



FY2018-19 Admissions and Continued Occupancy Policy

Revision Summary

Indicates policy has been added

~~Indicates policy has been removed.~~

[Note on changes to organization/structure and clarifying content throughout 2018 ACOP; this summary reviews only substantive changes to current policy and procedure.]

Reason for the Change in 3.1.L - Absent Family Members:

This section changes the definition of temporarily or permanently absent family members by changing the length of absence to 45 consecutive days. The current ACOP (Exhibit 1) states 90 consecutive days in reference to an employed head, spouse or co-head of household without defining other types of absent household members. Current practice uses the 45 consecutive day threshold to define whether a family member is temporarily or permanently absent because staff recognized that 90 days, roughly three (3) months, is an inordinate amount of time for a temporary basis and may allow for vulnerabilities in program integrity. This revision adopts current practice.

3.1.L ABSENT FAMILY MEMBERS

- (1) Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and illness.
- (2) **Definitions of Temporarily and Permanently Absent**

- (a) Generally an individual who is or is expected to be absent from the public housing unit for **45 consecutive days** or less is considered temporarily absent and continues to be considered a family member.
- (b) Generally an individual who is or is expected to be absent from the public housing unit for more than **45 consecutive days** is considered permanently absent and no longer a family member.
- (c) Exceptions to this general policy are discussed below.



Reason for Change in 3.1.L (6) - Absent Due to Incarceration:

This new section specifies the length of absence, 45 consecutive days, at which an incarcerated household member is considered permanently absent. This section also adds that SAHA may consider termination for certain types of offenses before 45 consecutive days have passed. This policy adopts and standardizes current practice and conforms to current Housing Choice Vouchers (HCV) policy.

3.1.L ABSENT FAMILY MEMBERS

(6) Absent Due to Incarceration

- (a) If any member of the household is incarcerated for more than 45 consecutive days, he or she will be considered permanently absent.
- (b) SAHA will determine if the reason for incarceration is for drug-related or violent criminal activity, which may result in the termination of assistance prior to the 45 consecutive days.

Reason for Change in 3.1.L (7) - Absence of Entire Family:

This new section clarifies rules and procedures in the event that an entire household has left a unit but may not have moved out. The policy is modeled after similar policies in HCV. This standardizes varying practices and procedures at different PH developments and will help align PH and HCV policies and procedures.

3.1.L ABSENT FAMILY MEMBERS

(7) Absence of Entire Family

- (a) The below guidelines address situations in which the family is absent from the unit, but has not moved out of the unit.
 - (i) In cases where the family has moved out of the unit, SAHA will terminate assistance in accordance with termination procedures contained in this Plan.
 - (ii) Families are required to notify SAHA at least 30 days before they move out of the unit.



- (iii) Families must notify SAHA within 10 days after leaving the unit if they are going to be absent from the unit for more than 45 consecutive days.
- (iv) If the entire family is absent from the assisted unit for more than 45 consecutive days, the unit will be considered vacated and the assistance will be terminated.
- (v) To determine if the family is absent from the unit, SAHA may:
 - (A) Write letters to the family at the unit
 - (B) Telephone the family at the unit
 - (C) Interview neighbors
 - (D) Verify if utilities are in service
 - (E) Check with post office
- (vi) SAHA will not approve an extension beyond 90 consecutive calendar days.

Reason for Change in 3.3.C - Other Permitted Reasons for Denial of Admission:

This revision specifies that “recent” criminal activity refers to activity within the past five years. This definition applies to applicant screening policies for the purposes of denying admission to PH. This change clarifies the scope of time that staff must consider when screening applicant families for admission. The current ACOP policy (Exhibit 2: Screening and Eviction Policy) requires staff to judge whether each applicant has a recent history or pattern of criminal activity but does not quantify or explain these terms. Current practices for criminal history screening varies, resulting in potential vulnerabilities in program integrity. This change creates a uniform standard across PH properties and aligns with current HCV policies.

3.3.C OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

(2) Criminal Activity [24 CFR 960.203(c)]

- (a) SAHA is responsible for screening family behavior and suitability for tenancy. In doing so, SAHA may consider an applicant’s history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.



- (i) If any household member is currently engaged in or has recently engaged in, within the past five (5) years, any of the following criminal activities, the family will be denied admission.
 - (A) *Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].
 - (B) *Violent criminal activity*, defined by HUD as 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, serious bodily injury or property damage [24 CFR 5.100].
 - (C) Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].
 - (D) Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.
 - (E) Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.
- (ii) A conviction for such activity will be given more weight than an arrest or an eviction. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
- (iii) In making its decision to deny assistance, SAHA will consider the factors discussed in Sections 3.3.E and 3.3.F. Upon consideration of such factors, SAHA may, on a case-by-case basis, decide not to deny assistance.

