fugitive felons or parole/probation violators
2. Persons fleeing prosecution, custody, confinement after conviction and parole violators'
3. Persons who have made false statements regarding alcohol or drug abuse.

The DMMHA will review any record of criminal activity and will determine any applicant and/or family member ineligible if there is reasonable cause to believe that the applicant's pattern of activity may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.

1. Waiver of this Restriction - The DMMHA may, in its sole discretion, waive this restriction if the applicant can demonstrate to the satisfaction of the DMMHA that:

- a. The circumstance(s) leading to the criminal activity no longer exists. For example, the person involved in drugs and responsible for the eviction is no longer part of the family and will not be allowed to live with or visit the tenant family.

The DMMHA will review each applicant family on a case-by-case basis and may consider an applicant to have passed the screening criteria (other than criteria regulated by Housing and Urban Development) if there is sufficient evidence provided by the applicant that they are not currently engaged in or have not, within a reasonable period of time, engaged in any activity that would otherwise result in the applicant being determined ineligible for assistance. Sufficiency of the evidence is at the sole discretion of the DMMHA.

D. Records Management

Policy for Policy B – 960.205 (4) (ii)(as amended), Request for certain household members

The DMMHA will submit a written request to a drug abuse treatment facility only with respect to each proposed household member:

- (A) Whose criminal record indicates prior arrest or conviction for any criminal activity that may be a basis for denial under 960.205(as amended); or
- (B) Whose prior tenancy records indicate that the proposed household member:
 - (1) Engaged in the destruction of property
 - (2) Engaged in violent activity against another person; or
 - (3) Interfered with the right to peaceful enjoyment of the premises of other residents.

Records Management and Confidentiality Policy for Information Received from Drug Treatment Facilities and Other Criminal Records Obtained by DMMHA

Any information the DMMHA receives from a drug abuse treatment facility about a person will be maintained confidentially and in accordance with Section 543 of the Public Health Service Act (12 U.S.C. 290dd-2 (as amended)).

1. Such information will not be misused or improperly disseminated; and
2. Will be destroyed as required by Federal Regulations.

E. Special Eligibility Provisions Relating to Applicant Requiring a Live-In Aide

Some applicants who would not otherwise be able to fully discharge the responsibilities of occupancy may be able to do so with the assistance of a live-in aide residing in the unit. Applicants requesting a live-in aide as a reasonable accommodation must provide a statement, from a professional with direct knowledge, certifying that the live-in aide is a medical necessity and that the aide is necessary. **for 24 hour exclusive care of the applicant.**

When an applicant or tenant can provide written documentation to the satisfaction of the Housing Agency that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested, and be reviewed by applications staff for eligibility under the Eligibility Criteria of this Policy. DMMHA requires a minimum of 10 (ten) days written notice for processing such requests. If the DMMHA determines an individual proposed as a live-in aide to be ineligible, the applicant may propose an alternate live-in aide for screening or may appeal the DMMHA's determination as provided in the Informal Review Procedure.
2. Unit Size Consideration. The applicant and the live-in aide may each be allocated a separate bedroom.
3. The primary tenant or head of household is responsible for all acts of all household members with respect to the requirements of the Dwelling Lease. Any violation of Dwelling Lease provisions by the live-in aide may be cause for eviction of the entire household.
4. The live-in aide does not have rights to continue in occupancy as a remaining member of a household.

F. Verification Procedures

The DMMHA will use the following procedures to verify if the applicant meets the Eligibility Requirements:

- a. References from Landlords and Prior Landlords. DMMHA staff will obtain

references from current and prior landlords, if any, and places great importance on the information obtained from these references as prior landlords have relationships with prospective tenants that are similar to the relationship to be established with the Housing Agency.

The DMMHA will attempt to check court records for evidence of evictions or judgements against members of the household. References from landlords who are related by blood or marriage will be considered insufficient. In addition, the DMMHA may schedule and perform a home visit and/or attempt to interview the current housing provider and others who are familiar with the behavior and abilities of household members.

b. Home Visits. If the applicant is currently residing within the DMMHA's jurisdiction, staff may perform a home visit for applicants for whom landlord references of acceptable credibility and quality are not available. The purpose of the Home Visit is to obtain information to be used in determining whether the applicant household meets the DMMHA's Eligibility Criteria and will be considered:

- (1) Condition of entranceways, halls and yards.
- (2) Cleanliness in each room used by the household, including rooms shared with other households, if applicable.
- (3) General care of furniture, appliances, fixtures, windows, doors and cabinets.
- (4) Evidence of destruction or damage of property.
- (5) Evidence of unauthorized occupants.
- (6) Evidence of criminal activity.
- (7) Conditions inconsistent with the information supplied in any application or other document submitted by the household.

Applicants will be given at least two days advance written notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests, or other ineligible activities, the applicant will be considered to have failed the DMMHA's eligibility requirements.

c. Police and Court Records Check. The DMMHA will check police and court records for all adult members of the applicant family for evidence of behavior

which is relevant to the eligibility requirements outlined herein.

G. Sources of Information

Sources of information that the DMMHA will use include, but are not limited to:

- a. Members of the applicant household.
 - b. Present and/or prior landlords or housing providers.
 - c. Present and/or former employers.
 - d. Landlord Record services, where applicable.
 - e. Social workers, school officials, drug and alcohol treatment centers, clinics, physicians, health care providers, and clergy.
 - f. Police departments, parole officers and court records.
 - g. Welfare Department, Internal Revenue Service, and other public agencies.
1. Alternative Sources of Information - DMMHA staff will make the final determination of what constitutes adequate and credible information. If there are sufficient doubts with respect to the veracity, credibility, or reliability of any information received, the DMMHA retains the right to pursue alternative sources of information until satisfied that the information received is the best available.

H. Receipt of Unfavorable Information

In the event that the DMMHA receives adverse and unfavorable information regarding an applicant household, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and that certain undesirable behavior will not be repeated.

Additional considerations given in accordance with the Violence Against Women Act of 2005:

The Violence Against Women Act of 2005 provides protections for persons that are victims of domestic violence, dating violence or stalking. The Act covers all victims of domestic violence, dating violence or stalking and is not gender specific.

The Act states that PHA's can not deny admission to otherwise qualified applicants simply because they are, or have been, victims of domestic violence, dating violence or stalking. Therefore, the DMMHA will inform applicants of their right to dispute a denial by certifying that they are a victim of domestic violence, dating violence or stalking.

The certification must include but is not limited to:

- The applicant notifying DMMHA in writing of victim status within fourteen (14) days of the notification of denial of admission.
- The incident must have occurred within thirty (30) days of a denial of admission.
- The domestic violence, dating violence or stalking must be directly related to the reason for denial of admission.
- Applicants must complete the HUD approved certification form to certify victim status.
- Supporting documentation verifying the dates and relation to the reason for the denial will be required.
- Determination of the sufficiency of the verifications is the sole discretion of DMMHA.

If the verifications and certification are acceptable to the DMMHA, the DMMHA will withdraw the denial of admission and continue to process the application for the applicant qualifying as the victim.

If the verifications and certifications are not acceptable, or not submitted to DMMHA within the required time frame, the DMMHA will continue with the denial of admission and inform the applicant of their right to an informal review regarding the denial.

DMMHA will comply with the confidentiality requirements of the Violence Against Women Act of 2005.

I. Maintaining Records

The Housing Agency shall maintain a record of all applicants determined ineligible as a result of the failure to meet its Eligibility Criteria with an indication of the specific reason(s) for the determination of ineligibility. These records shall be maintained for a period of three (3) years.

J. Statement of Certification

The DMMHA will require applicants to sign a statement certifying the provided information is complete and accurate and a Family Obligations Agreement. Also, the DMMHA will deny admission to any applicant who does not provide the required documentation or information, or who provides incomplete or false documentation or information.

K. Applicant Requests to View Files

Applicants will be permitted to review the contents of their file maintained by DMMHA upon written request. Requests must be received a minimum of ten (10) days prior to the date they wish to review the file. DMMHA will request that the applicant give a reason for the need to view the file. Requests for photocopies of information contained in the file will be billed according to the City of Des Moines fees for copy charges policy. A delay in requesting a file or copies of file documents will not be grounds for a continuance or reschedule of a hearing, informal review or trial date.

V. SELECTION FROM THE WAITING LIST

All otherwise eligible applicants will be assigned to the waiting list according to date and time of application and preference status determined as follows:

A. Preferences

DMMHA gives a higher priority to applicants who are currently eligible for one or more preferences. Families qualifying for three Preferences will be considered first. Families qualifying for two Preferences next, then families qualifying for any one of the Preferences. After preferences, DMMHA will determine priority based upon the date and time of application. The preferences are listed below. A family must provide acceptable verification that they are eligible for a preference. Acceptable verification must come from a government agency, law enforcement agency, public or private shelter, clergy, employer, educational facility administrator, or social service agency. Adequacy of the verification shall be determined by the DMMHA in its sole discretion. The verification is valid for ninety (90) days. If the applicant is not housed within ninety (90) days, the preference must be re-verified at the time the family is offered assistance.

Preferences will be verified on prescribed forms and are defined below.

Emergency Preference

1. As a result of Actual Physical Violence – violence directed against the applicant or one or more members of the applicant’s family by a spouse or other member of the applicant’s household; or, the applicant lives in a housing unit with such an individual who engages in such violence (police reports substantiating the violence will be required as verification that such violence has occurred in the applicant’s household). Further, the individual who engages in such activity will NOT be allowed to reside with the applicant on the Public Housing Program unless DMMHA provides written approval.
2. As a Result of Hate Crimes – If one of more of the applicant’s family have been the victim of one or more hate crimes; and the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant’s peaceful enjoyment of the unit (police reports substantiating the crime will be required as verification of such crimes).
3. As a Result of a Natural Disaster – An applicant who is a victim of a natural disaster may qualify for this preference upon verification that the natural disaster occurred and that the natural disaster was beyond the applicants ability to control. In the event of a fire in a unit, verification from the Fire Marshall that the fire occurred as a result of natural causes, and not as the result of tenant neglect, will be required in order to qualify for this preference.

