

Exhibit "A"

P2

MIAMIBEACH

**Affordable Housing Program**  
**Operations & Management Manual**  
Updated April 2020

Tenancy Manual

Administered by the Office of Housing & Community Development

## **Forward**

The Office of Housing & Community Development is tasked with managing the City of Miami Beach's Affordable Housing Program, encompassing those residential, multi-household buildings receiving US Department of Housing and Urban Development (HUD) subsidy.

These properties include:

- London House Apartments
- Lottie Apartments
- Madeleine Village Apartments
- Neptune Apartments
- Coral Apartments

For more information about these properties, please contact:

Office of Housing & Community Services  
555 – 17<sup>th</sup> Street  
Miami Beach, Florida 33139  
Telephone: 305-673-7260  
E-mail: [housing@miamibeachfl.gov](mailto:housing@miamibeachfl.gov)

# MIAMIBEACH

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**Mission Statement:** *The City of Miami Beach is committed to providing excellent public services and safety to all who live, work and play in our vibrant, tropical historic community.*

## **I. Program Administration**

### **A. Purpose of the Operations & Tenancy Manual**

This Operations & Tenancy Manual (Manual) provides the parameters for the operations, maintenance and tenancy of those properties administered within the City's Affordable Housing Program. The Manual shall be available for public review during regular office hours Monday through Friday at the Office of Housing & Community Services located at 555 – 17<sup>th</sup> Street, Miami Beach, Florida as well as online at [www.miamibeachfl.gov](http://www.miamibeachfl.gov).

The purpose of this Manual is to establish written processes in accordance with United States Department of Housing and Urban Development (HUD) regulations and in regards to matters not covered under the HUD regulations, but left to local discretion. The regulations that govern these programs are documented in Title 24 of the Code of Federal Regulations (CFR) and other applicable regulations promulgated by the HUD.

### **B. Office of Housing & Community Services (HCS)**

The City of Miami Beach, a municipality within Miami-Dade County (County), a political subdivision of the State of Florida, is the local governmental entity responsible for affordable housing programs including, but not limited to, federally-assisted housing programs, which are administered through the City's Office of Housing & Community Services (HCS). Although HCS has responsibility for all day-to-day operations of its affordable housing programs, any revisions to this manual after its adoption, requires approval from the City's Mayor & City Commission and/or City Manager or his designee.

Administration of the Affordable Housing Program shall comply with all applicable Federal, State and local law, program handbooks, and policies promulgated by HUD, and other federal laws including, but not limited to: the United States Housing Act of 1937, as amended; the Fair Housing Act, as amended; the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Section 3 of the Housing and Urban Development Act of 1968, as amended.

For more information on the HUD laws, regulations and regulations, please visit [www.hud.gov](http://www.hud.gov)

### **C. Fraud and Crime Control Program**

HCS investigates allegations of fraud and illegal activity committed by housing program applicants and residents, including household members on the lease. Incidents of fraud or illegal activity should be reported to HCS by calling 305-673-7260 or online via the City's eGov portal.

HCS proactively seeks to prevent and eliminate crime and fraud. HCS may refer cases to the Miami Beach Police Department; Public Corruption Task Force, Office of the State Attorney; or local law enforcement agencies with jurisdiction to investigate housing fraud and criminal and fraud cases for legal prosecution and collection of debt, if applicable. In an effort to ensure safety at its properties, each City site shall display "no trespass" signage, as delineated in Florida Statutes 810.08 and 810.09. City of Miami Beach Police officers are authorized to enforce posted signage leading up to and including arrest of any offenders.

### **D. Assistance to Limited English Proficiency (LEP) Persons**

HCS is committed to ensuring direct access to its programs and activities. A Limited English

Proficient (LEP) person is defined as someone that does not speak English as the primary language and has limited ability to read, write, or understand English at a level that permits the person to communicate effectively in the course of applying or receiving services or benefits from recipients of federal funds.

### **1. Limited English Proficiency Four (4) Factor Analysis**

HUD's Final LEP Guidance defines a self-assessment method to assist agencies receiving its funds in determining the extent of their obligations to LEP persons. HCS has conducted the following four-factor self-assessment and concluded that Spanish is the non-English language most commonly spoken by the LEP population it serves.

- a. The number and proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee (persons speaking a language other than English exceeds 5% or 1,000 persons, whichever is less);
- b. The frequency with which LEP persons come in contact with the program;
- c. The nature and importance of the program, activity, or service provided by the program to people's lives; and
- d. The resources available to HCS and its costs.

### **2. Language Assistance Plan (LAP)**

Applicants and program participants are informed of their ability to request an interpreter in all written HCS advertisements and notifications related to hearings, interviews, scheduled appointments, and adverse action notices.

- a. Staff Training. HCS employees are provided with training on the LEP policy requirements, their role in assisting LEP persons, and with information on the resources available for LEP persons and how to access these resources.
- b. Oral Language Interpretation. HCS utilizes bilingual staff members fluent in Spanish to provide oral language interpretation to LEP persons during face-to-face or telephone contacts, as needed. Oral language interpretation services may be provided for scheduled appointments, meetings, informal reviews, hearings and interviews, with advance notice of five (5) business days. Language interpretation services are offered to LEP persons for activities including- but not limited to- the following:
  - Eligibility Interview
  - Rental Interview and Lease Signing
  - Initial, Annual, and Interim Reexaminations
  - Transfer and Resident Tenancy Application
  - Reasonable Accommodation Requests
  - Conferences, Informal Reviews and Hearings

HCS staff will not require or request LEP persons to bring their own interpreter. A LEP person may request that an adult household member or friend (18 years of age or older) provide interpretation. The LEP person will be advised by HCS staff about the availability of free language services.

- c. Written Language Translation of Vital Documents. HUD's Final LEP Guidance defines vital documents as "those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically." HCS translates its vital documents into Spanish which are available upon request.

HCS has translated into Spanish the following vital documents for City staff use. They are available in the shared drive at: F:\RHCD\\$\ALL\HSG-CD\Affordable Housing Program and maybe provided to LEP persons upon request:

- Consent and complaint forms;

- Intake forms with the potential for important consequences;
- Written notices of rights, denial, loss, or decreases in benefits or services, and other hearings;
- Eviction Notices;
- Notices of advising LEP persons of free language assistance;
- Notices of public hearings, especially those that meet HUD citizen participation requirements; and/or
- Lease and tenant rules.

### **3. Monitoring and Updating**

HCS will periodically review and assess its LEP policy, based on the City's demographics and changes in HUD regulations.

## **II. Eligibility for Admission and Processing of Applications**

### **A. Affirmative Marketing**

HCS' marketing plan ensures inclusion on its wait list of all people without regard to race, national origin, color, sex, intersexuality, religion, age, disability, familial and marital status, ancestry, sexual orientation, gender identity, or source of income, except where local housing preferences have been enacted by the Mayor and City Commission.

The opening of the wait list will be advertised utilizing a variety of media including: local area newspapers, the City's website and digital media resources, and via press release to member agencies of the Miami Beach Service Partnership. The opening and closing dates of any open wait list period will be advertised in advance. The wait list ranking process will be conducted per laws of the State of Florida..

Efforts will be taken to ensure outreach to our City's eligible population providing information of opportunities to apply for program assistance. In order to reach the widest eligible population, the agency may use special outreach in any of the following methods:

- Notice to churches, synagogues, and other places of worship;
- Notice to government offices including, but not limited to, Miami-Dade County regional libraries, Miami-Dade County Community Action Agency, Social Security Administration, State of Florida Department of Children and Families, Legal Services of Greater Miami, Inc., or other agencies designed to assist the low-income community;
- Notice to agencies that assist the elderly or disabled;
- Public service announcements on radio or television;
- Announcement at public meetings; and
- Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

Marketing and informational materials will:

- Comply with Fair Housing Act requirements and HUD regulations;
- Describe the application process, wait list and preference structure accurately;
- Utilize easy –to- understand terms distributed in more than print media;
- Clearly indicate eligibility; and
- Communicate HCS' responsibility to provide reasonable accommodations to people with disabilities.



## B. Qualifying for Admission

1. Placement on the wait list does not indicate that the applicant is eligible for admission. A final determination of eligibility will be made when the applicant is selected for interview. It is the City's policy to admit only qualified applicants into its housing programs.
2. An applicant is qualified if he or she meets all of the following criteria:
  - Meets HUD requirements on citizenship or immigration status;
  - Meets HUD's established income limits;
  - Provides documentation of Social Security numbers for all household members;
  - Provides documentation validating identity of each adult or emancipated minor;
  - Meets the Applicant Selection Criteria; and
  - Other requirements as promulgated by HUD.
3. Citizenship or Eligible Immigration Status

In order to determine each household's eligibility, HCS is required to verify the citizenship and/or immigration status of each individual household member.

  - a. There are four (4) categories of citizenship/immigration status:
    - i. Eligible citizen
    - ii. Eligible noncitizen
    - iii. Ineligible noncitizen
    - iv. Pending Verification
  - b. The Declaration of Citizenship or Eligible Immigration Status form must be signed by all household members (or by parent or guardian if household member is a minor). Documents to verify citizenship or immigration status may be required.
  - c. A citizen/national may submit one of the following documents:
    - U.S. Passport
    - U.S. Birth Certificate
    - Certificate of Citizenship
    - Naturalization Certificate
    - Voter's Registration
    - Other documents as may be required by HUD
  - d. An eligible noncitizen must have permanent residence, refugee or asylee status. Acceptable documentation of eligible immigration status includes:
    - Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card."
    - Asylees: Asylum Approval Notice, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
    - Refugees: Refugee Approval Notice or Employment Authorization Document (EAD).
    - For non-citizens 62 years of age and older receiving assistance under a covered program on September 30, 1996 or applying for assistance after that date, a signed declaration of eligible immigration status and proof of age is required.
  - e. Documents must be valid and current.
  - f. Documentation proving citizenship or eligible immigration status must be provided to HCS within ten (10) business days of the intake and assessment. HCS may extend the submission period, which shall not exceed thirty (30) days. The household members coded as ineligible noncitizens are required to submit evidence of changes in eligible immigration status while being assisted under the program. HCS shall verify immigration status for each household member.

- g. In circumstances where HCS has not verified eligibility, the household will be provided with a written notice that shall include:
- That the household has a right to request an appeal to HCS of the results of the verification of immigration status;
  - That the household has the right to request an informal hearing with HCS upon completion of the appeal;
  - That housing assistance may not be denied or terminated until the conclusion of the appeal process; and
  - Notification of the type of assistance for which the household may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).
4. Social Security Numbers. All members of the household must provide appropriate documentation of his or her Social Security Number (SSN) before admitted into the program:
- a. Disclosure requirement for applicants. At eligibility determination, each applicant must submit the complete and accurate SSN assigned for each member of the applicant's household, including live-in aides and children under the age of six (6).
- b. Subsequent Disclosure. When an additional household member is added to the household, including a newborn or live-in aide, a complete and accurate SSN for each new member must be provided and verification provided at the time of the request or at the time of processing the interim reexamination or recertification of household composition. If the additional household member is under the age of six (6) and no SSN, a SSN must be applied for and documentation submitted at the time of the request to add the child to the household.
- c. Verification of SSNs. Applicants and participants must submit one of the following documents to confirm their SSN:
- A valid SSN issued by the Social Security Administration; or
  - An original document from a federal or state government agency that contains the individual's name and SSN, along with identifying information of the individual (i.e. address, date of birth, etc.)
- Referral sources for applicants and participants who need to request a SSN or information may contact [www.socialsecurity.gov](http://www.socialsecurity.gov) or (800) 772-1213.
- d. Time frame to submit documents to confirm the SSN. The following timelines shall be followed:
- If the SSN documents cannot be submitted at the time of eligibility screening, and the applicant is otherwise eligible, the applicant may retain his or her place on the wait list until the required documents to confirm the SSN are provided.
  - SSNs are required for the annual and/or interim reexamination.
  - HCS may grant additional time up to 60 days, only if there are unforeseen circumstances beyond the household's control that prevent the household from complying with the SSN requirements. Such an extension must be requested in writing.
- e. Penalties for failing to disclose and verify SSN. If an applicant fails to produce an SSN:
- HCS must deny an applicant if he/she does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by HCS to provide documentation.
  - HCS must terminate a participant's tenancy if he/she does not meet the applicable SSN disclosure, documentation and verification requirements.
5. Verification of Identity. The following is required identification documentation for each adult or emancipated minor having citizenship or eligible immigration status:
- State-issued driver's license (current and unexpired), or
  - State-issued identification card (issued within the last ten (10) years) and

current/unexpired;

- U.S. passport (current and unexpired);
- US-issued immigration verification documents that contain a picture of individual (issued within the last ten (10) years);
- Military identification card; and
- Other documents as may be required by HUD or the City.