Reason for Change in 3.3.C (3) - Previous Behavior:

This section changes the financial screening criteria for applicants by adding consideration for mitigating circumstances and establishing a time frame of 3 years for rental history. This change recognizes that the low-income population SAHA serves is more likely to have difficulty making market-rate rental payments and should not automatically be excluded from admission. The current ACOP (Exhibit 2: Screening and Eviction Policy) includes similar factors for assessing applicants' past financial performance, but current practice results in some variation in admission rates. This policy adopts a more consistent method for screening applicants that incorporates more realistic indicators for resident suitability.



3.3.C OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

(3) Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]

- (b) As discussed in Section 3.3.F, SAHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

- (i) SAHA will deny admission to an applicant family if SAHA determines that the family:
- (A) Has one (1) or more evictions for non-payment of rent within the past three (3) years;
 - (1) SAHA will consider extenuating circumstances such as whether the applicant's rent was subsidized or not at the time of such evictions.
 - (B) Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past three (3) years;
 - (C) Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing programs;
 - (D) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - (E) Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent;
 - (F) Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants; or
 - (G) Has engaged in or threatened violent or abusive behavior toward PHA or property management personnel.
 - (1) *Abusive or violent behavior* towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.



- (2) *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- (ii) SAHA will consider the existence of mitigating factors such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.
- (iii) In making its decision to deny assistance, SAHA will consider the factors discussed in Sections 3.3.E and 3.3.F. Upon consideration of such factors, SAHA may, on a case-by-case basis, decide not to deny assistance.

Reason for Change in 4.2.F - Updating the Waiting List:

This section adds two conditions under which applicants will be removed from the public housing waiting list. This change was identified as a process improvement measure to clear long waiting lists after applicants had selected multiple developments on the application. This change will help ensure that individuals listed on the applicant waiting list have not already secured public housing.

4.2.F UPDATING THE WAITING LIST

(2) Removal from the Waiting List

- (a) If the applicant would like to remove themselves from a preferred development, the applicant must make the change through the online applicant portal.
- (b) If SAHA determines that the family is not eligible for admission (see Chapter 3) at any time while the family is on the waiting list, the family will be removed from the waiting list for all preferred developments.
- (c) If a family is removed from the waiting list because SAHA has determined the family is not eligible for admission, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application.
- (d) The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal hearing regarding SAHA's decision (see Chapter 14) [24 CFR 960.208(a)].



- (e) Under any of the following conditions, applicants will be removed from the waiting list for all preferred developments:
- (i) The applicant has already accepted an offer of public housing from SAHA;
 - (ii) The applicant is currently housed in public housing as the Head of Household;
 - (ii) The applicant failed to respond within the 10-day period to SAHA's first-class mail correspondence to confirm their continued interest or mail correspondence is returned by the post office during an update of the waiting list;
 - (iii) The applicant failed to respond and attend an Early Engagement session as required for admittance into the Public Housing program;
 - (iv) The applicant failed to respond to the eligibility letter and has not scheduled an eligibility appointment to complete the application;
 - (v) The applicant failed to keep a scheduled interview or failed to respond to SAHA regarding information that is necessary to remain on the waiting list;
 - (vi) If information is received that the applicant is deceased;
 - (vii) The applicant was offered a unit at their selected "preferred development" and refused two offers with or without good cause; or
 - (viii) The applicant will be withdrawn from all Public Housing waiting list once they have been selected from two or more preferred developments.
- (f) SAHA will consider all reasonable accommodations and/or mitigating circumstances when determining to withdraw an application from the waiting list.
- (g) When a family is removed from the waiting list at their request, for failure to respond to correspondence, or to schedule an interview, no informal hearing will be offered. Failure to act on the part of the applicant prevents SAHA from making an eligibility determination.



Reason for the Change in 4.2.F - Updating the Waiting List:

This section adds a preference for non-elderly disabled families on the waiting list for one of SAHA's two 80/20 elderly/disabled developments, if that development is unable to meet the 80/20 ratio. This preference will solve current concerns about below-target elderly admissions and the resulting stalled waiting lists. This preference will help preserve the intent of the 80/20 initiative, reduce waiting list times for non-elderly disabled families and improve occupancy rates for the two developments.

4.3.B SELECTION METHOD

(2) Local Preferences [24 CFR 960.206]

- (d) Any local preferences established must be consistent with SAHA's plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources [24 CFR 960.206(a)].