Working Preference

The DMMHA may give a preference to applicants who meet the following minimum criteria (so long as our Income Targeting requirements are not negatively effected):

1. A permanent part-time employee working (making an earned income) for at least 6 months; and
2. Making a projected gross annual income of \$10,000

Written verification from the Employer (or a W2 or 1099 form, where possible) will be required as documentation to support the applicants eligibility for this preference.

Income Targeting

DMMHA will comply with the income targeting requirements of “Income Targeting” as required in the Public Housing Reform Act, Section 513. Meeting the income targeting requirements may require skipping higher income families on the waiting list as necessary to satisfy the PHA’s annual targeting requirement.

Family Self Sufficiency

When the need arises for DMMHA to recruit for participants in its Family Self Sufficiency Program, DMMHA will extend the invitation to current participants first, applicants on the waiting this second and finally to the general public. Applicants and the general public wishing to participate in the Family Self Sufficiency Program will be given preference status and move to the top of the waiting list (for detailed information on the Family Self Sufficiency Program see the Family Self Sufficiency Action Plan (Exhibit II)).

B. Certification and Verification of Preference Qualification

1. At the time of application, information about the preference categories and a certification form will be made available to each applicant.
2. Applicants wishing to apply for a preference will be required to complete the Agency’s preference forms and supply all required documentation needed to verify such preference.
3. When the applicant is called in for eligibility determination, the applicant’s preference qualifications will be re-verified if the preference verification documentation is over ninety (90) days old. If qualification for preference cannot be verified, the application will be returned to the waiting list according to the original date and time of the application, but without preference status.
4. If it is determined that an applicant does not meet the criteria to qualify for preference status, the DMMHA shall provide written notice of that determination stating the reason

of the determination and informing the applicant of his/her right to request an Admissions Review with a representative of the DMMHA. Requests to review a denial of preference status must be made within 4 days of the date the written notice informing the applicant of the denial was mailed.

5. Generally, preference verification will be valid for ninety (90) days. If the applicant is not housed within ninety (90) days, the preference(s) must be re-verified at the time the family is offered housing assistance. However, DMMHA reserves the right to re-verify a preference at any time throughout the application process.

VI. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

It is the policy of the DMMHA to ensure that dwelling units are occupied by families of the appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines and any deviation from this Policy shall be reviewed by the Director or his or her designee:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Min.</u>	<u>Max.</u>
0	1	1
1	1	2
2	2	2 4

B. Additional Factors in Dwelling Unit Size Determination

Dwelling units will be assigned so that it will not be necessary for persons of opposite gender (other than married couples) to share a bedroom. Two children of the same gender will be required to share a bedroom unless there is five numerical years difference in age. Children of the same gender that are not five numerical years apart will be required to share a bedroom until such time as the oldest child turns 18 years of age. Children of the opposite gender shall be required to share a bedroom until such time as the oldest child turns 3 years of age. Children shall generally not be required to share a bedroom with a parent; however, one very young child may share a bedroom with one parent at the request of the family. **Married couples are eligible for a one bedroom unit.** A parent must have physical custody of a child under the age of 18 for at least 50% (183 days or more) of the time for the DMMHA to consider the child as a member of the family. Students living out of town, but living in the assisted unit for a minimum of three months per year, will be considered a family member. Foster children shall be considered in determining dwelling unit size. No unit size assignments will be made which require use of the living room for sleeping purposes.

Persons who reside in the home at least 50% (183 days or more) of the year will be considered for

the purposes of determining the number of bedrooms for family eligibility (i.e. **students**, joint custody of minors). No child may be on more than one assisted lease agreement.

A child who is temporarily away from the home because of placement in court ordered foster care or the Department of Human Services' Children in Need of Assistance (CINA) Program, is considered a member of the family, provided that there is evidence acceptable to DMMHA that such child will be returning to the home within 180 consecutive calendar days. DMMHA defines "temporarily absent" as an absence of not more than 180 consecutive calendar days.

DMMHA will honor court ordered custody arrangements and may honor a notarized affidavit from one biological parent of a child when determining eligibility of other family members under the age of 18 being added to the household (for example – grandmother obtaining custody of grand child, sister obtaining custody of niece or nephew, etc.).

In instances **of issuance of the Housing Choice Voucher** in which there are two related, but unmarried adult (age 18 or older) family members, each of those two members will be authorized a separate bedroom.

The necessity for an exception to **Subsidy Occupancy** Standards must be verified and documented. Requests for exceptions to **Subsidy Occupancy** Standards must be in writing, presented to the Leasing Administrator within ten days of the DMMHA's determination of appropriate unit size. The granting of an exception shall be at the discretion of the DMMHA.

C. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing; however, reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by DMMHA staff or at the request of the applicant family. Written approval of such cases will be made by the **Director Occupancy & Program Enforcement Administrator**, or his/her designee **for families in occupancy and the Leasing Administrator, or his/her designee for applicant families.**

D. Handicap Accessible Units

When an accessible unit becomes available, the DMMHA shall offer the unit in the following order:

1. To current DMMHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one (1) current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap

who would benefit from the unit's accessibility features:

- a. An accessible unit shall be offered first to households who qualify for a preference and who need the specific features of the available unit.
 - b. Thereafter, an accessible unit shall be offered to households on the waiting list who need the specific accessibility features, in order of application date, but who do not have a preference despite the presence on the waiting list of households with preferences and/or earlier application dates who do not require the specific accessibility features of the available unit.
3. To other eligible and qualified households on the waiting list without disabilities. In this case, the current tenant family must agree, in writing, to transfer to a non-accessible unit upon notification by the Housing Agency.
 4. DMMHA will not prohibit an eligible disabled family from accepting a non-accessible dwelling unit that the family is eligible for which may become available before an accessible unit. Upon written request from the applicant, DMMHA will make every attempt to modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.

VII. ADMISSIONS REVIEW (Applicants Only)

A. Applicability

1. The Housing Agency will provide an opportunity for an Admissions Review regarding a decision denying assistance to an applicant:
 - a. Placement on the waiting list.
 - b. Participation in the Public Housing Program.
 - c. Preference in determining eligibility for the Public Housing Program.
2. The Housing Agency is not required to provide an opportunity for an Admissions Review:
 - a. To review discretionary administrative determinations by the Housing Agency, or to consider general policy issues or class grievances.
 - b. To review the Housing Agency's determination of the number of bedrooms determined under the standards established by the Housing Agency in accordance with HUD regulations.

- c. To review the Housing Agency's determination to retire/withdraw an application from the waiting list.

B. Procedures

1. The Housing Agency shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences adopted by the DMMHA, or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an Admissions Review of the decision, and shall describe how to obtain the Admissions Review.
2. The applicant must submit a written request for an Admissions Review within four (4) business days after DMMHA mails the notification of the decision denying assistance.
3. If the applicant's request is not submitted within four (4) business days after DMMHA mails the notification of the decision denying assistance, or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.
4. If the request meets the criteria, an Admissions Review will be scheduled within a reasonable time period.
5. The Admissions Review shall be conducted by any person or persons designated by the Director, other than a person who made or approved the decision under review or a subordinate of such person.
6. The applicant shall be given an opportunity to present written or oral objections to the Housing Agency's decision.
7. The Housing Agency shall notify the applicant in writing of the final decision within ten (10) calendar days after the Admissions Review, including a brief statement of the reason(s) for the final decision.
8. A delay in requesting a file review or copies of file documents will not be grounds for a continuance or reschedule of an admissions review.

VIII. OFFER OF A UNIT

1. Depending upon availability and location of the property, applicants from the appropriate site based waiting list will be offered two suitable vacant units for occupancy. If the offers are rejected, the applicants name will be placed on the bottom of the same waiting list. If the applicant is on the waiting list for the Section 8 program or any other program administered by the DMMHA, refusal of a public housing unit

will not affect placement on other lists. An applicant must respond to, and accept or reject, the offer within seven (7) calendar days from the date the offer is made. If an applicant does not respond within seven (7) calendar days, the application shall be deemed withdrawn and the applicant shall be required to reapply.

2. For purposes of this Policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of the DMMHA that one of the following circumstances apply:
 - a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
 - b. The applicant is unable to move at the time of the offer because of serious and unusual circumstances which are beyond the applicant's control, and the applicant presents clear evidence which substantiates this to the DMMHA's satisfaction. Examples:
 - (1) A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
 - (2) A court verifies that the applicant is serving on a jury which has been sequestered.
 - c. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to the DMMHA's satisfaction.
3. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy, or fails to respond to written correspondence from the Housing Agency for other than a justifiable reason, such failure may result in removal from the waiting list. The person may reapply at a time that applications are being accepted.

IX. DWELLING LEASE EXECUTION

A. Lease and Family Obligation Agreement Signing Meeting

Applicants selected for admission will be required to participate in a lease signing meeting conducted by the DMMHA to review and sign the DMMHA Dwelling Rental Agreement and the Family Obligation Agreement. Staff will acquaint new tenant families with the following policies and procedures: the Dwelling Lease; Drug-Free Housing Addendum; Occupancy Rules; maintenance procedures; Community Service Lease Addendum, Family Break-up Policy, services provided by the DMMHA; tenant initiative activities; grievance procedures; tenant rights,

responsibilities, and obligations; rent collection policy; and the operating of heating, cooling, and plumbing equipment in the units. Within the first month of tenancy, the family may be visited by staff.

The DMMHA will only execute a Dwelling Lease with persons who are capable under state law of entering into a legal contract.

B. Security Deposits

1. A security deposit will be required for all tenants as follows:

<u>Type</u>	<u>Amount</u>	<u>Size</u>
Elderly/disabled/handicapped apartment	\$237	Efficiency
Elderly/disabled/handicapped apartment	\$283	1 Bedroom
Elderly/disabled/handicapped apartment	\$345	2 Bedroom
Family residence	\$345	2 Bedroom
Family residence	\$442	3 Bedroom
Family residence	\$492	4 Bedroom

2. The security deposit is to be paid in full immediately upon execution of the Dwelling Lease. Security deposits will be held on account by the Housing Agency, and will be returned to the tenant within thirty (30) days after move-out if the following conditions are met:

- a. The tenant gave notice of intent to vacate as required by the Dwelling Lease;
- b. There is no unpaid rent or other charges for which the tenant is liable under the Dwelling Lease;
- c. The unit and all equipment are left clean, and all trash and debris have been removed by the family;
- d. There is no breakage or damage beyond that expected from normal wear and tear;
- e. All keys issued to the tenant have been returned to the Housing Agency when the family vacates the unit. (The DMMHA will continue to charge the family rent on a per diem basis up until the day the tenant returns the keys to the agency.)
- f. The vacating tenant provides a forwarding address or delivery instructions upon move-out. If no forwarding address is given, the security deposit disposition will be mailed to the last known address of the tenant.