6. Legal Capacity. The head of household must be 18 years of age or older at the time of application, or have been emancipated by a court of appropriate jurisdiction, otherwise the household will be removed from the wait list. The head of household must have the capacity under state and local law to enter into a legally-binding lease agreement.

### C. Wait List Management

HCS maintains a community-wide wait list with for its programs: The waitlist is published and available for review on the City's website at [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

1. Position on Wait List. Each applicant will be categorized by preference and family composition [e.g., general occupancy, unit with accessible features and size (number of bedrooms required) of unit]. Applicants who qualify for any local preferences shall be given priority for housing placement over non-preference applicants.
2. Movement on the Wait List. Each applicant moves up the wait list in sequence, based upon:
  - A neutral lottery system that determines the applicant's ranking on each program;
  - **Local preference** (any preference required by local law, only if it is consistent with HUD and applicable civil rights requirements, i.e., housing designated for veterans); and
  - Type and size of unit required.

When an applicant reaches the top of the Wait List, his/her information will be verified including any local preference request, so that he/she may be certified eligible to receive benefits. Applicants failing to provide verification of local preference will not be eligible for said preference and will be restored to the general wait list.

Applicants determined ineligible will be promptly notified of their ineligibility and the reason for the determination, and shall be provided an opportunity for an informal review- if requested within thirty (30) days of the notice.

3. Changes to Household Composition. Changes to the household composition shall be considered and documented at the time the changes below occur.
  - a. Addition to Household Composition. Requests for additions to the household composition are to be made in writing by the head of household and are restricted to:
    - Spouses, co-heads, or domestic partners; children (born, adopted, or otherwise granted custody by operation of law including foster children). HCS will require documentation that the head of household has authorization to include a minor as part of the household. Court-approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the household composition. Addition of minors may also be permitted for families in which one (1) or more children live with the designee of the parent or legal custodian, with the parent or custodian's written consent. Documentation can include, but is not limited to, court documents, school records, other state and federal public assistance documentation, or power of attorney;
    - Immediate relatives (sons, daughters, brothers, sisters, parents,

grandparents and grandchildren), may be added for humanitarian and extraordinary reasons, including reasonable accommodation for a household member on a case-by-case basis and approved by the Department Director or designee.

- Addition of a Live-in Aide. A live-in aide may be added to the household as follows:
  - HCS will consider a written request for a live-in aide as a reasonable accommodation, upon documented verification that the elderly or disabled person requires the services of a live-in aide.
  - If the live-in aide is not a household member, the income of the live-in aide is not considered towards the calculation of the household's annual income. If the live-in aide is a member of the household, his/her income will be considered towards the calculation of the household's annual income.
  - The live-in aide may live in the unit solely to care for the disabled household member and qualifies for occupancy as long as the individual requires the supportive services. HCS shall deny occupancy to the live-in aide after the disabled resident terminates tenancy.
  - A relative may be considered as a live-in aide, but must meet all the above criteria and be qualified to provide care. The head of household and the live-in aide shall acknowledge that the live-in aide does not have any rights to the unit. The live-in aide does not qualify for continued occupancy as a remaining household member, and shall be required to sign a Live-In Aide Agreement which shall become an addendum to the resident's lease.
  - An eligible live-in aide may be granted up to one (1) additional bedroom if approved as a reasonable accommodation. The live-in aide may have HCS- approved household member(s) live with him/her in the unit, as long as the occupancy standards are not violated. If additional household members result in violation of the occupancy standards, or do not meet the eligibility requirements set forth below, this specific live-in aide may not be approved. No additional bedrooms will be provided to accommodate the live-in aide's household members.
  - The live-in aide (and household, if any) must provide the following documents as part of the admission criteria described in this chapter:
    - Proof of identity;
    - Verification of birth date;
    - Social Security number; and
    - Other documents as may be required by HUD.
  - The live-in aide (and household, if any) will be asked to sign forms which include- but is not limited to- the following:
    - Live-in Aide Agreement;
    - Authorization to Check Information;
    - Authorization to Obtain Criminal Background; and
    - Authorization for the Release of Information/ Privacy Act Notice.
  - The live-in aide (and any household members) may be denied for the following reasons:
    - Commits/committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
    - Unauthorized household members;
    - The screening process shows a pattern of arrests within the last ten (10) years of engaging in drug or violent criminal activities excluding murder, arson, aggravated felony battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program;
    - Violent criminal activities shall include any criminal activity that

has the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, bodily injury or property damage; and/or

- A sex offender according to State Laws. HCS will perform nationwide background checks. The nationwide background check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov).

b. Removals from the Household Composition. Household members may be removed as follows:

- Any adult household member, including the head of household, requesting to be removed from the household composition must provide a notarized statement agreeing to the removal and acknowledging consent by the head of household.
- The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the household member is no longer residing in the City unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. HCS may request additional documentation.
- If the adult household member is unable to provide the notarized statement agreeing to removal, the head of household must provide a written statement explaining the reason why the household member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).
- For removal of minors, the head of household must provide a signed, notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old), showing the new address.

c. Removal of Applicants from the Wait List. Applicants will be removed from the wait list when:

1. Applicant fails to respond to notices of scheduled appointments or HCS correspondence within the twenty-one (21) calendar days of City communication. If removed from the wait list, applicants will have a right to request an informal review as noted herein.
2. Applicant fails to keep HCS apprised of any changes in circumstances, including changes to telephone number, address, etc.;
3. Applicant accepts a unit offer; or
4. Applicant requests to be removed from the waitlist.

Applicants removed from the waitlist will be notified in writing with the reason for the removal.

## **D. Opening and Closing of the Wait List**

1. Timing. Regarding the maintenance of the Wait List:

- a. HCS may elect to dissolve the wait list as needed. Once the wait list is dissolved, applicants, regardless of their ranking on the old wait list, if applicable, must submit new applications during the open registration period in order to be added to the new wait list. Notwithstanding the dissolution of the wait list, applicants who are being processed prior to dissolution of the wait list will continue to be processed by HCS.
- b. Ranking for the wait list is done through a computerized application and is verified by a neutral third party.
- c. HCS may elect to open the wait list if there are insufficient applicants for a particular bedroom size, type (e.g., general occupancy, elderly designated buildings, elderly and

individuals with disability-designated buildings, accessible or non-accessible, or for one or more of the local preferences.

- d. The opening and closing of registration periods will be advertised in the media to ensure advance notice and accessibility by all segments of the community.

2. Open Registration at Designated Locations. HCS will ensure accessibility to the waitlist:

- a. People interested in applying for HCS programs may do so during open registration periods.
- b. Applications will be available on-line at designated locations, including for those with no computer access. Media advertisement and marketing providing notice of the opening of the wait list will be conducted. The designated locations will be accessible to people with disabilities and will be noted within the notice.

3. Submission of Applications. HCS will process applications:

- a. The wait list registration period shall remain open for at least five (5) business days.
- b. HCS' application for admission may request and include, but may not be limited to, the following information: household composition and income; Social Security Numbers; dates of birth; disability; immigration status of each household member; and local preference.
- c. Applications will be available electronically during the open registration period at [www.miamibeachfl.gov](http://www.miamibeachfl.gov). Assistance with the online submission may be available at locations specified in the media announcement to enable access to eligible applicants.
- d. In the event that HCS decides to accept applications in person at designated locations, HCS will make reasonable accommodations for applicants with disabilities.
- e. Only one application is allowed per household. Multiple applications will be grounds for disqualification of the individual/household for placement on the wait list. Applications will be screened for multiplicity to ensure that the applicant or any other adult household member listed in the application has not submitted another application.
- f. If an applicant on the wait list is determined ineligible for assistance, the applicant will be notified by mail and will be given an opportunity for an informal review of such determination, if requested in writing, within thirty (30) days of the determination.

## **E. Processing Applications for Admission**

All applicants will certify that the information provided in the pre-application is true and accurate. Verification of provided information is part of the eligibility process.

1. All applicants are responsible for updating HCS regarding changes of address and other contact information. If an applicant does not respond to notices of scheduled appointments or HCS correspondence requiring information within twenty-one (21) calendar days, the applicant's name will be removed from the wait list. If removed from the wait list, applicants will have a right to request an informal review in accordance with the Grievance Policy.
2. Applications are nontransferable except under the following conditions:
  - a. If the head of household deceases prior to or during the application process, one of the remaining adult household members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there is more than one (1) surviving adult household member, the household shall determine which surviving household member should be head of household as long as he/she is part of the original application. HCS shall not make the determination nor create more than one (1) application.
  - b. If the head of household is deceased and the remaining household members are minors, the person granted legal custody of such children will become the head of household and is entitled to the original date of application, provided such person meets all eligibility requirements.

- c. Only one (1) application is allowed per household. HCS will consider the following circumstances in determining which household member shall assume the application:
  - The desires of the household;
  - The interest of minor children, or disabled or elderly household members;
  - Any instance of actual or threatened physical violence against a household member by another household member;
  - Which household members were part of the original application for assistance; or
  - If a court determines property disposition between the household members, HCS will abide the court's determination.

## F. The Applicant Selection System

The factors that may affect applicant selection are described below:

1. Need for units complying with the Uniform Federal Accessibility Standards (UFAS) or accessible features. The following factors will be considered:
  - a. Transfers of residents with disabilities and placement of applicants with disabilities requiring units complying with UFAS or with accessible features will be approved in accordance with the *Reasonable Accommodation Policies and Procedures*, in accordance with the Reasonable Accommodations under the Fair Housing Act, (Appendix I).
  - b. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant accessible unit and occupying a unit not having those features.
  - c. If there is no current resident in the same development who requires the accessibility features, then the vacant accessible unit will be offered to a resident with disabilities residing in another development that requires the accessibility features.
  - d. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant accessible unit will be offered to the next eligible, qualified applicant with disabilities on the wait list who can benefit from the accessible features of the available accessible unit.
  - e. If there is no eligible qualified resident or applicant with disabilities on the wait list who wishes to reside in the available accessible unit, then it will be offered to an applicant on the wait list who does not need the accessible features of the unit. HCS requires residents to relocate to a vacant, non-accessible unit within thirty (30) days of written notification from HCS, if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
2. Income Targeting. HCS will comply with applicable HUD income targeting requirements to ensure that high- and low- HOME rent levels as well as NSP- and SHIP-required set-asides are met.
3. Transfers. HCS will also offer units to existing qualified residents on the transfer list. Emergencies and reasonable accommodation transfers are processed before new admissions.
4. Displaced Persons. This includes persons displaced due to governmental action and national disasters declared by the President of the United States. The referral for assistance must be made within six (6) months of the displacement in order for such families to qualify for housing assistance.

Written referrals indicating that the person has been displaced due to governmental action may also be accepted from HUD, appropriate federal, state and local law enforcement agencies, by the State Attorney's Office, or by the courts.

5. Wait List Admission Preferences. Preference request is limited to one per household.

Applicants failing to provide verification of local preference (any preference required by local law, only if it is consistent with HUD and applicable civil rights requirements, i.e., housing designated for veterans); at initial eligibility screening will not be eligible for the local preference and will be restored to the general wait list for selection in accordance to the movement on the wait list. Applicants determined ineligible for the requested local preference will be notified of their ineligibility and shall be provided an opportunity for an informal review if requested within thirty (30) days of the written notice.

HCS will not hold its units vacant for applicants or transferees with a preference, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with a preference.

Admission preferences are subject to the specific preference being indicated in the housing application. Applicants requesting a preference should be properly coded in wait list.

## **G. Interviews and Verification Process**

As applicants approach the top of the wait list, they will be contacted by US Postal mail and e-mail and scheduled for an initial eligibility interview. Once a housing offer is accepted, an eligibility interview will be scheduled to complete the applicant file. Applications will be withdrawn if an applicant fails to attend a scheduled interview or cannot be contacted to schedule an interview. Notwithstanding this, HCS will make an exception for those people with a disability requiring a reasonable accommodation as described in HCS's Reasonable Accommodation Policy and Procedures.

Generally, HCS will verify the household's eligibility within sixty (60) days. Verification documents for initial certifications (admissions) and annual re-examinations must be no older than 60 days from the move-in date or the effective date of the re-examination.