(g) Waiting List Preferences

(iv) **Elderly Preference (40 Points) - Extended to elderly families for 80/20 properties**

(A) SAHA implemented an 80 to 20 ratio of elderly to non-elderly disabled residents at Fair Avenue, WC White and Lewis Chatham to maintain an optimal mixed population in each community.

(B) SAHA will select elderly residents from the waiting list at a higher rate than the 4-to-1 ratio to assist properties in meeting the target 80/20 mix .

(C) Preference Eligibility:

(1) Be a elderly family; and

(2) Select Fair Avenue, WC White or Lewis Chatham through the online application.

- (h) SAHA must not give any preference to an application if a family member was evicted from housing assistance within five (5) years because of drug-related criminal activity, unless a participant in the Restorative Housing Program Pilot.



- (i) SAHA may grant an admission preference for a household with a family member who was evicted from housing assistance within five (5) years due to drug-related criminal activity, in any of the following cases:
 - (i) If SAHA determines that the evicted person successfully completed a rehabilitation program approved by SAHA;
 - (ii) If SAHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity;
 - (iii) If SAHA determines that the evicted person no longer participates in any drug-related criminal activity;
 - (iv) If the family already resides in assisted housing; or
 - (v) If the President & CEO suspends preferences due to a negative effect on Operations.

Reason for Change in 5.2.B - Number of Offers:

This section adds how units are offered to applicants by providing only one unit offer at the time of selection off the waiting list. SAHA does not currently have a unit offer plan policy for applicants but current procedure provides two unit offers for applicants. At the eligibility pool level, applicants can decline a unit if there is a reasonable accommodation, but they must then remain in the pool for that property until the next unit becomes available that meets their preferences. Changing the plan to provide one unit offer simplifies the process in the event that the unit is refused for good cause. This section may also reduce applicants' wait time by no longer requiring a second unit to become available before applicants receive a notice of eligibility and are taken off the applicant waiting list. This section adds an important procedure into policy and includes procedural adjustments to remove administrative burdens and lessen delays in housing eligible families.

5.2.B NUMBER OF OFFERS

(1) SAHA has adopted the following unit offer plan:

One (1) Unit Offer:

(a) The applicant will be offered a suitable unit at their preferred development.

(b) The applicant will only be given one (1) unit offer unless there is good cause for unit refusal as described in 5.2.D.



Reason for Change in 6.1.C - Anticipating Annual Income:

This section changes the number of required pay stubs from three (3) to four (4) for verification of income. This change allows for greater resources for SAHA to verify income and aligns with HCV policy.

6.1.C ANTICIPATING ANNUAL INCOME

(2) Basis of Annual Income Projection

- (c) HUD allows SAHA to use tenant-provided documents to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where SAHA does not determine it is necessary to obtain additional third-party data.

(i) When EIV is obtained and the family does not dispute the EIV employer data, SAHA will use current tenant-provided documents to project annual income. When the tenant-provided documents are pay stubs, SAHA will obtain **four (4) current and consecutive** pay stubs dated within the last 90 days.

(ii) If the pay stubs are accepted, they will be valid for 180 days from the eligibility appointment in an effort to sustain eligibility pools.

Reason for Change in 6.1.G - Assets:

This section clarifies that any bank account statements required for verification include both checking and savings accounts. This change adds clarity to bank statement requirements, allows for greater resources for SAHA to verify income and aligns with HCV policy.

6.1.G ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

(1) Overview

(2) General Policies



- (iii) For example, if a family member owns real property that typically receives rental income but the property is currently vacant, SAHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

(ii) SAHA will obtain tenant-provided documentation of current assets during the application and recertification process. Applicants and residents will be required to provide current statements for [both checkings and savings accounts](#).

(iii) Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to SAHA to show why the asset income determination does not represent the family's anticipated asset income.

Reason for Change in 6.2.F - Child Care Expense Deduction:

This section clarifies the amount of child care expenses that can be deducted by defining reasonable costs and capping costs according to IRS standards. This change simplifies the process of assessing the deduction, aligns with other federal government standards and aligns with current HCV policy.

6.2.F CHILD CARE EXPENSE DEDUCTION

(6) Eligible Child Care Expenses

(c) *Necessary and Reasonable Costs*

- (i) Child care expenses will be considered necessary if:
 - (A) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and
 - (B) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.