3. A notice of security deposit disposition will be sent to the tenant, and if tenant charges are assessed, they will be deducted from the security deposit and the balance, if any, shall be returned to the tenant.
4. The security deposit may not be used to pay charges during occupancy.
5. Pet security deposits shall be paid in accordance with the Housing Agency's Pet Policy. The deposit shall be applied towards the cost of repairing any damages to the residence caused by the pet. A deposit will not be charged for an aide animal.

C. Move-In Inspection

Prior to occupancy, a DMMHA representative and the tenant, will inspect the premises. The DMMHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit. The statement will be signed by the DMMHA representative and the tenant, and a copy will be kept in the tenant's file.

X. OCCUPANCY

The DMMHA works closely with local language interpretation service providers to ensure program access and understanding by persons with Limited English Proficiency (LEP).

The DMMHA has also implemented the Language Line Interpretation service to aid in communications with persons with Limited English Proficiency.

The DMMHA will assess the proportion or number of LEP persons eligible to be served or likely to be encountered by the program and, to the extent reasonably possible, provide access to relevant program materials in other languages as determined necessary by the assessment. Additional procedures for outreach activities for LEP persons are contained in the DMMHA LEP Plan, Exhibit VI.

A. Eligibility for Occupancy

Only those tenants meeting all of the following requirements will be considered eligible for occupancy:

1. Qualify as a family.
2. Exhibited appropriate conduct since residing in public housing including:
 - a. Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - b. Have not adversely affected the physical environment of the community;

- c. Have not adversely affected the financial stability of the development;
 - d. Have not illegally used a controlled substance or engaged in drug-related, or criminal activities on or off the premises; and
 - e. Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.
 - f. Has not caused damage to the property beyond reasonable wear and tear.
3. Have abided by the terms and conditions of the Dwelling Lease, Community Service Addendum, Occupancy Rules, Family Obligation Agreement and the Drug-Free Housing Addendum.
 4. Have complied with all Public Housing rules and regulations.

Eligibility Restrictions Regarding Non-citizens

As required by HUD, eligibility for assistance or continued assistance under a Section 214 program, such as Public Housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. The DMMHA requires current tenants to submit the required citizenship or eligible immigration documentation for every household member in order to continue to receive housing assistance.

DMMHA will comply with HUD regulation 24CFR Part 5, as applicable and as amended, regarding the eligibility for continued assistance of non-citizens

B. Dwelling Lease

The Dwelling Lease must be kept current at all times and will be compatible with DMMHA policies and local, state, and federal laws. The Dwelling Lease will reflect rent being charged, and the conditions governing occupancy.

1. If, for any reason, any signer of the Dwelling Lease ceases to be a member of the tenant family, the Dwelling Lease will be canceled. A new lease agreement, Family Obligations Agreement, Addendum for Drug-Free Housing, Community Service Addendum, Occupancy Rules, and Pet Policy (if applicable), shall be signed by the new head of household (and spouse, if applicable) who qualifies and is determined to be eligible for occupancy by the Housing Agency, immediately upon the request of DMMHA.
2. If a tenant family is adding a spouse to an existing dwelling lease, the dwelling lease

will be canceled and a DMMHA shall execute a new lease agreement, Addendum for Drug-Free Housing, Community Service Addendum, Occupancy Rules, Family Obligations Agreement and Pet Policy (if applicable), to be signed by both the head and spouse, immediately upon the request of DMMHA.

3. If a tenant family transfers to a different unit operated by the Housing Agency, the existing Dwelling Lease is to be canceled and a new Dwelling Lease, Family Obligations Agreement, Addendum for Drug-Free Housing, Community Service Addendum, Occupancy Rules, and Pet Policy (if applicable), shall be signed by the new head of household and spouse, if one, for the new dwelling unit.
4. If at any time during the term of the Dwelling Lease there is a change in the tenant's status, which requires an amendment of the Dwelling Lease, or if the Housing Agency desires to waive any provisions with respect to the tenant, either:
 - a. The existing Dwelling Lease may be canceled and a new Dwelling Lease executed; or
 - b. An appropriate amendment to the Dwelling Lease will be signed and made a part of the existing Dwelling Lease. The new Dwelling Lease amendment will be made a part of the permanent tenant file. A Dwelling Lease amendment will be attached to the existing Dwelling Lease, and must be signed by both the tenant and a Housing Agency representative.
5. Failure to accept DMMHA's offer for a lease revision or new lease is grounds for lease termination.

C. Unit Inspections

1. Annual –An inspection of each dwelling unit will be conducted on an annual basis with a written statement of condition signed by a DMMHA representative. Tenant may receive a notice of tenant responsibility with respect to tenant obligations and/or paying for repair of tenant damages. Annual Inspection forms will be kept in the tenant file, and the Preventive Maintenance (PM) forms will be kept in the unit maintenance file.

2. Move-Out - Immediately after a tenant moves out, a DMMHA representative will inspect the dwelling unit. The tenant will be invited to participate in the move-out inspection and is encouraged to do so, but must contact the management office prior to move-out to schedule a joint inspection. A written statement of the unit condition will be signed by the representative and family representative, if present, for inspection.

the

A security deposit disposition will be completed when a tenant family vacates a Public Housing unit. The disposition will include a statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary, and will be furnished to the tenant. Any amounts owed to DMMHA will be deducted from his/her security deposit if remittance is not made to the Housing Agency. A copy of the move-in and/or move-out and housekeeping inspection reports will be maintained in the tenant file.

3. Unit Exterior Inspection Policy - DMMHA may periodically inspect the exterior of the dwelling to ensure lease compliance. No advance notice of such inspections will be given. The resident may receive notification of the results of such inspection as well as remedy requirements by a given deadline.

4. The DMMHA, in its sole discretion, may randomly and periodically inspect units when it believes there are reasonable grounds for an inspection, and/or in emergency situations. The DMMHA will give at least 48 hours advance notice before entering a residence, except for emergencies.

D. Tenant Briefing

All tenants may be required to attend a tenant briefing with DMMHA staff on an annual basis and will be required to sign an annual Family Obligations Agreement.

E. Police Record Check

DMMHA shall request annually a police record on each head of household and every member 18 years and older, including live-in care attendants.

F. Rent, Other Charges, and Rent Adjustments

1. Rent: At each annual re-certification, residents will be given the choice of two rent options: an income-based rent or a flat rent.

a) Income-Based Rent Option

Rent will be calculated using the method and income as determined by HUD regulations. The Total Tenant Payment is based on (gross) annual income and is the higher of the following rounded to the nearest dollar:

The Total Tenant Payment is the greater of :

- a. 30% of the family's monthly adjusted income (income after deductions such as child care, medical expenses)
- b. 10% of the family's unadjusted monthly income (income before deductions)

- c. The PHA determined “minimum rent”. Minimum rent is \$50.00.

“Minimum rent” refers to minimum Total Tenant Payment and not a “Minimum Tenant Rent.”

Minimum Rent Hardships

In case of financial hardship, the family may make a written request to be exempt from the minimum rent requirement.

- 1) Hardship claims will be considered when the family has demonstrated through documentation acceptable by DMMHA:
 - a) The family has, through no fault of their own, lost eligibility or is awaiting an eligibility determination for a Federal, State, or Local assistance program or
 - b) The family would be evicted as a result of the imposition of the minimum rent requirement or
 - c) The income of the family has decreased because of changed circumstance, including loss of long-term employment (6 months or longer) or
 - d) A death in the family has occurred which resulted in a loss of income
- 2) Upon receipt of a written request for hardship exemption, the minimum rent requirement will be suspended the first day of the month following receipt of request until a determination is made whether:
 - a). The hardship meets the above criteria
 - b). The hardship is temporary or long-termThe hardship exemption may not be provided if the hardship is determined by the Agency to be temporary.
For the purposes of this section, “temporary” will be defined as a period less than 30 calendar days.
- 3) The family must demonstrate to the Agency’s approval, that the financial hardship is of a long-term basis within 90 days of the request for hardship. (The family may not fail to pay minimum rent prior to requesting hardship exemption.)

If the family demonstrates that the financial hardship is of a long-term basis, the Agency will retroactively exempt the family from the minimum rent requirement for the 90-day period.

When the family gains the financial means to pay the rent again, the family will be offered a reasonable repayment agreement to pay back

rent owed during the hardship period not to exceed a one year period.

If the Agency determines that the hardship is temporary or does not meet the specified hardship criteria, the family is responsible for all rent due to DMMHA including back payment for minimum rent from the time of suspension. **The family will be offered a reasonable repayment agreement to pay back rent owed during the hardship period not to exceed a one year period.**

b). Flat Rent Option

Rent will be set at the published Fair Market Rent for the Section 8 Program based on bedroom size. Revision to the Flat Rents will have the same effective date as the published Fair Market Rents and will be implemented at the family's next annual recertification. Exhibit III

The DMMHA will review the flat rents on an annual basis to ensure reasonableness.

Families currently under flat rent will be re-examined annually for all items except income and assets. Income and assets will be re-examined no more than once every three years on the anniversary date of the lease.

Flat Rent Hardships

In case of financial hardship, the family may make a written request to switch from the flat rent to the income-based rent at any given time during the 12-month period.

In order for a hardship claim to be considered, the request must be made in writing to the DMMHA and must include the specific reason for the hardship. The request must be supported by attached documentation from a third party that the Agency accepts as a credible source.

1). Hardship claims will be considered when the family has demonstrated through documentation acceptable by DMMHA:

- a) The income of the family has decreased because of loss or reduction of employment or
- b) The income of the family has decreased because of a death in the family or

- c) The income of the family has decreased because of loss of assistance (Except when loss is due to welfare fraud or non-compliance) or
 - d) The family has experienced an increase in medical, child care, transportation, or education expenses of at least \$3,000 annually.
- 2). Upon receipt of a written request for hardship exemption, the flat rent requirement will be suspended the first day of the month following receipt of request until a determination is made whether:
- a). The hardship meets the above criteria
 - b). The hardship is temporary or long-term

The hardship exemption may not be provided if the hardship is determined by the Agency to be temporary.