1. The following items will be verified to determine qualification for admission to HCS:
  - Identify of each adult or emancipated minor household member;
  - Household composition and type (elderly/disabled/ non-elderly);
  - Annual Income (including short-term or seasonal employment, family contributions, etc);
  - Housing subsidies that travel with the tenant, including utility assistance, etc.
  - Assets and Asset Income;
  - Deductions from Income;
  - Local preferences;
  - Social Security Numbers of all household members;
  - Applicant Screening Information;
  - Citizenship or eligible immigration status;
  - Current landlord references;
  - Criminal background, including any arrest due to drugs, and if registered as a sex offender; and
  - Public Records (eviction history).
  
2. HCS will not decline assistance to any household or any household member receiving subsidy from a housing authority or subsidized housing program. If the applicant is transferring, the household or household member must show documentation of intent to vacate from the other housing authority or program before approval for admission. HCS may provide up to thirty (30) days to show proof of intent to vacate from the other housing or program. Assistance will be denied if the applicant or participant does not provide proof that they



moved from another housing authority or program before the expiration of the thirty (30) days. A 30-day extension to show intent to vacate or termination of tenancy documentation may be provided in extenuating circumstances and upon good cause.

3. Applicant Interview Process. Each eligibility interview appointment letter must include a list of all the documents required by HCS at the interview and the *Affordable Housing Program Tenant Application* form, or any other approved form for the same purpose.
  - To the greatest extent possible, eligibility interviews are conducted in privacy. Reasonable accommodations will be provided for people with disabilities who may require special services.
  - Original documents such as birth certificates, Social Security numbers, pay stubs, and receipts will be reviewed, photocopied and included in the applicant's file.
  - Applicants failing to submit required documents at the time of the interview will be given a checklist listing missing documents and a final opportunity to provide the documents within the twenty-one (21) calendar days of City notification. Applicant will be notified in writing at the interview of a second and final appointment date. Applicants failing to provide requested documents at their next appointment may be subject to denial of assistance.
  - During the applicant's formal interviews, the eligibility interviewer will compare new information received with past information stated on the application and query the applicant regarding any discrepancies and/or require additional documentation.
  - Any additional information or documentation specifically requested at the eligibility interview must be provided within five (5) business days of the interview date.
  - The applicant household must complete all applicable information spaces on the *Affordable Housing Program Tenant Application*. Misrepresentation of income, household composition or any other information affecting eligibility and selection criteria will result in the household being declared ineligible. In the event fraud is discovered after admission, the household may be subsequently evicted, even if the household meets current eligibility requirements at the time.
  - After HCS has reviewed all information with the applicant, all adult household members at the time of the eligibility interview, are required to sign the *Affordable Housing Program Tenant Application* and other necessary forms such as the *Authorization to Release Information*, prior to conducting background checks.
  
4. Affordable Housing Program Tenant Application Form. The *Affordable Housing Program Tenant Application* is a personal statement of information required to evaluate the eligibility for selection of the applicant. Information required on the form relate to the following:
  - Household composition;
  - Local preferences (if applicable);
  - Emergency contacts;
  - Previous landlord references;
  - Background references;
  - Care of unit;
  - Household income;
  - Household assets;
  - Child-care expenses;
  - Disability assistance expenses;
  - Medical expenses; and
  - Criminal background, among others.

In support of the applicant/tenant's declaration of income, HCS may review original documents, authenticated copies, and/or electronic documents (unaltered) provided by the applicant or

resident. All income-related documents must be dated less than thirty (30) days preceding the determination date (eligibility interview) and continues to be valid an additional thirty (30) days following the request date. If income-related documents expire, the applicant or resident will have to provide new documents. A photocopy will be placed in the file. Acceptable applicant or resident provided documents include:

- Consecutive and unaltered pay stubs;
  - Social Security Administration award letter;
  - Bank statements;
  - Pension benefit statements;
  - TANF award letter; and
  - Other official and authentic documents from a Federal, State or local agency.
- a. Value of Assets. Each asset must be analyzed to obtain its net value (market/face value less redemption cost). When verifying the value of assets, for example, a bank account, use the current balance for savings account and at least one current bank statement indicating the average balance or four (4) consecutive bank statements in order to calculate average balance for checking accounts. HCS will accept unaltered documents (bank statement) to verify assets from checking and savings accounts in lieu of obtaining written or oral third party verifications, if the balance does not exceed \$4,999 and HCS is able to verify the asset through review of unaltered documents (bank statement) provided by the applicant or resident.
- b. Income from Assets (based on the total net value of household assets). When the total value of assets is \$5,000 or less, HCS will use the actual amount of income from assets. If the only asset is an interest-bearing bank account, the actual income from the asset is the amount of interest earned shown in the last bank statement. When the total value of assets is more than \$5,000, use the greater of:
- The actual amount of income from assets, or
  - The imputed income from assets based on the Savings National Rate in effect at the time.
- c. If third party income verification is not otherwise available, a copy of the most recent federal income tax return shall be submitted, including any W-2 information, or at least two (2) months' consecutive pay stubs or earnings statements. As stated above, notarized statements or affidavits are the least desirable forms of verifications and shall be accepted only when all other types of verification attempted have failed.
- d. HCS will obtain verifications from previous landlords to verify the applicant's ability to pay rent and comply with the lease terms, and will perform criminal background (not including juvenile records) and sex offender registration checks on applicants and household members 18 years of age and older.
- e. HCS will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. If HCS discovers the household has a history of failure to comply with lease terms under previous landlords or fails the background check, such shall result in removal from the wait list, withdrawal of an offer, or termination of assistance.
- f. Prior to initial certification, applicants shall be informed that HCS will subsequently verify the household's income information they have provided HCS.
- g. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, household composition, income or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- h. Uncollected child support will not be counted as income so long as the household provides court documents demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court for more than three (3) months.
- i. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:

- Annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the household has the right to come in for an interim re-examination once the income decreases.
- Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would be averaged into the anticipated annual amount.

## **H. Screening Applicants for Admission**

Any costs incurred to complete the application process and screening will be the responsibility of HCS, except for those costs associated with the applicant providing the necessary eligibility determination information.

1. All applicants shall be screened in accordance with HUD's regulations and with sound management practices. Applicants must complete a self-certified form certifying their ability to comply with essential provisions of the lease as summarized below:
  - Pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner (housing costs do not equal more than 70% of documented income);
  - Care for and avoid damaging the unit and common areas;
  - Use facilities and equipment in a reasonable way;
  - Create no health, or safety hazards, and to report maintenance needs;
  - Not interfering with the rights and peaceful enjoyment of others, and avoid damaging the property of others;
  - Not engaging in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not engage in drug- related criminal activity; and
  - Comply with necessary and reasonable rules and program requirements of HUD and HCS.
2. HCS will perform criminal background (not including juvenile records) and sex offender registration checks for applicants and additions to households 18 years of age and older at local and national levels. HCS will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.
  - The criminal background and sex offender registration check will be performed nationwide. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov).
3. Prior to conducting any criminal (not including juvenile records) and sex offender registration background checks, household members over 18 years of age, including the live-in aide, must sign the *Consent Form Authorizing Criminal Background Records*. The custodial parent will sign the required form for the minor. HCS will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

## **I. Ability to Comply with Financial Obligations and Lease Requirements**

1. Each applicant's ability and willingness to comply with the essential lease requirements will be self-proclaimed. Applicant screening shall assess the conduct of the applicant and other household members listed on the application, in present and prior housing.
2. In verifying the applicant's ability to meet financial obligations, especially rent (for subsidized housing), HCS may perform verifications with at least one prior landlord. At the interview, applicants must provide current and prior addresses, as well as current and prior landlords' contact information.
3. The applicants' conduct and behavior history must demonstrate that the applicant

household can reasonably be expected not to:

- a. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - b. Adversely affect the physical environment or financial stability of the project; and
  - c. Violate the terms and conditions of the lease.
4. HCS may verify applicants' record of disturbance of neighbors, destruction of property or living and housekeeping habits at prior residences that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.
  5. Payment of funds owed to the City is part of the screening evaluation. HCS will reject an applicant household for unpaid balances owed to the City by any member of the applicant household, or for money paid to an owner by HCS, until the unpaid balance is paid in full.
  6. HCS' examination of relevant information regarding past and current habits or practices will include, but is not limited to, an assessment of the applicant and each household members':
    - a. Past performance in meeting financial obligations, especially rent and utility bills. If the applicant had difficulty meeting financial obligations, HCS may consider mitigating circumstances.
    - b. Record of disturbance of neighbors (sufficient to warrant a police call), destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
    - c. History of criminal activity on the part of any applicant household member involving crimes of physical violence to people or property, or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
    - d. A record of eviction of any household member from subsidized housing or involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from end of participation.
    - e. An applicant's ability and willingness to comply with the terms of the HCS' lease.
  7. An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, household composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

## **J. Denial of Assistance**

1. Eviction or Termination from Federally-Assisted Housing. HCS shall deny assistance if any household member has been evicted from subsidized housing or experienced involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from end of participation.
2. Monies Owed. If the applicant had difficulty meeting financial obligations, HCS may consider mitigating circumstances. If the applicant or any member of the applicant household currently owes rent or other amounts to the City, he/she will not be offered assistance until the outstanding balance is paid in full.
3. Abusive Behavior. If the applicant or any member of the applicant household has engaged in physical or verbal abuse, or threatened abusive or violent behavior including, but not limited to, the use, attempted use, or threatened use of physical force, toward City personnel or any other official within five (5) years of eligibility determination.
4. Criminal Activity. The following will be considered:
  - a. HCS may deny admission when the screening process shows a pattern of arrests for engaging in criminal activity within the last eight (8) years, poor past performance in meeting financial obligations, especially rent (for subsidized housing), and history of inability to comply with the terms of previous leases, as verified by previous landlords or other entities. However, HCS may consider mitigating circumstances.
  - b. HCS may propose to deny assistance in the following instances when the applicant has

engaged in criminal activity, regardless of whether or not the person has been convicted within the last eight (8) years.

- 1) Eight (8) years from date of arrest for the following Criminal Activities:
  - a) Drug-related offenses including, but not limited to, eviction or termination from federally- assisted housing.
  - b) Violent criminal activities shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.
  - c) Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against the property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally- assisted housing.
  - d) Alcohol abuse or pattern of abuse, if HCS has reasonable cause to believe that the person's abuse or pattern of abuse of Alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - e) In determining denial of assistance related to drug or Alcohol abuse, HCS must take into consideration: Evidence of drug or Alcohol rehabilitation and if the drug or Alcohol abuse is related to a disability, as determined by HCS's ADA Coordinator.
- 2) Permanently:
  - a) Methamphetamine manufacturers on premises of federally-assisted housing.
  - b) Sex offenders subject to a lifetime registration under a state sex offender registration program. In searching for sex offenders, HCS will perform background checks nationwide. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov).
  - c) Violent criminal activities, including but not limited to murder, arson, aggravated felony battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program, including convictions and a pattern of convictions within the last eight (8) years.
5. Other Non-Criminal Activities. Assistance will be denied for a period of five (5) years for inability to comply with the lease terms (e.g., record of disturbance of neighbors, destruction of property, living and housekeeping habits) that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.
6. Notification of Proposed Rejection. HCS must notify the household of the proposed rejection, the reason for the denial of admission, and provide an opportunity to dispute the accuracy and relevance of the record. If the denial is because of criminal background, HCS must provide the household member with copy of the criminal records, upon request. Criminal records (not including juvenile records) for minors convicted as adults available to HCS by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request.

#### **K. Applicants and Residents Claiming Mitigating Circumstances**

1. If negative information is received about an applicant or resident, HCS shall consider the time, nature, and extent of the conduct and factors that may indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
2. Mitigating circumstances are facts relating to negative rental history or behavior, that, when verified, indicate: (a) the reason for the unsuitable rental history and/or behavior; and (b) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, justifying admission or continued occupancy. Mitigating circumstances would overcome or outweigh information gathered in the screening process.
3. If the applicant or resident asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, HCS may refer such information to HCS's ADA Coordinator to

evaluate the evidence and verify the mitigating circumstance. HCS shall also have the right to request further information to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation which will be used by HCS as the source document to process reasonable accommodation requests.