- (ii) Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time.
- (iii) For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.
- (iv) SAHA defines reasonable and caps the child care expense deduction, as follows:
 - (A) 30% of the family's annual income; and
 - (B) the IRS dollar limit for child care expenses:
 - (1) up to \$3,000 annually for one child and
 - (2) up to \$6,000 annually for two or more children.

Reason for Change in 6.3.E - Flat Rents and Family Choice in Rents:

This section removes the option for families to change between flat and income-based rents at any time. Removing this policy still allows for families to choose a different rent type following a change in the family's income or circumstances. This change removes the potential for unnecessary "rent shopping" by participants, which results in additional staff time and resources to process multiple changes. This section reflects updates to an MTW Activity.

6.3.E FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]

(1) Flat Rents [24 CFR 960.253(b)]

(2) Family Choice in Rents [24 CFR 960.253(a) and (e)]

- (a) Once each year, SAHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. SAHA must document that flat rents were offered to families under the methods used to determine flat rents for SAHA.

- (i) SAHA will offer a family the choice between flat and income-based rent upon admission and upon each subsequent biennial / triennial reexamination.
- (ii) The family may still choose a different rent type at any time, independent of the notification.



Reason for Change in 7.1.B - Overview of Verification Requirements

This section includes the policy of using current third-party documents to verify assets totaling under \$5,000 with the addition that for assets totaling under \$25,000 SAHA will accept families' self-certification. This change addresses staff concerns that assets may be within a reasonably lower range but still total over \$5,000, requiring additional steps to obtain verification. This section establishes a \$25,000 threshold for self-certifying the value of family assets and allows for additional flexibility on the part of residents and reduced staff time on unnecessary administrative tasks.

7.1.B OVERVIEW OF VERIFICATION REQUIREMENTS

(6) When Third-Party Verification is Not Required [Notice PIH 2010-19]

(d) *Value of Assets and Asset Income [24 CFR 960.259]*

(i) For families with net assets totaling \$5,000 or less, SAHA may accept the family's declaration of asset value and anticipated asset income. However, SAHA is required to obtain third-party verification of all assets regardless of the amount during the intake process, whenever a family member is added, and at least every three years thereafter.

(ii) For families with net assets totaling \$5,000 or less, SAHA will use current third-party documentation for assets as part of the intake process, whenever a family member is added, and during each recertification.

(iii) SAHA will accept the family's self-certification of the value of family assets and anticipated asset income for net assets totaling \$25,000 or less.

(iv) Third-party verification is still required for assets totaling a value more than \$25,000.

Reason for Change in 8.1.E - Security Deposits:

This section outlines amounts and procedures surrounding security deposits from admission to move-out. This section changes the security deposit amount from \$150.00 for all properties to \$150.00 for elderly/disabled developments and \$200.00 for general



occupancy or family developments. Changing deposit amounts by property type balances the need to consider residents' limited resources to pay deposits with staff's concerns that move out charges generally exceed \$150.00. These changes also standardize procedures for when deposits are paid, when deposits are transferred to a new property and how deposits are refunded less applicable charges. This section allows for greater accountability in covering move-out costs and improves consistency in procedures across developments.

8.1.E SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

- (4) Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

- (a) Residents must pay a security deposit to SAHA at the time of eligibility determination.
 - (i) For units at elderly / disabled developments, security deposit amount is \$150.00.
 - (ii) For units at general occupancy developments, security deposit amount is \$200.00.
- (b) The amount must be paid in full unless a hardship for the applicant and an installment payment agreement has been granted.
- (c) if the resident transfers to another unit, SAHA will transfer the security deposit to the new unit, unless the transfer is to a third party-managed property. The tenant will be billed for any maintenance or other charges due for the previous unit.
- (d) SAHA will hold the security deposit for the period the family occupies the unit. SAHA will not use the security deposit for rent or other charges while the resident is living in the unit.
- (e) Within 30 days of move-out, SAHA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.
- (e) SAHA will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. The notice will be sent to the resident's last known address. If the resident disagrees with the amount charged, SAHA will provide a meeting to discuss the charges.



Reason for Change in 8.1.F - Payments Under the Lease:

This section puts the practice of rent payments due dates, the first of the month or next business day, into policy. This section also clarifies that any notices of rent adjustment will be provided to the family and attached to the lease. Placing these current practices into policy improves program integrity by reducing the potential for inconsistencies or exceptions at different developments.

8.1.F PAYMENTS UNDER THE LEASE

(1) Rent Payments [24 CFR 966.4(b)(1)]

(b) The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and SAHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

(i) SAHA will apply resident payments to the oldest balance on the account before any current charges are credited, including rent charges.