For the purposes of this section, “temporary” will be defined as a period less than 30 calendar days.

The family has 90 days to prove hardship. Upon determination that the hardship request has met the above criteria, DMMHA will retroactively switch the family to the income-based rent option from the first day of the month following receipt of the approved hardship request.

The DMMHA will not evict for non-payment of rent while the hardship request is being considered. (The family may not fail to pay rent prior to requesting hardship consideration.)

If the Agency determines that the hardship is temporary or does not meet the specified hardship criteria, the family is responsible for all rent due to DMMHA including back payment for minimum rent from the time of suspension. **The family will be offered a reasonable repayment agreement to pay back rent owed during the hardship period not to exceed a one year period.**

When the family gains the financial means to pay the rent again, the family will be offered a reasonable repayment agreement to pay back rent owed during the hardship period not to exceed a one year period. .

If the hardship is denied, the family will be responsible for all rent due to DMMHA.

A family may make a written request to change their rent option from income based rent to flat rent at any time.

A family may make a written request to change their rent option from flat rent to income based rent because of a financial hardship.

Rent options, except in regards to financial hardships, may be changed only once between annual re-examinations.

2. Utility Allowance - The Total Tenant Payment is the amount of rent charged for the unit minus the utility allowance. If the family is paying a minimum rent, or the Total Tenant Payment is less than the utility allowance, the family may receive a utility reimbursement which will be made directly to utility company determined by the Agency and applied to the family's account. For units in which DMMHA pays all utilities, the rent will be the Total Tenant Payment. The DMMHA will annually review utility allowances and make adjustments when utility rates have increased or decreased by ten percent (10%). Changes in utility schedules will be implemented at the family's next annual recertification. Utility Allowance Schedules are attached as Exhibit IV.
3. Maintenance Charges - Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. The Housing Agency will notify tenants in writing when such charges are assessed. These charges shall become due and payable within thirty (30) days after being charged to the Tenant's account. Residents may appeal a maintenance charge through DMMHA's Grievance procedures by submitting a written statement requesting an informal review within four (4) business days after DMMHA mails the notification. A copy of all work orders for tenant damages are filed in the unit maintenance and tenant files.
4. Non-Sufficient Funds - The DMMHA will assess a \$20.00 charge for any check returned for insufficient funds. DMMHA will allow only one (1) non-sufficient funds check in a twelve (12) month period, after which, rent must be paid only by a cashiers check or money orders.
5. Late Charges - A late charge of \$30.00 shall be charged to any tenant account in which rent is received by the bank after the 8th business day of the month.
6. Administrative Charges - The DMMHA will charge the tenant, the actual cost of administrative charges for serving each lease enforcement notice. The tenant shall be charged all legal and court costs incurred by the DMMHA in lease enforcement actions and evictions, including the costs associated with Administrative Hearings should the Agency's decision be upheld by the Hearing Officer.

G. Home Businesses

Any home business, which includes any legal profit making activities or nonprofit activities, must receive prior written approval from DMMHA prior to beginning any such business activity. This policy does not cover children's businesses such as a child's paper route, a child's sale of merchandise or products from catalogs, or a child's sale of merchandise for youth, school, church, sports, or nonprofit organizations. Such children's activities are expressly permitted and do not require prior notice or consent of DMMHA.

Any tenant found to be operating a business in public housing units without written permission from DMMHA will be in violation of the lease agreement.

XI **REEXAMINATION OF INCOME, ADJUSTMENTS AND FAMILY COMPOSITION**

A. **Annual Reexamination Procedures**

Income-Based Rent Option

1. The income, allowances, and family composition of each household under the income-based rent option, shall be reexamined within twelve (12) months of the family's move-in date and no less than once each year thereafter at the anniversary date. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy, and the required unit size. The Housing Agency follows all applicable HUD regulations in its completion of reexaminations.
2. In advance of the scheduled annual reexamination effective date, the head of the household, and all family members age of 18 years or older, shall be notified by mail of their appointment for a re-certification interview. They are required to provide all specified information, and sign the required Certification forms, the Authorization for Release of Information form, Family Obligations Agreement, and the Addendum for Drug-Free Housing.

In the event that a tenant or other adult household member fails to keep the scheduled reexamination appointment a reschedule letter will be sent to the tenant for an appointment within ten (10) business days. If the tenant fails to show for the second scheduled appointment, he/she will be turned over to lease enforcement.

If the tenant fails to promptly submit all necessary information, he/she shall be given ten (10) business days from the date of written notification to provide the DMMHA with the required information. If the tenant fails to provide the required information, he/she will be turned over to lease enforcement.

In the event the tenant or other adult household member refuses to participate in the

interview or to provide information required by the DMMHA, the Housing Agency may terminate the lease agreement.

3. Employment and income data, assets, student status, scholarship information, medical expenses (elderly and disabled families only), child care expense, and disability assistance expenses or other HUD required information will be verified, documented, and maintained in the tenant's file. A detailed description of DMMHA's verification of income/assets/expenses procedure is outlined in Section E. of this Policy.

Family must notify DMMHA, in writing, within ten (10) business days of enrolling in or no longer attending an educational institution either part-time or full-time.

Flat Rent Option

Families under the flat rent option will be re-examined annually for all items except income and assets. Income and assets will be re-examined not more than once every three years on the anniversary date of the lease.

Under the flat rent option, the family must allow the DMMHA to inspect the unit at least once annually.

B. Changes in Rent

Rent Increases

1. Income-based rents: Increases in rent shall be effective on the scheduled reexamination effective date, with thirty (30) days advance notice to the family, provided the family has complied with all reporting requirements. When the family has failed to attend interviews or to provide required information, the Housing Agency may increase the rent retroactive to the reexamination effective date or terminate the lease agreement. Retroactive charges shall not be made when delays are solely the fault of the DMMHA.
2. Earned Income Disallowance:
Under the following circumstances, DMMHA will not increase the family's rent for 12 months after the increase in income occurs:
 - a) If the increase in income is a result of new employment of a family member who was previously unemployed for one or more years.

or

b) If the increase in income is a result of earnings of a family member whose income increased during participation in a self-sufficiency or job training program.

or

c) If the increase in income is a result of earnings of a family member that is receiving or has received at least \$500 in welfare benefits in the past six months.

“Previously unemployed” includes a person who has earned, in twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

After the initial 12 month period, the rent increase will be phased-in as follows: Only 50% of the increase over prior income will be added to the family’s rent for the next 12 months; the remaining increase will be added the month following this 12 month period.

Limitations

The disallowance of increased income (including full disregard and 50% disregard of an individual family member) is limited to a lifetime 48 month period commencing the first time the individual is eligible for the benefit.

Earned income disallowance does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

Application

The Agency must receive written verification from a third party that the Agency accepts as a credible and reliable source, that the criteria for the disallowance has been met.

Only the increase over prior income (regardless of source of income) of that family member will be disregarded. Eligibility for disallowance begins on the date the eligible employment starts.

The full disregard will be applied during the first 12 months of eligibility. Should the family member report a change in income which makes them no longer eligible for the disregard, the disregard will be suspended as of the effective date of the re-certification. Time remaining on the disregard (full or 50%) will be tracked and reapplied, should the family member attain eligible employment again in the future. However, the family member will have only 48 cumulative months from initial eligibility to receive benefits under the earned income disallowance.

After the 48-month period, regardless of intermittent application of the disregard, there

will be no further eligibility of the family member for the disregard. (For example, if a qualified individual receives the disregard and subsequently ends employment, which ends eligibility for the disregard and later becomes eligible and resumes the disregard, eligibility can be no more than 48 months from the date of the initial eligibility.)

Rent Decreases

1. Decreases will be made effective on the first of the **month following the date of the reported change. The rent determination will not be completed until all of the verifications are received by the DMMHA.** following month after the change is reported and verified. (Rent decreases may be made retroactive if the changes were reported as required and delays were solely the fault of the DMMHA.) **The decrease will be made effective on the first day of the month following the reported change once verified by the DMMHA.**
2. **DMMHA will conduct an interim for loss or reduction of welfare benefits, however;** the family's rent will not be decreased if the income decrease is a result of loss or reduction in welfare benefits due to fraud or non-compliance with the welfare program's work requirements or participation in an economic self-sufficiency program. DMMHA requires documentation from the welfare agency explaining why the benefits were canceled or reduced.

C. Interim Reexaminations

1. Between annual reexaminations, households under the income-based rent option will be required to report to DMMHA in writing, within (ten) 10 days of the occurrence, any following changes:
 - a. Any change in household composition, including live-in attendant
 - b. Changes in source of family income
 - c. Decrease in household income
 - d. Any increase in family income of \$500 or more per month
 - e. Families without any household income will be required to update their files on a quarterly basis
 - f. Families currently paying the minimum rent will be required to update their files on a quarterly basis.
 - g. Families currently receiving a utility reimbursement will be required to update their files on a quarterly basis.
 - h. **Adult household members enroll in or is no longer attending an institution of higher education.**

Decreases in the Family's Rent will become effective on the first day of the

first month following the month in which the change was **reported.verified.**

Increases in the Family's Rent will become effective on the first day of the second month following the month in which the change is verified.

Interim re-examinations do not apply to households under the flat rent option. However, they are required to report changes in family composition or changes in the source of family income.

2. Tenants may report the following changes which would result in a decrease in the family's rent:
 - a. Decrease in income expected to last at least thirty (30) days; and
 - b. Increase in allowances or deductions.
3. Families participating in the Family Self-Sufficiency Program may be recertified upon written request given to their Housing Case Manager.
4. If a tenant is without household income, the DMMHA will reexamine income on a quarterly basis.