4. In its decision to deny assistance, HCS may consider the seriousness of the case, and the effect of denial of assistance on other household members who were not involved in the action or failure to act. If HCS admits such a household to the program, it may impose, as a condition of assistance, the requirement that household members (other than the head of household) who participated in or were culpable for the action or failure to act will not reside in the assisted unit.
5. Ineligibility due to an ongoing open criminal case is not appealable and an informal hearing will not be scheduled until final disposition (closure of the case), unless the household member with the criminal case is removed from the application.
6. The factors below will be taken into consideration, as well as any pattern of arrests for engaging in criminal activity within the last eight (8) years. These factors are not the only allowable mitigating circumstances. HCS will consider other mitigating circumstances as appropriate. Providing documentation of mitigating circumstances as described below is the responsibility of the household. It is incumbent upon the household to provide documentation, evidence and any and all other third party proof at any time including, but not limited, to the investigation interviews, appointments with the HCS staff, at the time of the informal review or within the time limit set by HCS to provide substantiating information challenging the recommendation to deny assistance.
  - a. Request to Remove Household Member. The applicant or resident may request removal of the offending household member. If the offending household member(s) is not removed, then the entire household shall be recommended for denial of assistance from the Program. In circumstances where the offending household member is the head of household, the entire household shall be recommended for denial of assistance.
  - b. Non-Violent Charges Involving Firearms. Charges limited to the specific crime of illegal possession or unlawful display of firearm shall constitute a violation.
  - c. Prior Criminal History. In cases of multiple prior charges of one or more household members where the disposition of the cases was dropped, nolle prosequere, no action, not guilty, acquitted, dismissed or not prosecuted by the court or State Attorney's Office, the HCS or its authorized representative may take both the household and individual household member's history and/or outcome into consideration at arriving at a final determination whether to deny assistance.
  - d. Violation of Peaceful Enjoyment. HCS may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. HCS may require a household to exclude a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.
  - e. Substance Abuse Rehabilitation. Upon determination by HCS to recommend denial of assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, may consider whether such household member was remanded by the court and is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, HCS shall require the applicant or resident to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
  - f. Domestic Violence. HCS or its authorized representative will allow the perpetrator of the domestic violence, dating violence, or stalking to be removed from the household at

the request of the household member who is the victim.

7. Examples of mitigating circumstances may include:
  - a. If the unit is not ready for move-in, the applicant or resident may refuse the unit and receive another housing offer based on availability;
  - b. Evidence of successful rehabilitation. The household member who engaged in drug-related criminal activity or alcohol abuse has successfully completed a supervised drug or alcohol rehabilitation program verified by HCS;
  - c. Circumstances leading to the eviction or criminal activity no longer exist (for example, the criminal household member has died or is imprisoned);
  - d. Evidence of the household's participation in social service or other appropriate counseling service; or
  - e. Evidence of successful and sustained modification of previous disqualifying behavior.
8. Consideration of mitigating circumstances does not guarantee that the household will qualify for admission or continued occupancy. HCS will consider such circumstances in light of:
  - a. The ability to provide documentation/evidence to verify the mitigating circumstances and prospects for improved future behavior;
  - b. The overall performance with respect to all the screening requirements; and
  - c. The nature and seriousness of the criminal activity, especially drug-related and criminal activity, that appears in the applicant's or resident's record.

**L. Qualified and Unqualified Applicants**

1. Verified information will be analyzed and a determination made with respect to:
  - Eligibility of the applicant as a household;
  - Eligibility of the applicant with respect to income limits for admission;
  - Eligibility of the applicant with respect to citizenship or eligible immigration status;
  - Eligibility of the applicant with respect to disclosure of Social Security Number for each household member;
  - Unit size required; and
  - Qualification of the applicant with respect to the selection criteria.
2. Applicants who failed to respond to a notice for eligibility screening, or do not cooperate with HCS in providing all required information, will be notified in writing that he/she has been removed from the wait list. The applicant may request an informal review within thirty (30) days of the notice.
3. Eligible applicants, who have a disability, but fail to meet the applicant selection criteria detailed herein, will be offered an opportunity to submit documentation in support of their claims that mitigating circumstances related to disabilities or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

**M. Occupancy Guidelines**

Units shall be occupied by households of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under- utilization.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

# of Bedrooms	Minimum Persons p/Unit	Maximum Persons p/ Unit
0	1	2 related persons
1	1	3 (2 of which must be related)
2	2	4 (3 of which must be related)

3	3	6 (5 of which must be related)
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Occupancy standards are applied at the initial certification, annual recertification or during authorization for change of dwelling. For occupancy standards, an adult is a person 18 years or older.

1. Two (2) persons per bedroom will be the standard for the smallest unit a household may be offered.
2. A single person household shall be allocated a zero (0) or one (1) bedroom unit, and spousal/domestic partners a one (1) bedroom unit.
3. The unit standard must be applied consistently for all families of like size and composition.
4. The following principles govern the size of unit for which a household will qualify. Generally, two (2) persons are expected to share one (1) bedroom, except that units will be so assigned that:
  - a. Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities;
  - b. In determining household unit size for a particular household, HCS may grant an exception to its established unit standards if HCS determines that the exception is justified by the age, sex, health, handicap, or relationship of household members or other personal circumstances;
  - c. The dwelling unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of opposite sex, over the age of six (6), may not be required to occupy the same bedroom or living/sleeping room;
  - d. A household that consists solely of a pregnant woman (with no other members) shall only be allocated a maximum of a one (1) bedroom unit. HCS will count a child in the occupancy standard if the parent has primary custody of the child;
  - e. A one-person household member with joint custody of a child/children but does not have primary custody will be granted a one (1) bedroom unit;
  - f. HCS will count a child in the occupancy standard who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
  - g. A single head of household parent shall not be required to share a bedroom with his/her child over the age of six (6), although they may do so at the request of the household;
  - h. A live-in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation. The live-in aide may have HCS-approved household member(s) live with him/her in the unit, as long as the occupancy standards are not violated. If additional household members result in violation of occupancy standards, or do not meet eligibility requirements set forth for live-in aides, this specific live-in aide may not be approved. No additional bedrooms will be provided to accommodate the live-in aide's household members;
  - i. The HCS will issue a zero (0) or one (1) bedroom unit to a single person; and
  - j. As a reasonable accommodation, an applicant or program participant household may be allowed a larger bedroom unit to accommodate a household member who requires a hospital bed or other large medical equipment. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger unit. In addition, the applicant or participant will be required to submit evidence of equipment specifications including but not limited to detailed description of equipment to include dimensions, photographs of equipment, etc.
5. Actual Unit Size Offered. The following factors will be considered:
  - a. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels shall not discriminate on the basis of familial status. The largest unit size that a household may be offered would provide no more than one (1) bedroom per household member, taking into account household size and composition.
  - b. If a household opts for a smaller unit size than designated and does not exceed the



maximum amount of people per bedroom size (two (2) persons per bedroom) and local codes, the household will be required to sign a statement agreeing to occupy the smaller unit assigned. They may not request a transfer within two (2) years after admission, unless they have a change in household composition or because of a reasonable accommodation.

- c. When a household is offered a unit and they no longer qualify for the unit size they were originally assigned, they will be reassigned to the appropriate bedroom size, retaining their original ranking. This may mean that they may have to wait longer for a unit offer.

## **N. Record Maintenance**

1. HCS will keep the resident's application for admission in the resident's file.
2. HCS will maintain records of the circumstances of each dwelling unit offered to an applicant, including the location of the unit, the offer date, and whether the offer was rejected or accepted. This information may be maintained electronically.
3. HCS will retain historical applicant and resident data.
4. Criminal record obtained by HCS must be:
  - a. Maintained confidentially, unless otherwise subject to disclosure pursuant to the Public Records' Laws, including, without limitation, Chapter 119, Florida Statutes;
  - b. Not misused or improperly disseminated; and
  - c. Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HCS action.

## **III. Tenant Selection and Assignment Plan**

### **A. Organizing the Wait List**

It is HCS's policy that each applicant shall be assigned his/her appropriate place on the Wait List in sequence based upon:

1. A neutral lottery system that determines the applicant's ranking on the wait list;
2. Local preferences; and
3. Type and size of unit needed according to household composition (e.g. general occupancy building, elderly designated building, elderly and individuals with disability designated buildings, accessible or non-accessible unit, number of bedrooms).

### **B. Removing Applicants from the Wait List**

1. To ensure vacant units are filled in a timely manner, HCS will maintain an accurate wait list. While each applicant is responsible for keeping HCS apprised of changes in address, telephone number, income or other circumstances, no applicant shall be removed from the wait list except when one of the following situations occurs:
  - a. The applicant receives and accepts an offer of housing;
  - b. The applicant requests in writing to be removed from the wait list;
  - c. The applicant is rejected, either because he/she is ineligible for assisted housing during the screening process or because he/she fails to meet the applicant selection criteria;
  - d. The application is withdrawn because: 1) HCS attempted to contact the applicant and was unable to do so, 2) the applicant did not respond to the offer, 3) the applicant does not accept an offer, or 4) the applicant does not re-schedule in the timeframe established or attend the scheduled leasing appointment, except for good cause;
  - e. In order to be eligible for reinstatement to the wait list as a reasonable accommodation, applicant families who fail to respond to an offer must present the *Reasonable Accommodation Request and Verification Forms*. Upon approval, such reinstatements shall be to the applicant's former wait list position.

2. Families whose applications are withdrawn or rejected may reapply for housing when the wait list is opened.
3. All rejected applicants are entitled to a written explanation for rejection and may request an informal review, at which time they may present reasons why they should be reinstated to the wait list.

### **C. Good Cause for Applicant Refusal of Unit Offer**

If an applicant does not accept the unit and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to consideration of race, color, sex, intersexuality, religion, age, disability, national origin, ancestry, marital or familial status, sexual orientation, gender identity, or source of income, the applicant will be entitled to another offer.

1. Examples of “good cause” for refusal of an offer of housing are:
  - a. Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
  - b. The household demonstrates that accepting the offer will place a household member’s life, health or safety in jeopardy. The household must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the household. Refusals due to location alone do not qualify for this good cause exemption.
  - c. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
  - d. The unit is inappropriate for the applicant’s disability, or the household does not need the accessible features in the unit offered and does not want to be subject to the 30-day notice to move.
  - e. An elderly or disabled household makes the decision not to occupy or accept occupancy in designated housing.
  - f. If good cause is verified, the refusal of the offer shall not require the applicant to be removed from the wait list or otherwise affect the household’s position on the wait list. The applicant will receive another housing offer upon unit availability.
  - g. HCS will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

### **D. Administering the Applicant Wait List**

Applications for admission will be processed centrally. Initial intake, wait list management, screening, and assignment of housing (including transfers) will be made by HCS.

## **IV. Leasing Policies**

### **A. General Leasing Policy**

1. All units must be occupied pursuant to the HCS-approved dwelling lease that complies with HUD’s regulations.
2. The lease shall be signed by the head of household, spouse, domestic partner, co-head, and all other adult members of the household and by the site manager or other authorized HCS representative, prior to admission.
3. A deposit equivalent to one month’s Rent shall be paid in cash, money order or cashier’s check

- during the signing of the lease agreement.
4. New Residents will be assigned a move-in date, corresponding with the Commencement date of the lease, during working hours and excluding legal holidays.
  5. If a resident transfers from one HCS unit to another, a new lease must be executed by the head household for the new dwelling unit.
  6. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
    - a. A new lease agreement will be executed, or
    - b. A *Notice of Rent Adjustment* will be executed, or
    - c. An appropriate rider will be prepared and made a part of the existing lease.
  7. All copies of such riders or insertions are to be dated and signed by the resident and by the site manager or other authorized HCS representative.
  8. Residents must advise HCS if they will be absent from the unit for more than seven (7) consecutive days. Residents shall notify the site manager in writing, secure the unit, and provide a means for HCS to contact the resident in an emergency.

## **B. Showing Units Prior to Leasing**

1. Upon receipt of offer letter, the applicant contacts the site manager to schedule an appointment to view the offered unit.
2. Once the unit is shown to an applicant and the applicant accepts the unit and all required documentation is received, HCS or its representative will execute a lease. If the applicant refuses the unit, applicant will sign a statement in which they state the reason for refusal. HCS should obtain this statement from each applicant who refuses a unit. HCS is responsible for making the "good cause" determination.
3. No lease will have an effective date before the unit is ready for occupancy.