(ii) The tenant rent is due and payable at the property office on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

(ii) If a family's tenant rent changes, SAHA will notify the family of the new amount and the effective date by sending notice of the rent adjustment, which will become an addendum to the lease.

Reason for Change in 8.2.D - Inspection Results:

This section illustrates the types of emergency conditions that require SAHA to make repairs or otherwise address the emergency within 24 hours. Current policies vary on what types of problems are considered emergencies under this section, and this change more clearly identifies examples of hazardous unit conditions. This change also standardizes the heating and cooling conditions requiring emergency repairs under this section. These changes contribute to safer unit conditions by streamlining the conditions under which emergency repairs are made across properties.

8.2.D INSPECTION RESULTS



(a) **Emergency Repairs [24 CFR 966.4(h)]**

- (iii) If SAHA cannot make repairs quickly, SAHA must offer the family standard alternative accommodations. If SAHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

- (A) When conditions in the unit are hazardous to life, health, or safety, SAHA will make repairs or otherwise abate the situation within 24 hours.
- (B) Defects hazardous to life, health or safety include, but are not limited to, the following:
- (1) Lack of security for the unit;
 - (2) No utilities (e.g., electric, gas, and water);
 - (3) Waterlogged ceiling in imminent danger of falling;
 - (4) Major plumbing leaks, flooding, or sewer back ups;
 - (5) Natural gas leak or fumes;
 - (6) Nonfunctional heating equipment when exterior temperature is below 65 degrees;
 - (7) Nonfunctional cooling equipment when exterior temperature is above 80 degrees;
 - (8) Obstacle(s) preventing the tenant's exit from the unit;
 - (9) Lack of at least one functional smoke detector on each floor level of the unit;
 - (10) Missing or damaged fencing around swimming pool;
and
 - (11) Non-functioning toilet (if the unit does not have more than one (1) toilet).



Reason for Change in 9.1.C - Scheduling Annual Reexaminations:

This section includes an update from the MTW Activity FY2019-3: Alternative Recertification Schedule. As stated in the MTW Activity:

“As residents move to biennial and triennial reexamination schedules, it becomes more efficient to coordinate notification and update requirements in accordance with their new reexamination schedules. Therefore, SAHA will conduct review procedures related to community service requirements, flat rent notice and family composition updates for PH individuals at the time of reexamination.”

This section adds the policy to conduct a new annual reexamination for existing residents moving to a new unit in order to realign notification dates as described in the MTW Activity. This section also adds policy for households receiving 100% fixed income to be certified on a triennial basis, as also described in the MTW Activity.

9.1.C SCHEDULING ANNUAL REEXAMINATIONS

- (1) SAHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

(a) Generally, SAHA will schedule annual reexaminations to coincide with the family's anniversary date. SAHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

(b) If the family moves to a new unit, SAHA will perform a new annual reexamination, unless a reexamination has been conducted within the last 120 days.

(c) Triennial Recertifications

(i) For households on a 100% fixed income, SAHA will conduct a recertification of household income and family composition every three years.

(ii) In the interim years, the family's income will be adjusted at the family's annual recertification date to reflect any changes involving the utility allowance.

(d) Biennial Recertifications

For participant households not meeting the requirements of the triennial recertification cycle, SAHA will conduct a recertification of household income and family composition every two years.



Reason for Change in 9.2.C - Reexamination in Family Composition (“Annual Update”):

This section includes an update from the MTW Activity FY2019-3: Alternative Recertification Schedule. As stated in the MTW Activity:

“As residents move to biennial and triennial reexamination schedules, it becomes more efficient to coordinate notification and update requirements in accordance with their new reexamination schedules. Therefore, SAHA will conduct review procedures related to community service requirements, flat rent notice and family composition updates for PH individuals at the time of reexamination.”

This section incorporates the change from annual updates to updating family composition at the time of recertification.

9.2.C REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

(3) Scheduling

- (a) SAHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

(i) For families paying flat rents, updates of family composition will be done at the time of recertification.

Reason for Change in 9.3.C - Changes Affecting Income or Expenses:

This section changes families’ required reporting of income increases to report all increases in earned income within 10 business days. This change also requires SAHA to process all changes in earned and unearned income. The current ACOP (7.2.C Interim Reexaminations) requires SAHA to process changes in earned income only if the monthly increase is over \$200.00, as verified by families’ signature on a written statement. The purpose of this section is to better understand the amount of staff time and resources required for processing all changes in earned and unearned income. The data collected following this change may support future procedural changes similar to current HCV policies.