D. Family Income

1. Family income will include income of all family members. The family's income will be determined in accordance with HUD regulations 24CFR 5.609 (as amended). DMMHA will use current circumstance to anticipate a yearly projected income, unless verification forms indicate an imminent change. Family income will include, but is not limited to, all income or winnings which must be disclosed to the Internal Revenue Service.
2. The DMMHA will obtain third party verification of reported family annual income, the value of assets, expenses related to deductions from annual income and other factors that affect the determination of adjusted income, and will use the verified information in determining adjusted income. Written Verifications are valid 120 days from date received by the agency.
3. The DMMHA will properly attribute and calculate allowances for any medical, child care, and/or disability assistance expenses as described in HUD Regulation 24CFR 5.609 (as amended).
4. For the purpose of calculating the family's assets, DMMHA will use the year-to-date average balance on checking accounts, when available, and the current balance on savings accounts.

5. DMMHA will calculate “seasonal income” (i.e. employment at school systems – 9 months a year with the summer off) by averaging the total gross income from seasonal work over a 12 month period.
6. **DMMHA will calculate fluctuating hours and/or rates by using the monthly average of gross year to date earnings and projecting that number over a 12 month period.**
67. DMMHA defines sporadic income as income that is neither reliable nor periodic. For the purpose of calculating the tenant’s portion of the rent, DMMHA will consider income to be sporadic if it **does not exceed an average \$500 per month and does not demonstrate a pattern of occurrence.** For example, a temporary job assignment lasting only 10 days in a given year would be considered sporadic income and would not be considered in the calculation of the tenant’s portion of the rent.
78. DMMHA defines reasonable child care expenses as child care expenses that do not exceed the client’s current gross earned income. In the case of client’s currently under Earned Income Disregard (EID), the amount of child care expenses may not exceed the earned income that is applied towards the rent calculation.
89. DMMHA defines reasonable medical expenses as out-of-pocket medical expenses paid by the client that are not re-imbursed by insurance. These expenses include but are not limited to: medical insurance premiums, prescription drug expenses, food and veterinary costs for a service animal. Over the counter medicines/products may be included provided there is a doctor statement regarding the medical need for the medicine/product.
910. In the event that third party verifications are received late, DMMHA will calculate the annual income based on information provided by the family (pay stubs or written statements from employers). Upon receipt of the late third party verification, DMMHA will review the verification for accuracy. If the third party verification is significantly different than the information provided by the family, a recalculation of income will be completed.
11. **DMMHA considers in-kind gifts as income only when they are used by the client to pay rent and utilities and are NOT from a governmental source. In-kind Contributions and gifts to the household from persons or entities outside the household must be received by the client for two-consecutive months in order to be considered as income. This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions and/or gifts. In-kind Contributions and gifts will be verified through third party verification forms provided by DMMHA.**
12. DMMHA defines reasonable costs that may be deducted in determining the cash value of an asset as: Penalties for early withdrawal, broker fees, legal fees, and for real estate:

settlement costs, brokers fees, closing costs, and mortgage balance owed. **For real property that is owned by an applicant or participant, DMMHA will use actual conversion costs as listed previously if available. If not available because the real property has not been disposed of, DMMHA will use the assessed value of the property as market value and 7% of the assessed value as broker fees.**

13. DMMHA will consider assets sold for less than fair market value if the asset sold had a net worth of \$5,000 or more.
14. DMMHA will consider any income received from all student financial aid programs and institutions, to include but not limited to, athletic scholarships.

E. Verification of Income

1. Third party written verification, received directly from the information source via electronic means, computer matching (i.e. Upfront Income Verification System (UIV) (see Exhibit V) or some other reliable means will be accepted as the highest level of acceptable verification of income.

In the event that such verification is not available, DMMHA will accept the following:

- a. Document verification involving DMMHA review of documents provided directly by the applicant or tenant, preferably original copies, not photocopies.
 - b. Third party oral verification.
 - c. Family declaration or certification, notarized statement or signed affidavit from the family attesting to the accuracy of information. This form of verification will be used only in the event where all other forms of verification are impossible.
2. Obtaining documents from the tenant and photocopying is an acceptable form of verification when not prohibited by law. When such documents cannot be photocopied, DMMHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. The Agency may, in its sole discretion, obtain oral verifications from a credible and reliable third party source and properly document the file.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

F. Unreported Income

If upon recertification it is discovered by the Case Manager that the family failed to report income, a recoupment worksheet will be completed by the Case Manager. Any monies owed for the unreported income must be repaid. When the amount of under paid rent is less than \$1,000.00, the tenant will be given the opportunity to repay all monies owed to DMMHA in full within 60 calendar days. The family may not transfer until all

money owed is re-paid in full. Failure to make repayments within the 60 days will result in the termination of the lease.

The recoupment period will begin on the first day of the month following the month in which the income started.

If the family has more than one instance of unreported income, termination of the lease will occur.

If the amount of under paid rent is \$1,000.00 or more, termination of the lease will occur.

In instances where a family fails to report income changes when required, and reason exists to believe intentional fraud or misrepresentation, the case will be reviewed by the Occupancy & Program Enforcement Administrator. Appropriate action will be taken at the sole discretion of DMMHA, which could lead to termination of the lease without the opportunity to re-pay.

In instances where DMMHA verifies that the amount of unreported income results in an amount of \$3,000 or more in underpaid rent subsidy from the family, the DMMHA will refer the case to the Office of the Inspector General (OIG) as required by the U.S. Department of Housing and Urban Development. Additional information regarding DMMHA's commitment to protecting the integrity of the housing programs that are administered by the DMMHA and ensuring that benefits are received only by eligible families and participating owners in accordance with federal regulation can be found in DMMHA's Fraud Policy (Exhibit VII).

G. Participant Requests to View Files

Participants will be permitted to review the contents of their file maintained by DMMHA upon written request. Requests must be received a minimum of ten (10) days prior to the date they wish to review the file. DMMHA will request that the participant give a reason for the need to view the file. Requests for photocopies of information contained in the file will be billed according to the City of Des Moines fees for copy charges policy. A delay in requesting a file or copies of file documents will not be grounds for a continuance or reschedule of a hearing, informal review or trial date.

H. Changes in Household Composition

1. The family is required to report to the DMMHA, in writing, any change in household composition within ten (10) days of the occurrence.
2. A newborn child, an adopted child under eighteen (18) years old, or a child under eighteen (18) years old for whom custody has been awarded by a court to the Head of the Household or the spouse, shall be added to a tenant's Dwelling Lease.
3. Individuals 18 years of age or over may only be added to the tenant's dwelling lease after that

person has provided the required information to the Housing Agency and been determined eligible for admission according to the guidelines specified in Section IV of this Policy. The Housing Agency has the right to deny admission to any person found to be ineligible.

4. A tenant must provide documentation as required by the Housing Agency when reporting that a family member has vacated the household. DMMHA will require at least two (2) documents verifying the new address of the departing family member or other evidence deemed acceptable by the DMMHA. Utility bills, a driver's license, an automobile registration, an employer's verification, or a Dwelling Lease or a rent receipt bearing the family member's name, new address and a date, are examples of evidence. Court papers indicating that a family member has left the household, such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation, may also be acceptable.
5. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition, **may request a transfer and will** be placed on the master transfer list effective the date the transfer request is approved. A tenant reporting a decrease in household size which changes the unit size for which the family is eligible, will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination. The DMMHA's HUD approved disposition application may impact the availability of units to be offered to current tenants who have requested a unit transfer due to changes in family composition or other reasons.
6. Some tenants who would not otherwise be able to fully discharge the responsibilities of occupancy may be able to do so with the assistance of a live-in aide residing in the unit. Participants requesting a live-in aide as a reasonable accommodation must provide a statement, from a professional with direct knowledge, certifying that the live-in aide is a medical necessity and that the aide is necessary. **for 24 hour exclusive care of the participant.**

When a tenant can provide written documentation to the satisfaction of the Housing Agency that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested, and be reviewed by housing staff for eligibility under the Eligibility Criteria of this Policy. DMMHA requires a minimum of 10 (ten) days written notice for processing such requests. If the DMMHA determines an individual proposed as a live-in aide to be ineligible, the tenant may propose an alternate live-in aide for screening or may appeal the DMMHA's determination as provided in the Informal Review Procedure.
2. Unit Size Consideration. The tenant and the live-in aide may each be allocated a separate bedroom. **Family of the live-in aide will not be allocated additional bedrooms.**
3. The primary tenant or head of household is responsible for all acts of all household

members with respect to the requirements of the Dwelling Lease and other Program requirements. Any violation of Dwelling Lease or Program provisions by the live-in aide may be cause for eviction of the entire household.

4. The live-in aide shall not have rights to continue in occupancy as a remaining member of a household.

I. Family Break Up

1. In the case of a divorce, legal separation or other family break-up, DMMHA in its sole discretion, will determine which family member(s) will remain on the public housing lease.
2. Adult members of the household as listed on the Lease are required to contact DMMHA in writing if a family member (victim) is forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household. The family member forced to leave the unit due to actual or threatened physical violence (victim) must provide documentation including a no contact order or restraining order in addition to documentation from Police Department, public or private facility that provides counseling on domestic violence, Social Service Agency, Physician or Clergyman. The family member receiving the assistance in this instance will be required to sign a statement that the individual who engaged in the violent activity will not reside in the subsidized unit

In such cases, a new lease will be executed with the remaining adult household members. The remaining household members may be allowed to reside in the current unit, in accordance with our **subsidy occupancy** standards policy .

3. In the case of domestic violence, the adult member of the household who is the victim of actual or threatened physical violence, or has custody of a minor child who has been the victim of actual or threatened physical violence by a spouse or other member of the household may be eligible to remain in the Public Housing unit provided that they are in good standing with DMMHA and claim victim status under the Violence Against Women Act of 2005. In such cases, a new lease will be executed with the remaining household. The remaining household may be allowed to reside in the current unit, in accordance with our **subsidy occupancy** standards policy .

The Violence Against Women Act of 2005 provides protections for persons that are victims of domestic violence, dating violence or stalking. The Act covers all victims of domestic violence, dating violence or stalking and is not gender specific.

DMMHA will inform tenants of their right to claim victim status under the Act by certifying that they are a victim of domestic violence, dating violence or stalking.