## **C. Changes in the Household and Visitors**

1. Only those people listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit:
  - a. Except for natural births to, or adoptions by, household members, or court-awarded custody or other operation of law, any household seeking to add a new member must request approval in writing in advance (Household members being added to the household composition must meet eligibility criteria.);
  - b. When a resident requests approval to add a new person to the lease, HCS will conduct pre-admission screening, including criminal background (excluding juvenile records), eligible immigration status, and sex offender registration checks, of any proposed new member 18 years of age and over, to determine whether the HCS will grant such approval. HCS will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. Minor children for whom juvenile justice records are not made available or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident needs prior approval from HCS to add children other than those born to, adopted by, or awarded by the court to the household;
  - c. All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence. In cases of joint custody, where the families have 50-50 custody, the child shall live with both families as required by the court; however, the families must decide amongst themselves, and notify HCS, as to under which household lease the child shall be listed for reporting purposes.
2. Examples of situations where the addition of a household or household member is subject to screening are:
  - a. Resident plans to be married or live with his/her domestic partner and requests to add the

- new spouse/domestic partner to the lease;
  - b. Resident desires to add a new household member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
  - c. A unit is occupied by a remaining household member(s) under age 18, who is not an emancipated minor, and an adult, not a part of the original household, requests permission to take over as the head of the household.
- 3. Residents who fail to notify HCS of additions to the household or permit people to join the household without undergoing screening are in violation of the lease. People added without HCS approval will be considered unauthorized occupants and the entire household will be subject to eviction.
- 4. Visitors may be permitted in a dwelling unit so long as they have no previous history of unacceptable or negative behavior on HCS premises that would be a lease violation.
  - a. Visits in excess of fourteen (14) days per year, whether or not consecutive, are not permitted, unless the resident obtains the advance written consent of the Department Director or designee.
  - b. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the Lease.
  - c. Only the persons listed in the lease are authorized to use the unit's address in their driver's license, identification card, or as their mailing address.
- 5. Roomers and lodgers shall not be permitted to move in with any household. Violation of this provision is ground for termination of the lease.
- 6. Residents will not permit a former resident of HCS who has been terminated to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease. If the resident requests that the former resident be allowed to return, HCS may consider this request based on mitigating circumstances.
- 7. Removals from the Household Composition as follows:
  - a. Residents (continuous assistance):
    - i. Any adult household member, including the head of household, requesting to be removed from the household composition must provide a notarized statement agreeing to the removal, signed by the adult household member and the head of household.
    - ii. The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the household member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. HCS may request additional documentation to verify the permanent relocation of the household member requesting removal.
    - iii. If the adult household member is unable to provide the notarized statement agreeing to removal from the household composition, the head of household must provide a written statement explaining the reason why the household member is unable to provide the statement and the supporting documentation (e.g. death certificate, jail order).
    - iv. For removal of minors, the head of household must provide a signed notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old), showing the new address.
  - b. Unauthorized Persons:
    - i. If HCS obtains sufficient evidence of unauthorized occupants or unauthorized users of the subsidized unit's address (e.g. in their driver's license, identification card or as mailing address), and the finding is denied by the head of household, the head of household will be required to provide a written statement accompanied by two (2) pieces of supporting documentation from different sources showing the residential address of the unauthorized occupant or user. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease

agreement, utility bills, or official mail (from a Federal, State, County or City government agency properly dated (no more than thirty days) showing another address. The unauthorized person's driver's license or identification card may not be used as valid proof of residential address.

8. Household members over the age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
  - a. The resident shall report the move-out within thirty (30) calendar days of its occurrence.
  - b. Emancipated minors may not be readmitted to the unit and must apply as new applicant households for placement on the wait list.

#### **D. Requirements for Posting Policies, Rules and Regulations**

The following documents shall be available in the wait area of every housing development management office, and/or posted on a large bulletin board:

- Tenant Selection and Assignment Plan (included herein)
- Directory of all housing developments including names, perimeter streets, number of units by bedroom size, number of units specifically designed for the elderly, addresses of management offices and office hours
- Income limits
- Utility allowances
- Dwelling Lease form
- Current schedule of routine maintenance and other charges (included in Community Policies)
- Grievance Procedures (included in MANUAL and Community Policies)
- Fair Housing poster
- "Equal Opportunity in Employment is the Law" poster
- Resident oriented notices
- Emergency telephone numbers for after hours and weekends
- Reasonable Accommodation Policies and Procedures document

#### **V. Tenant Responsibilities**

##### **A. Maintenance**

1. Tenants and Authorized Residents are responsible to keep and maintain the residential units in good and sanitary condition and repair during the term of their tenancy, as stipulated in their Residential lease agreement. It is the tenant's responsibility to replace air conditioning filters on a monthly basis, replace lightbulbs, and smoke detector batteries as needed.
2. Tenants may purchase replacement batteries, lightbulbs and other available supplies from HCS at cost.
3. Tenants and Authorized Residents are responsible for maintaining order in their unit and in the common area, including laundry rooms, mail room, lobby, front porch, corridors, stairways, alleyways, hallways, elevators, etc. Any damage to the common area in the Housing Project can be considered a default of the lease, or possible termination.
4. Appliances in common areas such as laundry machines must be used appropriately and kept clean and free of debris after each use.
5. Elevators must be kept free of dirt, food, stains or debris and must be cleaned any spillage immediately.
6. Air conditioning closets must be kept free of dirt, debris, food. Closets may not be used for storage purposes and cannot be obstructed.
7. Fire alarm panels, smoke detectors and fire extinguishers in Premises and throughout the Housing Project may not be obstructed and must be free of any clutter and cannot be tampered

with in any way.

8. Doors and windows must be kept free of dirt, food, stains or debris.

## **B. Work Orders and Repairs**

1. Tenants are responsible for notifying Landlord of any operational or condition issues with plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Premises or Housing Project. If any damages are caused as a result of the Tenant's negligence to report the condition, it could result in a default of the lease agreement and the Tenant will incur the cost of the repair.
2. Tenants may call HCS during office hours, Monday- Friday, 8:30 am- 5 pm at 305.673.7260. After hours calls can be placed at 786.785.0511.
3. A plumbing and/ or air condition, electronic or mechanical issue must be notified no later than 24 hours to HCS. If tenants notify of a work order after normal office hours, it will be documented accordingly. If it is an emergency, HCS will contact the appropriate vendor and repair as soon as possible. If the repair is caused by negligence or misconduct on behalf of the Tenant, Authorized Residents, or guests, the repair cost will be incurred by the responsible party and payment shall be made within thirty (30) days.
4. If a key is lost, misplaced or if the Tenant or Authorized Resident is locked out of their unit after working hours, the responsible party will incur the cost the replacement key fee.

## **C. Housing Project Rules**

1. The mail area is intended for sending and receiving US Postal mail only. Unwanted correspondence shall be discarded appropriately, without littering the common area.
2. Common areas such as the laundry room, mail room, front porch, corridors, stairways, alleyways, hallways, elevators, etc. are for their intended purposes only.
3. Tenants must clean lint traps in laundry room and no clothing can be left behind in laundry area.
4. Smoking is not permitted inside the Premises or in the common area of the Housing Project. Failure to comply can result in a default of the lease, or possible termination.
5. Thermostat and cooling/ heating equipment cannot be tampered, altered or damaged.
6. Common areas in the Housing Project cannot be used for storage purposes.
7. Balconies, terraces, catwalks, railings, docks are for their intended purposes only. In some instances, balconies, terraces and railings are part of the historical façade of the Housing Project and for decorative purposes only.

## **D. Schedule of Fees**

1. Delinquent Rent: Rent is due on the 1<sup>st</sup> of the month. If Rent is delinquent for more than five (5) days, Tenant shall pay Landlord a late charge of \$50.00 ("Late Charge"), as additional Rent.
2. Default Interest, or Per Annum Fee: if Rent is delinquent for more than fifteen (15) days, said delinquent Rent payment shall accrue interest in an amount equal to the lesser of the highest rate permitted by law or interest at the rate of twelve percent (12%) per annum ("Default Interest"), as additional Rent, until paid, which shall be in addition to and not in lieu of the Late Charge or any other remedy available to Landlord.
3. Returned Checks. In addition to any Late Charge or Default Interest which may accrue under this lease agreement, in the event that any payment by Tenant is dishonored due to insufficient funds ("NSF"), a "stop payment" request, or any other reason, Tenant shall pay Landlord a return check fee in the amount of \$40.00 ("Returned Check Fee") or an amount equal to 5% face value of the check, whichever is greater.
4. Replacement Unit Key: If a unit key is lost, misplaced, destroyed or altered, Tenant will incur the cost of \$50.00. If a key is stolen, a police report must be provided as acceptable documentation, indicating date of loss and reporting agency.
5. Replacement Mailbox/ Dumpster Key: If a mailbox or dumpster key is lost, misplaced,

destroyed or altered, Tenant will incur the cost of \$25.00. If a key is stolen, a police report must be provided as acceptable documentation, indicating date of loss and reporting agency.

6. Replacement Front Door Key: If a front door key is lost, misplaced, destroyed or altered, Tenant will incur the cost of \$75.00. If a key is stolen, a police report must be provided as acceptable documentation, indicating date of loss and reporting agency.

#### E. Non-Smoking Policy

1. Tenant acknowledges as follows:

The City of Miami Beach is incorporating the Smoke-Free Policy as follows:

HUD regulation 24 CFR 965 and 966 require that public housing agencies implement a policy prohibiting lit tobacco products in all living units, indoor common areas, and administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the housing or administrative office buildings. The Smoke-Free Policy is incorporated as part of the Public Housing Dwelling Lease between the "Landlord" (the Housing Authority of the City of Miami Beach) and the "Resident", as a Lease Addendum, by signing below.

2. Tenant acknowledges that No Smoking Areas will constitute as follows: The dwelling unit occupied by Resident(s) and members of Resident's household, any interior common area, including but not limited to community rooms, community bathrooms, daycare facility, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and areas outside the building that are within 25 feet from the building or common areas including entryways, porches, balconies and patios.

Designated Smoking Area: An area designated by the Landlord, if applicable.

3. Tenant acknowledges as follows:

a) Tenant (s) and Authorized Residents shall not smoke anywhere in No Smoking Areas, including in the unit rented by Resident(s), the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds or such building including the steps, patios or yards.

b) Resident(s) shall inform Resident's guests of the Smoke-Free Policy and shall not permit any guests or visitors under the control of Resident to smoke in any zone designated as No Smoking Area.

c) All smoking Resident(s) and guests are required to dispose of their smoking material in the appropriate collection receptacles provided by Landlord prior to entering any zone designated as No Smoking Area.

d) Resident(s) shall promptly notify Landlord of any incident where smoke from tobacco, electronic cigarette, or similar products, is migrating into the Resident's unit from sources outside the Resident's unit.

4. Landlord acknowledges as follows:

a) Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and maintain the No Smoking Area as smoke-free as is reasonably possible. Such reasonable

steps include but are not limited to providing residents with orientation, warnings, housekeeping inspections, and appropriate notices of lease violations.

b) Landlord shall post non-smoking signs at entrances and exits, in common areas, and in noticeable places adjoining the grounds of the No Smoking Area.

c) Landlord shall provide collection receptacles at least 25 feet from entrances, exits, common areas and noticeable places adjoining the No Smoking Areas, for disposal of smoking material.

d) Landlord shall designate specific smoking areas outside the No Smoking Areas, depending on the type of development and as permitted by availability of space.

e) Landlord may refer Resident(s) violating the Smoke-Free Policy to the smoke cessation programs offered by the Florida Department of Health in Miami-Dade County's Tobacco Prevention Program. For more information, please contact the Florida Department of Health in Miami-Dade County's Office of Community Health and Planning at (305) 278-0442.

f) Landlord may enforce this policy in phases by August 3, 2018, to ensure education of residents, and in accordance with the type of development (i.e., elderly, disabled developments).

**Landlord Not a Guarantor of Smoke-Free Environment**

a) Landlord's adoption of smoke-free living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas.

b) Landlord is not required to take steps in response to smoking unless Landlord is notified.

5. Tenant acknowledges that there may be an assessment of a fine up to \$50.00 for each smoking incident reported to or detected by Landlord, upon verification.

**BACKGROUND:**

In February 2015, the Centers for Disease Control published its Vital Signs report on secondhand smoke, which includes but is not limited to the following findings:

(1) one in four nonsmokers (58 million people) in the United States are exposed to secondhand smoke; (2) two in five children (including seven in ten Black children) are exposed to secondhand smoke; (3) one in three nonsmokers who live in rental housing are exposed to secondhand smoke; (4) secondhand smoke exposure is more common among children ages three to eleven, Blacks, people living below the poverty level, and those who rent housing; (5) about 80 million Americans live in multi-unit housing and can be exposed to unwanted secondhand smoke in their home;

and (6) people who live in public housing are especially affected by secondhand smoke, including children, the elderly, and people with disabilities. The United States Surgeon General has stated that there is no risk-



free level of exposure to secondhand smoke and the best way to keep children and adults safe from secondhand smoke is to ban all smoking indoors. Further, nationwide there are more than 1.2 million families who reside in public housing of which there are approximately 39 percent of the public housing residents who are between the ages of zero to 17 and approximately 15 percent who are 62 or older. It has been proven that exposure to smoke, whether direct or secondhand, causes adverse health outcomes such as asthma and other respiratory illnesses, cardiovascular disease, and cancer.