9.3.C CHANGES AFFECTING INCOME OR EXPENSES



(3) Family-Initiated Interim Reexaminations

(b) *Required Reporting*

- (i) HUD regulations give SAHA the discretion to determine the circumstances under which families will be required to report changes affecting income.

(A) Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.

(B) SAHA will process all changes in earned and unearned income.

Reason for Change in 11.1.C - Determination of Exemption Status and Compliance:

This section adds policy to notify the family 120 days before the lease term ends to submit community service verification documents within ten (10) business days. This new policy addresses staff concerns that at the end of the lease term when staff usually learns that residents have not completed community service hours, there are few options for residents to catch up to complete the hours and are considered noncompliant. In order to have a greater likelihood that families actually complete community service requirements and maintain good standing at the end of the lease term, this section would allow residents more advance notice and an earlier deadline to return documentation. This earlier deadline aids staff in preparing residents to complete the service requirement and in providing earlier notice of noncompliance to residents with the potential for correcting the noncompliance.

11.1.C DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]

(2) Annual Determination

(a) *Determination of Exemption Status*

- (i) An exempt individual is excused from the community service requirement [24 CFR 960.603(a)].



(ii) Approximately 120 days prior to the end of the lease term, SAHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have ten (10) business days to submit the SAHA required documentation form(s).

(iii) If the family fails to submit the required documentation within the required timeframe, or SAHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11.1.E.

Reason for Change in 12.3.B - Types of Resident Requested Transfers:

This section changes the types of transfers available to residents by adjusting the definition of split family transfers and removing transfers due to neighbor disputes and deconcentration requirements. The split family transfer removes provisions for changes due to separation and divorce to conform to the policy in 3.1.C Family Breakup and Remaining Member of Tenant Family, which states that if a family breaks up into two separate otherwise eligible families, only one of the new families will retain occupancy of the unit. It is the current policy that other former family members may submit a new application with a new application date if the waiting list is open. Neighbor dispute transfers were removed in response to staff concerns of managing interpersonal or unnecessary conflicts, and deconcentration transfers were removed because deconcentration efforts are included within SAHA-required transfers.

12.3.B TYPES OF RESIDENT REQUESTED TRANSFERS

SAHA will consider the following as regular priority transfer requests:

(7) **Split Family - Administrative Category 2**

When a family's composition has ~~changed due to separation or divorce or~~ increased due to the addition of children through birth, adoption or court-awarded custody and the family exceeds occupancy standards for the largest unit available on-site, the family can be offered a split transfer into two units.

Based on the most recent lease, each new family must have one adult listed as its household head and that household head must be legally capable of executing a lease.



(8) Request for Larger Unit Size - Administrative Category 2

When a family requests a larger bedroom size unit even though the family does not meet SAHA's definition of overcrowded, as long as the family meets SAHA's occupancy standards for the requested size unit.

~~(9) Neighbor Disputes~~

~~(10) Deconcentration Requirements~~

Transfers requested by the resident are considered discretionary for the resident.

Reason for Change in 12.4.C Transfer Offer Policy:

This section specifies the amount of time residents have to respond to a unit offer and clarifies that refusing a resident-requested offer without good cause will result in removal from the transfer list. This change addresses staff concerns that residents may "shop" for additional transfer offers, causing delays and administrative burdens. Additionally, the exception granted for transfers within the six months off the waiting list conforms to reasonable accommodation policies. This change intends to improve the efficiency of the transfer process and reduce the potential for program misuse.

12.4.C TRANSFER OFFER POLICY

- (1) SAHA will offer a unit based on the transfer request.
- (2) The resident will have three (3) business days to accept or refuse the offer.
- (3) The resident may refuse the unit offer for *good cause* only. Reasons for good cause can be found in the following section.
- (4) When the transfer is required by SAHA, the refusal of that offer without good cause will result in lease termination.
- (5) When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list. In such cases, the family must wait six months to reapply for another transfer, unless a reasonable accommodation or accessible unit transfer is requested and approved.

Reason for Change in 16.3.B - Family Debts to SAHA:



This section adds guidelines for repayment procedures according to debt amounts and provides methods for calculating monthly payments that do not exceed limits within a specified timeframe. This section places current procedures into policy in order to further emphasize and enforce uniform standards for repayment agreements across developments.

16.3.B FAMILY DEBTS TO SAHA

(3) General Repayment Agreement Guidelines

(a) Debt Amounts and Repayment Time Periods

(i) Debts of \$300 or Less

If the family owes a balance of \$300 or less, SAHA requires the family to make a downpayment and repay its debt within a maximum of 6 months from the execution of the repayment agreement.