The certification must include but is not limited to:

- The tenant notifying DMMHA in writing of victim status within fourteen (14) days of the violent activity that caused the need for a family break up.
- The domestic violence, dating violence or stalking must be directly related to the reason for the family break up.
- Tenants must complete the HUD approved certification form to certify victim status.
- Supporting documentation verifying the dates and relation to the reason for the family break up.
- Determination of the sufficiency of the verifications is the sole discretion of DMMHA.

The DMMHA will comply with the confidentiality requirements of the Violence Against Women Act of 2005.

J. Visitors

Provided the tenant gives the DMMHA prior written notification, including the beginning and ending date of the visit, they will be allowed to have overnight visitors for a period of up to fourteen (14) days within a 12-month period. The tenant must provide visitor's name, date of birth, and social security number so that DMMHA can check if the visitor is currently on any sex offender list. Under extenuating circumstances, this fourteen (14) day time period may be extended by the DMMHA upon prior request by the tenant. Written permission must be obtained from the Housing Agency for any deviation from the occupancy standards listed in this Policy. Violations of this Policy are grounds for eviction.

K. Use of Unit Address

Public Housing residents shall not allow any person who is not an authorized member of the household, to use the assisted unit address for receipt of mail, or for any other purpose without prior written permission of the Agency. Violations of this Policy are grounds for eviction.

Public Housing tenants shall not use a Post Office Box as a mailing address for DMMHA correspondence while residing in the Public Housing unit.

L. Abandonment of the Unit

The Housing Agency will comply with Iowa state law in terms of posting notice of intent to declare a unit abandoned, taking possession of the unit, and the timing and method of disposal of items left in the abandoned unit. Any tenant possessions that remain in the abandoned unit ten (10) days after the Agency has posted an abandonment notice may be removed from the property and given to a charitable institution or disposed of by DMMHA.

M. Change of Head of Household

The Head of Household may make a written request to the DMMHA to withdraw the current head of household and place another current family member in the Head of Household position. This does not apply when there is no change in current family composition.

N. **Absence from the Unit**

The family may not be absent from the unit for a period of more than 180 consecutive calendar days. Absence of this length may result in DMMHA issuing a Notice of Lease Termination.

XII. **UNIT TRANSFERS**

A. Transfer Policy

DMMHA will make reassignments or transfers to other dwelling units as follows:

1. DMMHA will not transfer tenants of a public housing unit to another public housing unit of equal size except for alleviating hardships and/or for medical reasons, as determined by DMMHA.
2. DMMHA may, in its sole discretion, initiate transfers to: **1) conform with occupancy standards, 2) if the tenant's current unit is deemed uninhabitable by the Maintenance Supervisor, 3) or to comply with the DMMHA's HUD approved disposition application.** Such transfers will take precedence over new admissions.
 - a. DMMHA will transfer families in under-occupied units to a smaller unit at the first available opportunity. DMMHA may waive this provision to avoid a vacancy problem, to maintain full occupancy, or to prevent an undue hardship to the family.
 - b. **DMMHA will transfer families in units over-occupied per the occupancy standards to a larger unit at the first available opportunity. The DMMHA's HUD approved disposition application may impact the availability of units to be offered to current tenants.**
 - b c. DMMHA will transfer families occupying units with special accessibility features, if those features are not required by current tenants and there is an eligible family on the program or on the waiting list who requires and has requested such features.
 - c d. DMMHA will provide at least a thirty (30) day written notice of the transfer and will inform the family of its right to a grievance hearing.

3. DMMHA will consider written tenant-requested transfers. Transfer requests must be made in writing and must include the reason for the request. Such requests will be reviewed and approval will be contingent upon the availability of units, with priority being given to tenants making the request as a reasonable accommodation due to a disability. If approved, the transfer will be placed on transfer list as of the date of the transfer request. DMMHA will observe the following criteria when considering tenant-requested transfers:

- a. Length of Residency - The tenant family must have resided in the current unit for at least one (1) year to be eligible for a transfer.
- b. Rent Payments History - During the Dwelling Lease period, the family history of rent payment must include no record of delinquency for the past six (6) months and no more than four (4) 14-Day Notices for delinquent rent in two (2) years.

The Occupancy and Program Enforcement Administrator may give approval, even with Notices of delinquency, if the family maintained ongoing communication with the Housing Case Manager of problems, continued to make payments on other charges, and has otherwise been a good tenant.

- c. Utility Payment History - There is no history of delinquent notices from utility companies within the past 6 months. The family must be able to demonstrate that utilities may be transferred under the current name on the account.
- d. Inspection and Maintenance History - The history of DMMHA inspection reports and maintenance calls to the residence show good care and minimal damages to the unit and any charges were paid in a timely manner. If the annual inspection has not been performed within 3 months, DMMHA will make a special inspection home visit to evaluate tenant care of the unit. All transfers will require an inspection prior to approval of the transfer.
- e. Other Issues - The tenant shall not have a history of drug-related criminal activity or other criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of others.

The tenant shall have maintained their unit in a decent, safe and sanitary manner as required by Federal Regulations and applicable state and local law.

The tenant shall have a record relatively free of complaints from, and serious confrontations with, neighbors, staff, or others arising primarily from the activities of the tenant.

The tenant shall have a good record of yard maintenance such as mowing and watering the grass, raking leaves, shoveling drives and walks. The tenant shall have a history of keeping the exterior areas of the property free from trash and debris, improperly parked vehicles, etc.

The tenant shall have a history of compliance with the Dwelling Lease and all DMMHA policies.

The tenant shall have a history of working positively to resolve issues and concerns when brought to their attention.

4. The tenant shall be responsible to pay all costs of moving including payment of a transfer charge, new deposits, and moving costs.

The tenant is responsible for paying a separate security deposit on the new unit. Security deposits from the previous unit will be handled in accordance with State law.

5. Exceptions - DMMHA can make exceptions to the above criteria. DMMHA will make decisions on a case by case basis for good cause and will give special consideration to medical issues or other life threatening situations.
6. DMMHA will offer one unit to a transferring family. If it is a DMMHA initiated transfer and the tenant refuses the unit offered, DMMHA may terminate the tenant's current Dwelling Lease.

B. Offer of Unit/Refusal of Offer

1. A tenant that has received a formal transfer offer is given seven (7) calendar days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) calendar days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) calendar days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate Housing Agency office.
2. If the tenant refuses a unit offer, the tenant's Dwelling Lease may be terminated in accordance with the Dwelling Lease. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

XIII. COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT

All public adult public housing residents must comply with the Community Service and Self-Sufficiency requirements as set forth under 24 CFR 960.600 through 960.609 (as amended), to remain eligible for the Public Housing Program. Residents not determined to be exempt, will be

required to perform community service, an economic self-sufficiency activity or some combination of both for at least 8 hours each month, and all requirements including reporting requirements.

All adult residents, regardless of exemption status, in public housing must sign a Community Service Lease Addendum. Failure to sign the Community Service Lease Addendum is a program violation and is grounds for lease termination and eviction.

Residents required to perform community service must find their own community service or self-sufficiency activity. All community service and/or self-sufficiency activities must be approved by DMMHA prior to the resident performing the activity in order to receive credit for having performed the service.

The following are prohibited activities for the purposes of the community service requirement:

- 1) Employment (paid wages)
- 2) Political Activities
- 3) Work ordinarily performed by Public Housing Agency employees
- 4) Activities that replace a regular paid position

Compliance with the community service requirement, including reporting requirements will be monitored by DMMHA staff and failure to comply is grounds for termination of participation in the Public Housing Program and for termination of the Tenant Dwelling Lease.

Following is the criteria for exemption status:

- 1) Anyone 62 years old or older
- 2) Anyone who is a blind or disabled individual who certifies that because of this disability they are unable to comply with the community service provisions or a primary caretaker of such individual
- 3) Anyone who is engaged in one of the following work activities:

Employment of at least 25 hours per week

Work experience

On-the-job-training

Job-search and job-readiness assistance

Community Service Programs

Vocational educational training

Job-skills training

Currently attending school

Providing childcare for an individual participating in a community service program

- i. Anyone who meets the requirements for being exempted from having to engage in a work activity under part A of Title IV of the Social Security Act or any welfare program of the State of Iowa (Example:

TANF), including a welfare-to-work program.

- ii. Anyone who is a member of a family receiving assistance, benefits or services under part A of Title IV of the Social Security Act or any welfare program of the State of Iowa (Example: TANF), including a welfare-to-work program, and have not been found to be in non-compliance with such a program

Residents claiming exemption status under one of the above criteria must provide documentation acceptable to DMMHA, who in its sole discretion will determine exemption status. Those determined exempt by DMMHA must send written notice to the DMMHA, within 10 days of the date that they no longer meet one of the above criteria. Residents who no longer meet exemption criteria will be required to perform community service and/or economic self-sufficiency activities as required the federal regulations. Exemption status will be re-verified annually at the family's re-certification appointment.

Compliance with this service requirement will be reviewed at the family's re-certification appointment. Failure to comply with this service requirement is grounds for lease non-renewal.

XIV. TERMINATIONS

The DMMHA will only evict tenants by initiation of appropriate judicial proceedings.

A. Grounds for Termination

The Housing Agency may terminate the Dwelling Lease for serious or repeated violations of the terms of the Dwelling Lease

Examples of reasons for termination, as specifically set forth in the dwelling lease agreement include, but are not limited to:

1. Non-payment of rent.
2. A pattern of late-payment of rent.
3. Failure to pay other service or maintenance charges.
4. Failure to fulfill tenant obligations set forth in the Dwelling Lease, Drug-Free Housing Addendum, Community Service Addendum, or other applicable rules and regulations.

The Housing Agency may also terminate the dwelling lease agreement for other good cause including, but not limited to:

1. Violations of the Annual Family Obligation Agreement.

2. A family history of disturbance to neighbors, destruction of property, or habits which result in damage to the unit or complex.
3. Failure to maintain the unit in a decent, safe and sanitary condition, and/or creating physical or health hazards.
4. Drug-related criminal activity by any family member and/or guests on or off the premises.
5. Criminal activity by family members.
6. Abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants.
7. Abandonment of the unit.
8. Failure of the family member(s) to use the dwelling unit as their principal residence.
9. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the DMMHA's Occupancy Standards.
10. If the family has breached the Occupancy Rules – willful or repeated violations by family members or guests.
11. If the family fails to comply with the Pet Policy - Tenant Agreement
12. If the family allows any person, who is not an authorized member of the household, to reside in or use the unit address for receipt of mail or for any other purpose, without the prior written permission of the Agency.