The U.S. Department of Housing and Urban Development's (HUD) published a final rule (24 Code of Federal Regulation Parts 965 and 966) on December 5, 2016, that will require each public housing agency administering public housing programs to implement a smoke-free policy. Previously, HUD had also issued Notice PIH 2012-25 strongly encouraging housing agencies to implement a Smoke-Free Policy. Prior to the publication of the rule, the Miami-Dade Board of County Commissioners, on November 3, 2015, adopted Resolution No. R-1003-15 directing the County's administration to develop a smoke-free policy in consultation with the residents and resident councils, to incorporate a smoke-free policy into the County's Fiscal Year 2016-2017 Public Housing Agency Plan, the Admissions and Continued Occupancy Policy, the public housing community policies, and the public housing lease for all public housing developments, excluding single-family public housing developments owned and operated by the County. According to surveys conducted by the Florida Department of Health in Miami-Dade County of public housing residents residing in Rebecca Towers, 59% of the residents are in agreement with the implementation of a Smoke-Free Policy.

### **III. PURPOSE OF SMOKE-FREE POLICY**

The above parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) increased maintenance, cleaning and redecorating costs from smoking; (iii) increased risk of fire from smoking; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

#### **A. Definitions**

1. Smoking: The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, electronic cigarette, or other tobacco product or similar lighted products in any manner or in any form.

2. Common Area: Areas within the building interior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, playgrounds, parking garages and carports, and any other area of the building that is accessible to Resident(s), guests and employees.

### **VI. Transfer Policy**

## A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, intersexuality, religion, age, marital status, familial status, ancestry, disability, sexual orientation, gender identity, or source of income.
2. Under certain circumstances, residents may be transferred to accommodate a disability.
3. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship or other undesirable conditions, as determined by the Department Director or designee.
4. Whenever feasible, transfers will be made within the resident's development or the resident's area.
5. Residents must be in good standing.
6. Residents have the right to request a hearing if they are refused the right to transfer or if HCS is requiring them to transfer and they do not want to do so.
7. Resident's transfer requests will not be granted during the first year of tenancy, unless approved as a reasonable accommodation.

## B. Types of Transfers

HCS may encounter situations in which it is necessary to move residents from one unit to another.

### 1. Management-Initiated Transfers

- a. Emergency Transfers: These transfers are required when conditions pose an immediate threat to life, health or safety of a household or one of its members. Such situations may involve, but are not limited to, unit or building defects or law enforcement concerns, including special circumstances such as domestic violence cases, hate crimes, violence or victimization, and participation in witness protection program.
  - Emergency transfers shall take priority over new admissions.
  - Transfers for special circumstances shall be documented (i.e. police reports, support letters from law enforcement, restraining orders, etc.) and shall be required for the immediate safety and welfare of the household. A special circumstance transfer shall be given the next available vacancy that is not in the same project.
- b. Occupancy Standards Transfers: These transfers are necessary to correct underhoused or overhoused conditions and must be recommended by the site manager upon annual or interim re-examinations, as required by changes in the household composition, in accordance with the Occupancy Guidelines found in Chapter II.

These transfers shall take priority over new admissions and are limited to be made when:

- The underhoused (overcrowded) condition is such that the household members over the age of six (6) equal more than two (2) persons per bedroom.
- The overhoused condition is such that the household size includes fewer people than the number of bedrooms in the unit.

### 2. Resident-Initiated Transfers.

Reasonable Accommodation: Under certain circumstances, a resident's transfer request may be granted to accommodate a disability as requested in writing to HCS.

- All Reasonable Accommodation transfers shall take priority over new admissions. Transfers to accessible units will be done in accordance herein.
- Prior to this type of transfer, every effort shall be made to accommodate the needs of disabled residents, including but not limited to, making necessary modifications to the existing unit and providing other alternative forms of reasonable accommodation as detailed in the *Reasonable Accommodation Policies*.
- Residents may be given a list of available units City-wide to select their top three choices. The selection must be hand-delivered to the Applicant Leasing Center within five (5) calendar days.

- Residents will receive a housing offer for the first unit chosen from the list. If the unit was already offered, the second or third choice may be considered.
- The unit will be offered to the first eligible resident who responds with an acceptance, based on date and time of acceptance.
- If the resident fails to respond or accept one of the available units, he/she will be removed from the transfer list.

### C. Processing Transfers

A centralized transfer wait list will be administered by HCS. A household that opted to reside in a smaller unit size than would normally be assigned under the largest unit size standard will be eligible for a transfer two (2) years after admission, unless they have a change in household size or composition.

1. All transfers must be approved by the Department Director or designee, before HCS admits them into the transfer wait list.
2. Transfers to provide reasonable accommodation recommended for denial by the Department director or designee must be reviewed by the Department Director and City Manager in accordance with HCS's Reasonable Accommodation Process included herein.
3. Transfers will be made in the following order of priority:
  1. Emergency
  2. Reasonable Accommodation
  3. Occupancy Standards
4. Transfers to Uniform Federal Accessibility Standard (UFAS) Units
  - a. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS Accessible Units, or units with accessible features, will be centrally coordinated through HCS.
  - b. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.
  - c. If there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to a resident with disabilities residing in another development that requires the accessibility features of the unit.
  - d. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to an eligible, qualified applicant with disabilities on the wait list who can benefit from the accessible features of the unit.
  - e. If there is not an eligible, qualified resident or applicant with disabilities on the wait list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the wait list who does not need the accessible features of the unit. HCS requires residents to relocate to a vacant, non-accessible unit within thirty (30) days of notice by HCS if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
5. When a head of a household, originally housed in a bedroom by him/herself, has adopted or has plans to adopt a child, the household will not be approved for a transfer until the child is six (6) years of age. Exceptions: spouse, co-head, or partner returns to the unit, marriage takes place, or household decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of people now in the household.
6. Split-household transfers are not permitted. Separation of households will be processed as follows:
  - a. Resident-Initiated Separation of Households: Families that decide to separate because of divorce or inability to live under the same roof must identify the household member(s) who are willing to establish a new household. Such person may submit an application to be

placed on the wait list during open registration periods. The household member(s) who will be leaving the unit must do so within thirty (30) days of notification by HCS. The remaining household member(s) may also be required to transfer to a smaller unit if the unit becomes under-occupied after one household moves out and there exist families on the wait list for that size unit. Whenever a household cannot agree on which household member(s) shall remain in the unit, HCS will rely on other forms of documentation, i.e. in cases of divorce case HCS will rely on the court decree, if available.

- b. If upon recertification, HCS finds that a household composition has grown beyond the maximum bedroom size unit available in HCS, whether the household was transferred or not to the maximum sized bedroom unit, the household must identify member(s) who are willing to establish a new household. Such party may submit an application for housing assistance during the open registration period. The household member(s) who are leaving the unit must do so within thirty (30) days of notification by HCS. The remaining household members may also be required to transfer to a smaller unit if the unit becomes under-occupied and there exist families on the wait list for that size unit.
  - c. HCS may transfer a household to a larger unit in order to accommodate the addition of household members by birth. However, in order to maximize the use of scarce affordable housing and in consideration of applicants on the wait list, transfers of families to separate units are not allowed.
7. The site managers must provide residents who wish to initiate a Reasonable Accommodation transfer with the necessary forms, which include the *Authorization to Release Information*, *Reasonable Accommodation Request*, and *Reasonable Accommodation Verification*, in accordance with the *Reasonable Accommodation Policies and Procedures*, (Appendix I).
  8. When a resident is allowed to transfer, the resident's name is placed on the transfer wait list and will be given written notice to this effect.
  9. All exceptions and consideration of mitigating circumstances must be approved by the HCS Director or designee.

#### **D. Administrative Requirements**

1. All residents approved for transfers must have a current rent account with no outstanding balance and must leave the unit in a satisfactory condition. Requests for exceptions to this requirement based on disability or domestic violence will be considered.
2. A household who has been approved for a transfer will be made one (1) offer of an appropriate size unit. If the household rejects the offer, a second offer can be made only for good cause (see III (C) for definition).
3. Once a transfer assignment is made, the resident is required to move within thirty (30) days of being notified, or may face eviction proceedings in accordance to HCS's lease.
4. Residents will bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health or other factors, the site manager may recommend that families be reimbursed for out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by HCS. Residents who seek reimbursement must provide proof of their out-of-pocket expenses to HCS, i.e. receipts. The Department Director or designee must approve the expense.
5. Costs associated with transfers that are mandated by HCS (except occupancy standards) and transfers for reasonable accommodation will be paid in accordance with the *Reasonable Accommodation Policies and Procedures* (Appendix I of this Manual).

#### **E. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other household members:
  - a. Have not engaged in criminal activity that threatens the health and safety of residents

- and staff;
  - b. Do not owe back rent or other charges;
  - c. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - d. Can have utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Absent a determination of exception, the following policy applies to transfers:
- a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, the back rent is paid in full.
  - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.
  - c. The resident must be in good standing and in compliance with the *Lease and Community Policies*.

## **F. Relocation**

1. Temporary Relocation: Residents who are required to temporarily relocate to permit rehabilitation of their units must be provided with:
- a. Written notice of the dates and duration of the temporary relocation at least thirty (30) days prior;
  - b. Information on alternative housing available; and
  - c. Reimbursement for all reasonable out-of-pocket expenses, including the cost of moving to and from the temporary housing and any increase in monthly rent/utilities costs, upon presentation of acceptable receipts.
2. Permanent Relocation: Residents of City-owned affordable housing units which are dilapidated, unsafe, and/or in substantial disrepair as determined by HCS for which there are no immediate reconstruction plans, may be relocated to comparable vacant housing units of their choice, based on availability. The impacted residents will not be considered part of the housing transfer wait list and will be provided with:
- a. Applicable meeting(s) to inform of available or potentially available alternative housing which may include new acquisition(s) of housing units.
  - b. Written Information on alternative housing which may include new acquisition(s) of housing units that may be under HUD-approval process.
  - c. Written notice of the date of relocation and other requirements in accordance with the Uniform Relocation Act (URA), if applicable.
  - d. Reimbursement of reasonable out-of-pocket expenses, including moving expenses, upon presentation of acceptable receipts.
- e. After all affected residents have been permanently relocated; any remaining vacant units in a new acquisition development may be filled from the transfer list or wait list.

## **VII. Eligibility for Continued Occupancy, Annual Reexaminations and Remaining Household Members**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy. Residents not in compliance with the criteria are subject to lease termination and eviction:

1. Qualify as a "Household" as defined herein.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose household members each have Social Security numbers or have certifications on file

indicating they have no Social Security number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

## **B. Remaining Household Members and Prior Debt**

1. To be considered the remaining member of the household, the person(s) remaining must meet all eligibility requirements.
2. Remaining household members age 18 years or older will be held responsible for arrearages incurred by the former head of household, co-head of household, or spouse. HCS will not hold remaining household members (other than the head, co-head, or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.
3. A live-in aide or foster child/adult, by definition, is not a member of the household and will not be qualified for continued occupancy as a remaining household member.

## **C. Annual Recertification**

Recertification is conducted annually by the tenancy anniversary. In order to have the information available to adjust the rent, the initial request for re-certification will be started at least 90 days before the scheduled effective re-certification date.

1. Regular Recertification: HCS shall, at least once a year, re-examine the household composition and incomes of all resident families. Household incomes shall still be subject to annual reexamination as will household composition. Criminal background checks may be included as part of the recertification.
2. Special Recertification: When it is not possible to estimate household income accurately, a temporary determination will be made with respect to income as documented through invoices, payroll records, bank records and other accepted documentation.

## **D. Recertification Procedures**

1. At the time of recertification, all adult members of the household will be required to sign an application for continued occupancy, and other forms required by HUD and HCS. If an adult household member is temporarily away from the household and not available to sign the forms at the time of the recertification, their status must be verified and they must sign and notarize the required documents within 30 days.
2. Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's file.
3. Verified information will be analyzed and a determination made with respect to:
  - a. Eligibility of the resident as a household or as the remaining member of a household;
  - b. Unit size required for the household;
  - c. Rent the household should pay.
4. HCS will access criminal justice records (excluding juvenile records), including sex offender registration checks of household members 18 years of age and over with the purpose of determining continued assistance under the program, at regular recertification and at any other time HCS deems it necessary. HCS will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.
5. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
6. Income shall be computed in accordance with the definitions and procedures set forth in federal regulations.
7. Families failing to respond to the initial annual recertification appointment will be issued a second and final recertification appointment. Failure to respond to the final request will result in the household being sent a notice of lease violation and referred to the HCS Director for termination of the lease.