(ii) Debts Greater than \$300 but Less Than \$1,000

If the family owes a balance greater than \$300 but less than \$1,000, SAHA requires the family make a downpayment and repay its debt within 12 months of the execution of the repayment agreement.

(iii) Debts of \$1,000 or Greater

If the family owes a balance of \$1,000 or more, SAHA requires the family to make a downpayment and repay its debt within a maximum of 18 months from the execution of the repayment agreement.

(b) Payment Thresholds

(i) Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income, which is considered “affordable.”

(ii) Moreover, Notice PIH 2010-19 acknowledges that SAHA has the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].



(i) SAHA will not require families to make monthly repayments that, with the family's monthly share of rent, exceed 40 percent of the family's monthly adjusted income.

(c) Down Payment Requirement

(i) Debts of \$300 or Less

(A) The amount of the down payment will equal 10 percent of the full debt amount. If the sum of the monthly repayment amount and TTP would exceed 40% of the resident's Monthly Adjusted Income within the required timeframe, the resident will pay a higher down payment to ensure payments under the 40% threshold can be completed within the timeframe.

For example, if a family owes a debt in the amount of \$275 and SAHA calculates monthly repayments not to exceed \$40 (\$40 X 6 months = \$240), SAHA will require the family to pay a total down payment of \$35:

\$275 X .10 = \$27.50 base down payment;

\$275 - \$27.50 = \$247.50 full debt amount less 10 percent;

\$247.50 - 240 = \$7.50 remaining debt less monthly payments;

\$7.50 + \$ 27.50 = \$35 total down payment due within 10 business days of the date on the repayment agreement.

(B) Failure to pay the total down payment within 10 business days of the execution date of the repayment agreement is considered a breach of the repayment agreement.

(ii) Debts Greater than \$300 but Less than \$1000

(A) If SAHA calculates monthly repayments that, due to the 40% threshold limitation and TTP, will not allow for the debt to be paid in full within a 12-month period, SAHA will require the family to pay the base down payment of 10 percent of the full debt amount, plus the difference of the remaining debt amount and the sum of 12 monthly payments, within 10 days of the execution date of the repayment agreement.

For example, if a family owes a debt in the amount of \$900 and SAHA calculates monthly repayments not to exceed



\$50 (\$50 X 12 months = \$600). SAHA will require the family to pay a total down payment of \$300:

\$900 X .10 = \$90 base down payment;

\$900 - \$90 = \$810 full debt amount less 10 percent;

\$810 - \$600 = \$210 remaining debt less monthly payments;

\$90 + \$ 210 = \$300 total down payment due within 10 business days of the date on the repayment agreement.

(B) Failure to pay the down payment within 10 business days of the execution date of the repayment agreement is considered a breach of the repayment agreement.

(iii) Debts Greater than \$1000

(C) If SAHA calculates monthly repayments that, due to the 40% threshold limitation and TTP, will not allow for the debt to be paid in full within an 18-month period, SAHA will require the family to pay the base down payment of 10 percent of the full debt amount, plus the difference of the remaining debt amount and the sum of 12 monthly payments, within 10 days of the execution date of the repayment agreement.

For example, if a family owes a debt in the amount of \$2000 and SAHA calculates monthly repayments not to exceed \$60 (\$60 X 18 months = \$1080), SAHA will require the family to pay a total down payment of \$800:

\$2000 X .10 = \$200 base down payment;

\$2000 - \$200 = \$1800 full debt amount less 10 percent;

\$1800 - \$1080 = \$720 remaining debt less monthly payments;

\$720 + \$200 = \$920 total down payment due within 10 business days of the date on the repayment agreement.

(D) Failure to pay the down payment within 10 business days of the execution date of the repayment agreement is considered a breach of the repayment agreement.

(e) Execution of the Agreement

(i) The head of household must sign the repayment agreement.



(f) Due Dates

(i) All payments are due by the close of business on the 5th day of the month. If the 5th does not fall on a business day, the due date is the close of business on the first business day after the 5th.

(g) Late or Missed Payments

(i) If the payment is not received by the end of the business day on the due date, the following actions will occur:

- (A) The repayment agreement will be considered in default;
- (B) The debt will be due in full;
- (C) The resident will not be eligible for future repayment agreements; and
- (D) SAHA will terminate tenancy in accordance with the policies in Chapter 13.

(h) No Offer of Repayment Agreement

SAHA will not offer the family a repayment agreement when the following circumstances apply:

- (i) The family is an applicant;
- (ii) The family has an existing repayment agreement with SAHA; or
- (ii) The amount owed by the family exceeds \$3,000 when:
 - (A) If the amount owed by the family exceeds \$3,000, the family may pay a larger down payment in order to reduce the total amount owed to or below the \$3,000 cap.