In the event that the DMMHA becomes aware of a possible unauthorized person, the following investigative actions may be conducted by the DMMHA:

1. Complete a U.S. Postal Service Verification
2. Order arrest history, trip reports and/or case reports from local law enforcement Agency.

In the event that DMMHA is made aware that the reason for the lease violation resulted from domestic violence, the following considerations may be given in accordance with the Violence Against Women Act of 2005:

The Violence Against Women Act of 2005 provides protections for persons that are victims of

domestic violence, dating violence or stalking. The Act covers all victims of domestic violence, dating violence or stalking and is not gender specific.

The Act states that PHA's can not evict tenants simply because they are, or have been, victims of domestic violence, dating violence or stalking. Therefore, the DMMHA will inform tenants of their right to dispute a notice of lease violation and/or eviction action by certifying that they are a victim of domestic violence, dating violence or stalking.

The certification must include but is not limited to:

- The tenant notifying DMMHA in writing of victim status within fourteen (14) days of the notification of lease violation and/or eviction action.
- The incident must have occurred within thirty (30) days of notification of a lease violation and/or eviction action.
- The domestic violence, dating violence or stalking must be directly related to the reason for the lease violation and/or eviction action.
- Tenants must complete the DMMHA certification form to certify victim status.
- Supporting documentation verifying the dates and relation to the reason for the lease violation and/or eviction action will be required.
- Determination of the sufficiency of the verifications is the sole discretion of DMMHA.

If the verifications and certification are acceptable to the DMMHA, the DMMHA will withdraw the notice of lease violation and/or eviction action for the tenant qualifying as the victim.

If the verifications and certifications are not acceptable, or not submitted to DMMHA within the specified time frame, the DMMHA will continue with the notice of lease violation and/or eviction action.

The DMMHA will comply with the confidentiality requirements of the Violence Against Women Act of 2005.

B. Termination Notices

1. The tenant must give a written notice to the Housing Agency of at least thirty (30) days of intent to terminate the Dwelling Lease.
2. If the Housing Agency terminates the Dwelling Lease, written notice must be given to an adult member of the household as follows:
 - a. If the tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the DMMHA staff, or other persons on or within one thousand feet of the Housing Agency's property, the Housing Agency after a single three (3) days written notice of termination and notice to quit, may file suit against the tenant for recovery of possession of the

premises. Drug-related and criminal activity constitutes a threat to the health and safety of other tenants and to the health and safety of employees of the Housing Agency

The petition shall state the incident(s) giving rise to the notice of termination and notice to quit. The tenant shall be given the opportunity to contest the termination in the court proceedings by notice thereof at least three (3) days prior to the hearing.

- b. In the case of failure to pay rent or other material noncompliance with the rental agreement, notice of the DMMHA's intention to terminate the Dwelling Lease in fourteen (14) days, unless all amounts due under the Dwelling Lease have been paid and/or breach is remedied before that date.
 - c. Written notice of at least thirty (30) days prior to termination shall be provided in all other cases.
3. Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as the tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, Housing Agency documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with Housing Agency's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved.) A delay in requesting a file or copies of file documents will not be grounds for a continuance or reschedule of a hearing or a trial date.

C. Written Record

Written records documenting eviction actions shall be maintained by the Housing Agency and shall contain all of the following information:

1. Name of tenant and identification of unit occupied.
2. Copies of the Termination Notice and any subsequent correspondence or notices.
3. Specific reason(s) for eviction. For example, if a tenant is being evicted for drug-related criminal activity, the record shall detail the actions for which the eviction has been instituted.
4. Responses or answers, if any, received from the tenant.
5. Date and method of notifying tenant of reasons and showing a summary of any

meeting(s) with the tenant, including the names of meeting participants.

6. Dated and signed records of the minutes of any hearing held.
7. Date and description of the final action taken.

D. No Trespass Policy

1. As a landlord, the Des Moines Municipal Housing Agency (DMMHA) reserves the right to deny access to and/or to remove from its property any person who is not listed on the Dwelling Lease as an occupant.
2. All former tenants who were evicted or whose Lease Agreement was terminated due to criminal activity or drug related activity are prohibited from returning to DMMHA property.
 - a) When DMMHA evicts or terminates a tenant for criminal activity, DMMHA will notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

3. All former tenants who were evicted or whose Lease Agreement was terminated to due lease violations that do not involve criminal activity or drug related criminal activity are prohibited from returning to DMMHA property for a period of 24 months from the date of termination or eviction. After the 24 month timeframe, the tenant's name may at the sole discretion of DMMHA be removed from the no trespass list. The seriousness of past violations will be considered by DMMHA.

XV. MISREPRESENTATION

The tenant shall be notified in writing if the Housing Agency finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

XVI. GRIEVANCE PROCEDURE - ADMINISTRATIVE HEARING

This Grievance Procedure sets forth the requirements, standards and criteria used by the DMMHA to assure tenants are afforded an opportunity for an Administrative Hearing if the tenant disputes within four (4) business days after DMMHA mails the notification of the decision of any DMMHA action or failure to act involving the tenant's Dwelling Lease with the DMMHA, or DMMHA regulations which adversely affect the individual tenant's rights, duties, welfare, or status.

A. Not Applicable

1. The DMMHA Grievance Procedure shall not be applicable to disputes between tenants not involving the DMMHA or to class grievances.
2. This Grievance Procedure is not intended, nor shall be used for, initiating or negotiating policy changes between a group or groups of tenants and the DMMHA's Director or Public Housing Board or City Council.
3. This Grievance Procedure does not apply to termination of tenancy or evictions that involve:
 - a. Any activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the DMMHA to include any criminal activity.
 - b. Drug-related criminal activity that occurs on or off the DMMHA premises.
 - c. Violent criminal activity that occurs on or off the DMMHA premises.
 - d. Any criminal activity that resulted in a felony conviction of a household member.

HUD has determined that Iowa is a “due process” state and that the DMMHA may exclude the above categories from the Grievance Procedure.

4. Upon any termination of tenancy or eviction referenced in paragraph 3 above, the tenant will be given the right to a full “due process” hearing in the appropriate judicial proceeding.

B. General Procedures

1. If the Supervisor is unable to reach the tenant/participant or if the grieving party does not request an Administrative Hearing in accordance with these procedures, the DMMHA's disposition of the 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

DMMHA's action in disposing of the complaint in an appropriate judicial proceeding.

C. Procedures to Obtain an Administrative Hearing

1. The complainant shall submit a written request for an Administrative Hearing to the DMMHA administrative office within four (4) business days after DMMHA mails the notification of the decision of the action of the DMMHA citing:

- a. The reasons the tenant is disputing the DMMHA actions; and
- b. The action or relief the tenant is requesting.

2. Upon receipt of a written request for an informal hearing, the Program Supervisor or his/her designee will make at least two attempts to contact the participant and discuss the reason for the Agency's action.

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant/participant and one copy retained in the Agency's tenant/participant's file. The summary shall specify the names of the tenants/participants, the date of the discussion, the nature of the disposition and the reasons therefore.

If the grievance has not been resolved to the satisfaction of both parties, the summary will advise the tenant/participant that a hearing will be scheduled and that a notification of the hearing date will be sent to the tenant/participant within one week, specifying the time, place and the procedures governing the Administrative Hearing shall be delivered to the complainant and the appropriate DMMHA staff.

- a. The Administrative Hearing Officer shall be an impartial, disinterested person selected by the DMMHA.

3. At the Administrative Hearing both parties (DMMHA and tenant) will discuss the grievance. Both parties will have the opportunity to present any and all information regarding the grievance and support their position regarding the action taken by the DMMHA.

4. Failure to appear for a scheduled Administrative Hearing constitutes a waiver of the tenants rights to an Administrative Hearing. This does not limit the tenants right to a full "due process" hearing in an appropriate judicial proceeding.

D. Procedures Governing the Administrative Hearing

1. The Administrative Hearing shall be held before the Administrative Hearing officer.

2. The complainant shall be afforded the opportunity to:

- a. Examine before the Administrative Hearing, and at the expense of the complainant, to copy all documents, records and regulations of the DMMHA that are relevant to the Hearing. Any documents requested by the tenant, but not made available by the DMMHA to the complainant, may not be relied on by the DMMHA.
 - b. The right to be represented by counsel or other person.
 - c. The right to a private Hearing unless a public hearing is requested.
 - d. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the DMMHA, and to confront and cross-examine all witnesses on whose testimony or information the DMMHA relies.
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The Administrative Hearing Officer may render a decision without proceeding with the hearing if the Administrative Hearing Officer determines that an identical or similar issue has been previously decided in another proceeding.
 4. If the complainant or the DMMHA fails to appear at the scheduled Hearing, the Administrative Hearing Officer may make a determination to postpone the Hearing for a period not to exceed four (4) business days, or may make a determination that the party has waived his/her right to a Hearing. Both the DMMHA and the complainant shall be notified of the determination provided that, if a complainant has waived his/her right to a Hearing, this shall not constitute a waiver of any right the complainant may have to contest the DMMHA's disposition in an appropriate judicial proceeding.
 5. At the Hearing the complainant must first demonstrate he/she is entitled to the relief sought and thereafter the DMMHA must justify the action or failure to act in the matter against which the grievance is directed.
 6. The Hearing shall be conducted informally by the Administrative Hearing Officer and both oral and documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Administrative Hearing Officer shall require the DMMHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with this procedure may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought.