8. Recertification procedures also apply in the event residents are under the eviction or termination process. The recertification is not an offer of extension of the lease agreement and does not constitute a waiver of such eviction or termination proceeding.
9. Failure to Comply in Timely Manner or Non-Compliance:
  - a. A household's failure to comply with recertification requirements in providing all required documentation and signatures on forms is grounds for termination of the lease.
  - b. The resident will reimburse HCS for the difference in rent if it is found that the resident failed to timely report any changes in income or household composition or provided inaccurate, or incomplete information.

## **E. Income Verification and Third Party Verification**

1. Accurate determination of income eligibility, allowances, and household rent can occur only if all factors related to income and household circumstances are verified.
2. Tenants have the right to dispute information obtained; however, such information will only be provided to the tenant if requested.
3. In cases where income data is substantially different than tenant-reported income, HCS will utilize the following guidelines:
  - a. Request written third party verification from the discrepant income source. For Social Security Administration (SSA) benefit discrepancies, HCS shall require the tenant to obtain a current unaltered SSA benefit letter within ten (10) business days of the interview date.
  - b. Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when HCS cannot readily anticipate income, such as unstable working hours, and suspected fraud. For calculating income in cases of seasonal employment (i.e. school board employees, teachers, etc.), see Chapter II, Section G or Chapter XI, Section A.
  - c. Analyze all data (third party verification and other documents/information provided by the household) and attempt to resolve the income discrepancy.
  - d. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
4. HCS may recommend terminating assistance for fraud as opposed to tenant error. Fraud includes, but is not limited to, forgery and pattern of unreported or under reported income. In verified differences of \$10,000 or more and when fraud has occurred, HCS may refer the case to OIG or any other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing, prior to commencement of the eviction process.

## **F. Action Following Recertification**

1. If there is a change in rent, it will be noted in the new lease and the tenant will be advised at the time of the new lease's execution within ninety (90) days.
2. If there is a change in the household composition, a lease addendum or new lease, as applicable, shall be executed by the head of household and the new household members.
3. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described herein and moved to an appropriate unit when one becomes available, subject to the requirements stipulated in the transfer policy section and approved by the Department Director or designee, where required.

## **VIII. Lease Termination Procedures**

### **A. General Process: Lease Termination**

The lease may be terminated by HCS in compliance with HUD regulations and in accordance with law.

The lease may be terminated by the resident no earlier than at the end of the first year by giving thirty (30) days written notice and upon compliance with all applicable procedures to properly vacate the unit and depart in good standing.

HCS shall have the right to terminate the Lease for failure by the resident to fulfill his/her obligations set forth in the lease agreement, based upon a material violation or repeated minor violation. The following causes for termination contained in the lease include but may not be limited to:

1. Resident's failure to pay rent when due and default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by Landlord;
2. Upon providing resident with thirty (30) days written notice, indicating HCS's intention to terminate the lease, for the following reasons:
  - a. Any drug-related criminal activity, violent criminal activity, or non-violent criminal activity, whether on or off the premises, committed by the resident, any member of his/her household, a guest or a person under the control of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of HCS. Any such criminal activity upon conviction, shall be cause for termination of tenancy, and for eviction from the dwelling unit:
    - (1) Drug-related criminal activity includes, but is not limited to: illegal possession, illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute or use a controlled substance;
    - (2) Violent criminal activity includes, but is not limited to: any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage;
    - (3) Non-violent criminal activity includes, but is not limited to: any activity that threatens the health, safety, or right to peaceful enjoyment by the residents, employees of HCS or any other City of Miami Beach official;
    - (4) An arrest where the criminal charges are dropped, dismissed no action, nolle prossed or other resolution that does not involve an admission of guilt, or where the resident is found not guilty or acquitted, may not result in termination of assistance except for cases specified herein or when there is a pattern of repeated arrests within the last ten (10) years that may threaten health, safety, or right to peaceful enjoyment by residents, employees of HCS or any other City of Miami Beach personnel or official;
    - (5) A fugitive felon or parole violator after conviction of a crime or attempt to commit a crime is considered a person that threatens the health, safety and right to peaceful enjoyment of the premises by other residents or employees of HCS;
    - (6) As concerns juvenile household members under the age of 18, HCS will consider criminal related activity only if they are being tried as adults for certain criminal offenses or if the acts occur on HCS property;
  - b. A record of alcohol abuse or pattern of abuse, when the record or pattern of abuse poses a direct threat to the health or safety of others shall be considered a violation of the lease;
  - c. Failure by the resident to report to any recertification interview or provide verification of any information required by HCS within thirty (30) days from receipt of a written request from HCS;
  - d. If HCS verifies that one of the household members is also participating in another federally-assisted housing program and that they have not relinquished the assistance within thirty (30) days from the date of the move-in; and the household member fails to provide proof of the termination of the subsidized housing assistance within thirty (30) days from receipt of a written request from HCS;
  - e. Discovery of material false statements in connection with information provided at application or recertification, or fraud committed by the resident in connection with any federally-assisted housing program;



- f. If the resident or any member of his/her household, a guest or a person under the resident's control engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on HCS property;
- g. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas;
- h. Extremely poor living or housekeeping habits, including hoarding or clutter, that cause health and safety concerns or property damage;
- i. The denial of service, disconnection or termination of utility services that the resident is responsible for paying, and resident's failure to restore the utility service within thirty (30) days from receipt of a written request from HCS;
- j. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking;
- k. If the resident, any member of his/her household, a guest or a person under the resident's control threatens, obstructs or interferes with an HCS employee or any government official conducting official business on or around the premises;
- l. A subsequent or continued unreasonable disturbance;
- m. Two or more repeated non-material defaults under the lease within twelve (12) months;
- n. Resident's violation of applicable federal, state, or local laws; or
- o. If any part of the premises is condemned by any governmental authority.

## **B. Mitigating Circumstances**

Prior to HCS's decision to send a notice terminating the lease, HCS shall consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on household members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. See Chapter II, Section K – *Applicants and Residents Claiming Mitigating Circumstance* for additional details.

## **C. Notice Requirements**

If the HCS proposes to terminate the lease, the termination of the lease shall be by Federal and State law as follows or as may be amended in the future:

1. With respect to a termination relating to rent which is not paid within five (5) days from the due date under the lease, HCS shall provide written notice of termination as required pursuant to Florida Law and any other applicable laws;
2. With respect to non-material violations under the lease, HCS shall the resident with a 7-day written notice to cure;
3. With respect to any termination of lease for a material breach of the lease (excluding the payment of rent) or a non-material breach of the lease, HCS shall provide resident with a 30-day written notice of termination; and
4. The notice of termination to the resident shall state the reasons for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing in accordance with the Grievance Policy, Chapter IX of this MANUAL.

## **D. Recordkeeping Requirements**

In accordance to State of Florida records retention schedule, a written record of every termination and/or eviction shall be maintained by HCS at its offices, and shall contain the following information:

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

Such records may be maintained electronically.

## **IX. Grievance Policy**

When required by federal regulations, regarding HCS's action or failure to act having an aggrieved adverse effect on the individual resident's rights, duties, welfare or status, the housing applicant will be afforded informal reviews and aggrieved residents will be afforded informal hearings.

### **A. Applicant's Informal Reviews**

Applicants denied program participation or removed from the wait list shall be entitled to an informal review conducted by HCS. Applicants will be notified of such determination in writing, generally at the time of their initial certification appointment.

The process described in HCS's *Reasonable Accommodation Policy* and Procedures will be followed for applicants denied reasonable accommodation requests. Further, this describes the process that must be followed by designated HCS staff if he/she becomes aware during the informal review that an applicant's ineligibility determination occurred because of the applicant's disability.

It is an applicant's responsibility to notify HCS when there is a change in address.

#### **1. Processing Removals:**

- a. An applicant who is determined ineligible for housing program benefits or removed for failing to respond to notices, shall be notified in writing that his/her name will be removed from the wait list unless he/she requests an informal review by contacting HCS within thirty (30) days of the notice. Applicants whose mail is returned by the post office will be automatically withdrawn from the wait list.
- b. Applicants who have been removed from the wait list for failing to provide a Social Security number or (bad debt, termination information, or disputed information of possible double subsidy), may, request an informal review seeking reinstatement to his/her original place on the wait list.
- c. If HCS proposes to deny admission on the basis of a household member's criminal record, the household may request an informal review. HCS will not attach a copy of the criminal record with the denial notice to protect the household member's privacy. However, HCS will provide the household member with the criminal record and the head of household with a copy of the criminal record upon the household member's request either before or at the informal review and provide an opportunity to dispute the accuracy and relevance of that record. The applicant will have thirty (30) calendar days to dispute the accuracy and relevance of the record in writing. If HCS does not receive the dispute within the allotted time, the applicant will be denied participation and his/her name removed from the wait list.
- d. Once a wait list is closed, only applicants that have had an interruption in the eligibility process may request an informal review. Applicants that have not been selected, did not show to initial interview, or refused a unit without good cause will not be granted an informal review once the wait list has been closed.

#### **2. Requesting an informal review:**

Applicants may request an informal review in writing to the address or email indicated on the adverse action letter. The request must be made within thirty (30) days from the date of the notice. HCS will schedule the review for the next available date within thirty (30) days from receipt of request and forward written notification to the applicant.

3. Informal Review Procedures:

- a. The informal review will be conducted by designated HCS staff that shall listen to testimony or other evidence that the applicant may wish to present.
- b. The informal review's decision will be made in writing within thirty (30) calendar days of the review.
- c. Ineligibility due to an ongoing open criminal case is not appealable and an informal hearing will not be scheduled until final disposition (closure) of the case, unless the household member with the criminal case is removed from the application.
- d. The decision of the informal review shall be final. In extenuating circumstances, the HCS Director or designee may review and modify the decision of an informal reviewer. The informal review's decision, however, shall not abridge any other rights the applicants have under law.

## **B. Resident's Procedure for Obtaining an Informal Hearing**

1. Tenants who desire a hearing must submit a written request to the HCS's representative within ten (10) calendar days of receiving a notice of proposed adverse action. The written request must specify:
  - a. The reason(s) for the grievance or content of HCS's proposed action; and
  - b. The action or relief sought.

HCS will schedule the hearing for the next available date within thirty (30) days from the receipt of the request. The Reasonable Accommodation Process will be followed for residents denied reasonable accommodation requests. Further, this document describes the process that must be followed if the hearing panel becomes aware that the reason for the termination of assistance or other adverse action occurred because of the resident's disability.

2. A hearing may be held via telephone conference in situations where a health condition or portability prevents any of the parties from attending the hearing in person. Hearings held by telephone conferences are not allowed simply for the convenience of any of the parties. Any other reasons for telephone conference hearings shall be at the discretion of the HCS Director.
3. The notice of termination to the resident shall state the reasons for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing. If a grievance is presented by the household, orally or in writing, to the main office or site manager's office, the grievance may be discussed informally and settled without a hearing.

## **C. Applicability and Exclusions**

The grievance procedure shall be applicable to all individual grievances, with the following exceptions:

Any termination of tenancy or eviction that involves:

- a. Any violent or drug-related criminal activity on or off HCS- owned, managed or controlled housing, office, warehouse or other property;
- b. Any criminal activity (including non-violent) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of HCS; and
- c. Any criminal activity that resulted in felony conviction of a household member.

## **D. Hearings**

Tenants may request a hearing to dispute an HCS action. The Hearing shall consist of the HCS

Director's designee, the requesting tenant(s) and language interpreter, if necessary. The tenant may present information and evidence in support of his/her position. The decision of the HCS Director is final.

## **E. Hearing Process for Applicants and Residents**

1. The parties may be represented by legal counsel or another person chosen as a representative.
2. Prior to the hearing, the applicant or resident may examine and copy at his/her expense all documents, records, and regulations of HCS that may be relevant to the hearing, unless otherwise prohibited by law and in the event of hardship. In the event, HCS does not provide the applicant or resident with a copy of his or her file prior to the hearing, HCS is prohibited from relying on the contents of the file at the hearing as set forth in the federal regulations.
3. If the applicant or resident fails to appear at a scheduled hearing, except for verifiable good cause, the applicant or resident is in automatic default and the decision rendered by the HCS Director shall be final.
4. At the hearing, the applicant or resident must first show entitlement to the relief sought. Thereafter, HCS has the burden of justifying HCS's action, or failure to act, at which the complaint is directed.
5. Oral or 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.
6. The HCS Director must verify any document provided by the applicant or resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.