(4) Debt Forgiveness

Debts will be forgiven by SAHA if:

- (a) The debtor is deceased or is otherwise "judgement proof"; or
- (b) SAHA cannot produce supporting documentation of the debt incurred.

(5) Repayment Agreements Involving Improper Payments

(a) Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:



- (i) A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which SAHA may terminate assistance because of a family's action or failure to act;
- (ii) A statement clarifying that each month the family not only must pay to SAHA the monthly payment amount specified in the agreement but must also pay to SAHA the monthly tenant rent;
- (iii) A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases; and
- (iv) A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy.

Reason for Change in 16.4 - Representation of Family:

This section changes the policy surrounding the use of designees and other third parties representing families in varying capacities. This section conforms to the recently implemented family representation policy in HCV, which outlines the different roles of designees and advocates in representing a family. One important change is that a reasonable accommodation must now be requested and approved for a designee to be authorized to conduct business with SAHA on a family's behalf. These changes were made for the purpose of protecting the rights of assisted families and preventing program abuse. By matching the HCV policy, this section closes loopholes and provides necessary safeguards to respect families' rights to representation while limiting their potential for abuse and exploitation.

16.4 REPRESENTATION OF FAMILY

16.4.A OVERVIEW

- (1) Generally, a family may be accompanied by a representative to assist the family in:
 - (a) The application process.
 - (b) The certification process.
 - (c) Informal conferences.
 - (d) Informal reviews.
 - (e) Informal hearings, or



- (f) Any other meetings with SAHA staff.
- (2) If a family has provided contact information for a person or organization on the Supplement to Application for Federally Assisted Housing (Form HUD-92006), SAHA will contact that designated person or organization for matters specified by the completed form.
- (3) A family representative may not conduct business with SAHA in the absence of the family unless the representative is an authorized designee or is representing the family on behalf of a community advocacy organization.
- (4) Representation of a family will be at the family's own expense.

16.4.B DESIGNEES

- (1) A **designee** is a person whom the family authorizes as an agent to conduct business with SAHA on the family's behalf through a Power of Attorney or as a reasonable accommodation for persons with disabilities.
- (2) The family may designate one person as the family's designee unless additional designees are required as a reasonable accommodation for persons with disabilities.
- (3) **Caseworkers of Partner Agencies**
 - (a) Caseworkers of referral agencies partnered with SAHA will be granted designee status without verification of a need for a reasonable accommodation.
 - (b) A caseworker of a referral agency must submit an authorization from the family to conduct business on the family's behalf.
- (4) The family will be held responsible for any family-caused errors or program fraud caused by the family's designee.
- (5) If the designee requests an action that may affect the family's eligibility for continued assistance, SAHA will verify the request with family before approving the request.
- (6) SAHA reserves the right to deny or revoke a person's status as a family designee if:
 - (a) The person commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - (b) The person commits drug-related criminal activity or violent criminal activity;



- (c) The person has been permanently disapproved for participation in SAHA's housing programs as an owner, property manager or agent;
- (d) The person has been terminated from any federally-assisted housing program within the past five (5) years;
- (e) The person's actions cause a program violation or family-caused error that negatively impacts the family's housing assistance; or
- (f) The person has a personal financial interest in any matter concerning the family's housing assistance.

16.4.C ADVOCATES

- (1) An **advocate** is a representative of an established community organization which publicly supports or recommends a particular cause or policy.
 - (a) Persons who meet this definition represent families in a professional capacity as an official representative of his or her organization.
 - (b) Community advocacy organizations include, but are not limited to, the following:
 - (i) Texas RioGrande Legal Aid, Inc.
 - (ii) Fair Housing Council of Greater San Antonio
 - (iii) League of United Latin American Citizens
- (2) An advocate may conduct business on behalf of a family concerning specific matters (e.g., eligibility, rent calculation, termination, etc.)
- (3) An advocate must submit a formal written request on the organization's letterhead to obtain information regarding a family's account.
 - (a) All requests to release information must include the following:
 - (i) Detailed description of the request;
 - (ii) Head of Household name;
 - (iii) Head of Household's last 4 of Social Security Number;
 - (iv) Head of Household's written authorization for the advocate to obtain the requested information; and
 - (v) Head of Household signature.
 - (b) SAHA will respond to requests from advocacy organizations within 10 business days of the date the request is received.
- (4) An advocate may not sign documents on a family's behalf.



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