E. Decision of the Administrative Hearing Officer

1. The Administrative Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the Hearing. A copy of the decision shall be sent to the complainant and the DMMHA. The DMMHA shall retain a copy of the decision in the tenant's file. A copy of this decision shall be maintained on file by the DMMHA and made available for inspection by the complainant, his representative or the Administrative Hearing Officer.
2. The decision of the Administrative Hearing Officer shall be binding on the DMMHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the City Council determines within a reasonable time and promptly notifies the complainant of its determination, that:
 - a. The grievance does not concern DMMHA action or failure to act in accordance with or involving the complainants Dwelling Lease or DMMHA regulations, which adversely affect the complainants rights, duties, welfare or status, or
 - b. The decision of the Administrative Hearing Officer is contrary to applicable Federal, State or local law or HUD regulations or requirements of the Annual Contributions Contract between HUD and DMMHA.
3. A decision by the Administrative Hearing Officer, or City Council in favor of the DMMHA 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 de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

F. DMMHA Eviction Actions

If a tenant has requested a Hearing in accordance with these procedures on a complaint involving a DMMHA notice of termination of the tenancy, and the Administrative Hearing Officer upholds the DMMHA's action to terminate the tenancy, the DMMHA shall not commence an eviction action in a State or local court until DMMHA has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued before the decision of the Administrative Hearing Officer has been mailed, or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees incurred by him/her during judicial proceedings.

XVII. PET POLICY - TENANT AGREEMENT

Tenants may own and keep common household pets in DMMHA owned and/or operated units. A common household pet is defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes (with the

exception of turtles DMMHA does not allow reptiles to be kept in leased units). For the purposes of this section, service/companion animals will not be considered pets. Tenants requiring service/companion animals will be required to provide prior written notification to the Agency of the service animal and must provide documentation acceptable to the DMMHA that the animal is one whose primary purpose is to provide assistance/therapy to the resident due to a disability. Current City license and rabies and distemper inoculations are required for all common household pets and service/companion animals.

The following process shall be followed by the tenant to obtain permission to house a pet on the leased premises:

A. WRITTEN NOTIFICATION

Prior to housing any pet/animal on the premises, the resident shall notify the DMMHA of his/her intent to bring an animal into the leased unit. The written notification must include a description of the pet / animal which includes type, breed, and adult weight.

B. SIGNING OF DOCUMENTS

1. Upon receipt of the written notification that includes a description of an approvable pet / animal, the DMMHA will send to the tenant a letter setting an appointment to sign this pet policy.
 - A) If the description of the pet / animal indicates that the animal would not meet this policy, the DMMHA will send to the tenant a letter denying the ability to have the described pet / animal.
2. The tenant must bring to the appointment the following items:
 - A) Proof of a current license issued by the City of Des Moines (For cats and dogs only.)
 - B) Evidence that all dogs and/or cats have been spayed or neutered.
 - C) Evidence that the pet/animal has received current rabies and distemper inoculations or boosters if the animal is required to receive such treatment by city ordinances. (This information must be updated annually).
 - D) If the tenant is requesting a service/companion animal, the written notification must be accompanied by all of the above information as well as documentation that the animal is one whose primary purpose is to provide assistance/therapy to the resident due to a disability.
3. The tenant will receive full written permission from DMMHA only after all of the items required by the tenant are submitted.

C. RULES

All tenants with a pet shall comply with the following rules:

1. The tenant must pay a \$200 refundable pet deposit within thirty (30) days of receiving a notice of the charge to the tenant account from DMMHA. This pet deposit does not apply to service/companion animals.
 - A) If the tenant is a new move in to the property, the pet deposit is to be paid in full prior to receiving possession of the property.
 - B) In the case of fish aquariums, the pet deposit is \$100.00.
 - C) Fish bowls do not require a deposit, but do require the tenant to sign this pet policy. Fish bowls are defined as containers that hold less than one gallon of water. One fish bowl per household is allowed.
2. If the pet dies or is removed during tenancy, the tenant may request the DMMHA to conduct a walk through of the unit to determine any pet damages and receive a refund of the pet deposit minus any damage charges per the schedule of damages within thirty (30) days of the request.
3. The weight of the dog or cat may not exceed 30 pounds (adult size).
4. Fish aquariums are not to exceed a size of 10 gallons.
5. Only one pet/aquarium per household is permitted. (In the case of birds, a pair would be permitted).
6. Dogs and cats must be licensed yearly with the City of Des Moines (Office of the City Clerk) and tenants must show proof of annual rabies and distemper booster inoculations at the tenant's annual re-certification appointment.
7. Vicious and/or intimidating animals will not be allowed.
8. All dogs and cats must be spayed or neutered.
9. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
 - a. Animals of any type are not permitted in Community rooms, common areas or office areas. (This does not apply to service animals)
 - b. Animals are not permitted to be transported in any DMMHA vehicle. (This does not apply to service animals)
10. When taken outside the unit, animals must be kept on a leash and controlled by an adult at all times.
11. Birds must be confined to a cage at all times.
12. Tenants shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of

other tenants. The terms "disturb, interfere and diminish" shall include, but not be limited to, barking, howling, chirping, biting, scratching, and other similar activities.

13. Complaints of disturbances of this nature shall constitute a violation of lease and may result in the revocation of the pet permit, termination of the Dwelling Lease agreement, or both.
14. Tenants must provide litter boxes for animal waste, which must be kept in the dwelling unit. Tenants shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. When disposing of litter box waste, tenant shall place waste in a bag, tie the bag, and place the bag in an appropriate garbage container.
15. Tenants are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in an appropriate garbage container.
16. Tenants shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
17. If pets are left unattended for a period of twenty-four (24) hours or more, the DMMHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Iowa state law and pertinent local ordinances. The DMMHA accepts no responsibility for the animal under such circumstances.
18. Tenants shall not alter their unit, patio or unit area, including yard, in order to create an enclosure for any pet. No animal may be housed outdoors at anytime.
19. Tenants are responsible for all damages caused by their pets, including the cost of cleaning of carpets and draperies and/or fumigation of units.
20. Tenants are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the DMMHA and is a violation of the Dwelling Lease.
21. If any pet housed in a DMMHA facility gives birth to a litter, the tenant must remove from the premises all of said pets except the licensed pet.
22. Tenant pet owners are solely responsible for the safety and health of their pet during those scheduled occasions when the dwelling units in the facility are being treated for pests. The DMMHA shall not be liable for the ill health or death of a pet as a result of the periodic pest treatment.
23. In the event of the death of a pet, the tenant shall immediately remove and properly dispose of the remains. The remains shall not be placed in any container inside a DMMHA facility or in a container on DMMHA grounds. Remains may not be buried on DMMHA property.

24. Tenants must identify in writing the name, address, and phone number of an alternate custodian for pets in the event of tenant illness or other absence from the dwelling unit. The identification of an alternate custodian must occur at the time the pet policy is signed by the tenant.

25. Tenants are responsible to have all pets restrained or caged during an inspection of their dwelling unit or when maintenance is being performed by DMMHA or an assigned contractor.

26. Pets may not be tied to any fixed object anywhere outside Resident's unit.

27. Pets must be fed inside the unit. Pet food or water may not be left outside unit at any time.

D. The privilege of maintaining a pet in a facility owned and/or operated by the DMMHA shall be subject to the rules set forth in paragraph C above. This privilege may be revoked at any time subject to the DMMHA Administrative Grievance Procedure if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation.

E. Should a breach of the rules set forth in paragraph C above occur, the DMMHA may also exercise any remedy available under local, state or Federal law.

F. If a new pet is requested, a new pet policy will be required to be executed.

G. Residents may keep only the pet described below, with no substitution or addition of other pets without the prior consent of DMMHA. Fish are not covered under this rule and may be replaced without notification to DMMHA, however, only one 10 gallon tank is allowed in the unit.

FOR DOGS and CATS:

Pet's name: _____

Breed: _____

Color & weight: _____

FOR ALL OTHER PETS:

Pet's name: _____

Type of pet: _____

Color & weight: _____

Designated **local** alternate pet custodian is:

Name: _____

Address: _____ **(No P.O. Box)**

Telephone number: _____

Relationship: _____

In consideration for the DMMHA allowing me to have a pet, I have received, read and understand the above Policy provisions regarding the keeping of pets and agree to abide by each of these provisions. I understand the requirements for and agree to provide DMMHA copies of those documents described in the Pet Policy.

Tenant Signature

Date

Tenant's name: _____

Tenant's Address: _____

Tenant's telephone number: _____

DMMHA Signature

Date

XVIII. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

This Admissions and Continued Occupancy Policy must be publicly posted in a conspicuous location in the Administrative offices and must be furnished to applicants and tenants upon request.

B. Revisions

This document may be modified by the Housing Agency provided that the Housing Agency shall give at least a thirty (30) day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written

comments which shall be taken into consideration by the Housing Agency prior to the proposed modification becoming effective. A copy of such notice shall be:

- a. Delivered directly or mailed to each tenant; or
- b. Posted in a conspicuous place at the Administrative offices.

XIX. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION

The provisions of this Admissions and Continued Occupancy Policy are based upon local, state and Federal law and regulation. Should any applicable law or regulation change, this plan will be deemed to be automatically revised. To the extent that the change is mandatory (allowing no Housing Agency discretion), the text of the plan will be revised without requirement for administrative processing. By approving this provision, the Public Housing Board and City Council understands that they are approving future automatic revisions responding to mandatory regulatory changes. This Admissions and Continued Occupancy Policy shall at all times be interpreted so as to be consistent with all Federal, state and local laws.

AMENDED AND APPROVED by the Public Housing Board this 22nd day of March, 2000.

AMENDED AND APPROVED by the City Council this 3rd day of April, 2000.

AGENCY PLAN APPROVED by HUD this 22nd day of August, 2000.

AMENDED AND APPROVED by the Public Housing Board this 21st day of March, 2001.

AMENDED AND APPROVED by the City Council this 2nd day of April, 2001.

AGENCY PLAN APPROVED by HUD this 14th day of August, 2001.

AMENDED AND APPROVED by the Public Housing Board this 20th day of March, 2002.

AMENDED AND APPROVED by the Governing Board this 8th day of April, 2002.

AGENCY PLAN APPROVED by HUD this 28th day of June, 2002.

AMENDED AND APPROVED by the Governing Board this 7th day of April, 2003.

AGENCY PLAN APPROVED by HUD this 13th day of June, 2003.

AMENDED AND APPROVED by the Governing Board this 4th day of April, 2004.

AGENCY PLAN APPROVED by HUD this 10th day of June, 2004.

AGENCY PLAN APPROVED BY HUD this 28th day of March, 2005.

AGENCY PLAN APPROVED by HUD this 29th day of June, 2006.

AGENCY PLAN APPROVED by HUD this 26th day of March, 2007.

AGENCY PLAN APPROVED by HUD this 11th day of June, 2008.