## **F. Decision of the Hearing**

1. The decision of the HCS Director shall be based solely and exclusively upon the facts and evidence presented at the hearing and upon applicable regulations and requirements. This decision shall be in writing by specifying the reasons thereof, within fourteen (14) calendar days of the hearing. A copy of the decision must be forwarded to the resident and another copy to the management office to be filed in the resident's records.
2. A decision by the HCS Director in favor of HCS, or which denies the relief sought by the resident in whole or in part, shall not constitute a waiver of or affect in any manner whatever, the resident's rights to trial de novo or judicial review in any judicial proceeding which may thereafter be brought in the matter.
3. The decision of the HCS Director shall be final.
4. Copies of hearing decision letters in addition to any documents or testimony presented at the hearing are kept on file as per State of Florida retention schedules by the hearing officer or on site.

## **X. Utilities and Maintenance Charges**

### **A. Utilities**

This section establishes the procedures for utility allowances for resident-purchased utilities. Utilities are defined as electricity, gas, water and sewer. Telephone and cable television are not considered utilities under this policy.

#### Review and revision of allowance

- a. Annual review: HCS shall review the utility allowances annually or in accordance with federal regulatory requirements and shall adjust the amount of utility allowance if necessary to reflect changes in utility rates and/or utility consumptions.

- b. Schedule of Utility Allowances: Schedules of utility allowances for each development are posted on the bulletin board in each development office and will be made available to the resident upon request.

## **B. Utilities Paid by the Resident**

1. Utility accounts established and maintained by the residents must be in the name of the head of household, spouse, or co-head.

## **C. Maintenance Charges**

1. Repair Charges.
  - a. Schedules of maintenance charges are posted in the HCS offices and will be made available to residents upon request.
  - b. Residents will be charged for material and services at the price list in effect at the time of repair for intentional damages or damages caused by negligence of the residents.
  - c. HCS will notify the resident by mail or in person of any maintenance charges for which he/she will be billed, and his/her rights to request a hearing under the grievance procedure.
  - d. At the tenant's request for a hearing, the charges will not become due until the grievance process has been completed.
2. Move-Out Charges:
  - a. Upon the move out inspection, residents will be held responsible for all damages beyond normal wear and tear to the unit and appliances.
  - b. Damages beyond normal wear and tear not repaired will be charged to the resident's security deposit and if necessary the resident's account at the time of move-out. The price list in effect as of the move-out date will be utilized to price labor and materials.
  - c. Photographs of the damages will be maintained in the tenant file in accordance to retention schedule.

## **XI. Determining Income and Rent**

### **A. Annual Income**

The Annual Income is calculated taking into consideration all amounts, monetary or not, which go to, or on behalf of, the household head, spouse, co-head or to any other household member (even temporarily absent); at the time of admission, reexamination, or recertification, and is based on:

- a. Actual income being received (projected forward for a 12-month period); or
- b. Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when: (1) The household reports little or no income; and (2) HCS is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).
- c. The Annual income also includes amounts derived from assets to which any member of the household has access (during the 12-month period).

Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in the Internal Revenue Service (IRS) regulations.

Withdrawals of cash or assets will not be considered income when used to reimburse the household for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered as income when used to reimburse the household for cash or assets invested in the property. If the household has net household assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net household assets or a percentage of the value of such assets based on the current passbook savings rate.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any household member.
7. Periodic and determinable allowances, such as alimony and child support payments (see note), and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of household members. (Note: Uncollected child support will not be counted as income so long as the household provides court documents demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court for more than three (3) months).
8. All regular pay, special pay, and allowances of a household member in the Armed Forces.
9. In determining annual income, HCS may request the household to provide documentation of current income. The household acceptable documentation can be either dated sixty (60) days prior to income determination or sixty (60) days following the date the income documentation is requested.
10. Historical Amounts: If HCS is unable to determine annual income using current information because the household reports little to no income or because income fluctuates, HCS may average past actual income received or earned within the last twelve (12) months before the determination date to calculate annual income.
11. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:
  - a. Annualize income by projecting the current monthly income for twelve (12) months even if the current income is not expected to last the entire twelve (12) months. Under this method, the household has the right to come in for an interim re-examination once the income decreases;
  - b. Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.

## **B. Items Not Included in Annual Income**

HCS is not required to verify fully excluded income and may accept an applicant or participant's self-certification of such income. Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident household, who are unable to live alone);
3. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, onetime lottery winnings, and settlement for personal property losses;
4. Amounts received by the household that are specifically for, or in reimbursement of, the cost of

- medical expenses for any household member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide;
  6. The full amount of student financial assistance paid directly to the student or the educational institution;
  7. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;
  8. Temporary, non-recurring, or sporadic income (including gifts);
  9. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by people who were persecuted during the Nazi era;
  10. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household, spouse, or co-head). Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption;
  11. Adoption assistance payments in excess of \$480 per adopted child;
  12. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;
  13. Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  14. Amounts paid by a state agency to a household with a developmentally disabled household member living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home;
  15. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
  16. The following is a list of benefits excluded by other federal statute:
    - a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
    - b. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;
    - c. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
    - d. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; and
    - e. Earned income tax credit refund payments received.

These exclusions may be amended from time to time as permitted or required by the federal regulations.

### **C. Anticipating Annual Income**

If it is not feasible to anticipate income for a twelve (12)-month period, HCS may use the annualized income anticipated for a shorter period. For example, this method would be used for teachers who are only paid for ten (10) months, or for tenants receiving unemployment compensation.

### **D. Rent Amounts**

All units in the City's Affordable Housing Program portfolio shall adhere to HOME Investments

Partnership Program (HOME) rents as determined by HUD and published at [www.hud.gov](http://www.hud.gov)

## **E. Rent Collection**

Clients are mailed a monthly rent statement listing any transactions processed that month and indicating the balance due. HCS has initiated the following rent payment options for its residents:

1. Online payment through major credit card or checking account.
2. Cash, check, money order will be accepted at Cashier locations. Payments of any kind will not be accepted at the site offices.

## **F. Security Deposit**

1. Security deposits must be equivalent to one month's rent. For new applicants, the security deposit is due within twenty-four (24) hours after lease is signed in the form of cash, cashier's check or money order.
2. During the time of recertification, Tenants will have to replenish their current security deposit if the new lease agreement reflects an increase in the rent. If the rent is decreased, then the Tenant will receive a reimbursement of any overage.

# **XII. Fair Housing and Equal Opportunity**

## **A. Non-discrimination Policy**

1. HCS complies with all federal, state, and local antidiscrimination laws including, but not limited to: the Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act.
2. No person shall, on the basis of race, color, sex, intersexuality, religion, national or ethnic origin, familial status, marital status, sexual orientation, gender identity, ancestry, age, pregnancy, disability, or source of income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by HCS.
3. HCS prohibits inquiries regarding sexual orientation or gender identity, which includes, but is not limited to, whether a person is transgendered.
4. HCS will provide applicants and participants with federal/state/local information regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.
5. HCS will display the Fair Housing poster at HCS offices. Upon eligibility determination, applicants will be provided with the Housing Discrimination Complaint form and information pertaining to procedures to be followed if the applicant believes he/she has experienced illegal discrimination.

## **B. Processing Non-Discrimination Complaints and Reasonable Accommodation Requests**

1. All applicable Fair Housing Information and Discrimination Complaint forms will be made available at HCS's office and/or by mailing copies of information to persons requesting same. In addition, all appropriate written information and advertisements will contain the appropriate written information, and advertisements will contain the appropriate Equal Opportunity language and logo.
2. HCS will assist any household that believes they have been discriminated against by providing copies of the federal and local housing discrimination forms and the addresses of the applicable offices. In addition, HCS will facilitate conciliation of discrimination complaints upon the request



- of complainants, to the greatest extent feasible.
3. HCS will cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.
  4. Reasonable accommodation requests are processed through the HCS.

### **C. Effective Communication Policy**

HCS has an Effective Communication Policy to ensure effective communication with applicants, residents, program participants, employees, and people with disabilities.

### **D. Emergency Evacuation Assistance Program Procedures**

In case of emergency, HCS will take all necessary steps to address specific needs of its residents in consistency with the City of Miami Beach Emergency Operations Center.

In preparation of the hurricane season, HCS will distribute the Hurricane Guide in electronic format to tenants and a physical copy will be available at 555 17<sup>th</sup> street. The Guide will be published online at [www.miamibeachfl.gov](http://www.miamibeachfl.gov).

Additionally, HCS's Emergency Operations Plan will continue to be reviewed to ensure that it contains all necessary provisions required for people with disabilities in emergency conditions. For more information on the City's Emergency Evacuation Plan, please visit [www.miamibeachfl.gov](http://www.miamibeachfl.gov).

### **E. Service Animals**

No pets shall be permitted on the premises, except those certified as a service pet, by an accredited, licensed agency. Service animals will be considered for residents with medical records documenting the need for a service animal. The pet shall then receive the appropriate training required for the service animal designation and the resident must also abide by the County requirements by providing annual vaccine records, rabies tag information and complying with the Pet Fee.

## **XIII. Domestic Violence**

### **A. Overview**

HCS is committed to protecting victims of domestic violence and will work with tenants, law enforcement officials and community-based agencies to ensure that services and supports are available.

### **B. Admission and Continued Occupancy Criteria**

1. An applicant cannot be denied admission or assistance solely because the person has been a victim of domestic violence, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
2. Residents or tenants who are victims of domestic violence must be handled as an exception to the federal One Strike Rule under documented incident of actual or threatened domestic violence.
3. If the tenant or affiliated individual is a victim of criminal activity directly related to domestic violence engaged in by a household member or guest or other person under the tenant's control, such criminal activity shall not be cause for eviction or termination.
4. Being a victim of domestic violence does not qualify as a serious or repeated violation of the

lease for terminating assistance, tenancy, or the occupancy rights of the victim.

5. HCS may allow for the perpetrator of domestic violence to be removed from the lease, while the remaining household members stay in the assisted unit, upon approval of the division director.
6. Victims of domestic violence will be considered for emergency transfers.

### **C. Evidence Required as Proof of Domestic Violence**

When confronted with cases of domestic violence, HCS will request the name of perpetrator if it is known to the victim. Additional documentation to accompany the victim's statement or in lieu of the victim's statement may include but is not limited to:

1. A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and her/his household;
2. Restraining or civil protection orders;
3. Medical records or statement from medical professional;
4. Documentation from a mental health professional;
5. Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
6. A record of an administrative agency or victim service provider;
7. Court records;
8. Statements signed by workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
9. Statement signed by counselors, if victim attended counseling;
10. Statement signed by attorney from whom the victim sought assistance in addressing domestic violence;
11. Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers;
12. Other credible evidence as corroborated by law enforcement or domestic violence providers.

Statements signed by above-mentioned professionals must attest to the professional's belief that the incident(s) are bona fide incident(s) of abuse and must also be signed by the victim.

### **D. Considerations for Victims of Domestic Violence**

HCS may consider:

1. The nature and severity of each case while exercising discretion on whether or not household members or their guests pose an actual **and** imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
  - a. Transferring the victim
  - b. Barring the perpetrator from the property
  - c. Contacting law enforcement
2. The effects of denial or termination of assistance on other household members who were not involved in the offense.
3. The conditions barring the culpable household member or affiliated individual from residing in or visiting the unit.
4. The circumstances relevant to an eviction or termination of tenancy based on the extent to which

the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.

5. The range of evidence as proof of domestic violence, which may include, but is not limited to: victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-50066.

## **E. Protection of Victims of Domestic Violence**

1. HCS may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, including, but not limited to, the following services and programs for domestic violence victims:
  - a. Domestic Violence Service Providers:
    - Safe Space Shelter: 305-758-2804
    - The Lodge: 305-693-1170
    - Coordinated Victims Assistance Center (CVAC): 305-285-5900
2. In determining if termination, removal or in some cases eviction is appropriate, HCS must consider the safety and well-being of victims, as well as the health, safety and peaceful enjoyment of other residents who may be affected by incidents or domestic violence. If the evicted individual is the sole tenant eligible to receive assistance under a covered housing program, HCS shall provide any remaining tenant an opportunity to establish eligibility. If a tenant described in the preceding sentence cannot establish eligibility, HCS shall provide the tenant a reasonable time, as determined by the appropriate agency, to find new housing or to establish eligibility for housing under another covered housing program.
3. HCS has developed linkages and referrals to appropriate counseling and law enforcement entities.
4. HCS may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
5. HCS may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
6. HCS may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

