

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR MILL COVE**

SOUTH PORTLAND HOUSING AUTHORITY

Revised 05/31/2024

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the SOUTH PORTLAND Housing Authority's policies for the operation of Mill Cove Apartments incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

The policy outlines the procedures that will be followed in selecting tenants for Mill Cove Apartments. Mill Cove offers subsidized rents for 72 one-bedroom units and 10 two-bedroom units. Rents are based upon the total household income. Ninety percent (90%) of the units at Mill Cove (74 units) will be reserved for Elderly housing (62 and older) and ten percent (10%) of the units at Mill Cove (8 units) will be reserved for non-elderly, disabled. This new tenant selection will be effective February 1, 2014.

1.0 FAIR HOUSING

It is the policy of the SOUTH PORTLAND Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The SOUTH PORTLAND Housing Authority shall affirmatively further fair housing in the administration of Mill Cove.

No person shall, on the grounds of race, color, sex, religion, ancestry, national or ethnic origin, familial status, disability, or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the SOUTH PORTLAND Housing Authority's programs.

No inquiries shall be made about a person's sexual orientation or gender identity. However, the SOUTH PORTLAND Housing Authority may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50059.

To further its commitment to full compliance with applicable Civil Rights laws, the SOUTH PORTLAND Housing Authority will provide Federal/State/local information to applicants/tenants of Mill Cove regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the SOUTH PORTLAND Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The SOUTH PORTLAND Housing Authority will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The SOUTH PORTLAND Housing Authority will also assist them in completing the forms, if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the SOUTH PORTLAND Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability, rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. It is the policy of the SOUTH PORTLAND Housing Authority to be in full compliance with all requirements of the Federal Fair Housing Act (FHA), the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as well as the Maine Human Rights Act (MHRA).

The Fair Housing Act and Maine Human Rights Act require housing providers to provide reasonable accommodations to the limitations of disabled residents. The Americans with Disabilities Act requires state and local governments and their instrumentalities, including housing providers, to provide reasonable accommodations to disabled residents. Section 504 of the Rehabilitation Act requires any program that receives federal funds to provide reasonable accommodations to disabled participants and forbids organizations and employers from excluding or denying individuals with disabilities an equal opportunity to receive program benefits and services.

The Fair Housing Act defines a person with a disability to include:

1. individuals with a physical or mental impairment that substantially limits one or more major life activities;
2. individuals who are regarded as having such an impairment; and
3. individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term "substantially limits" suggests that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive.

In general, a reasonable accommodation is a modification in the rules, policies, practices, or services of a housing provider that is necessary to afford a disabled resident an equal opportunity to use and enjoy a dwelling.

The Authority's reasonable accommodation policy is designed to ensure that a resident with a disability is provided with the modifications or accommodations that are necessary to allow the resident to enjoy equal access to our housing programs and related services. Our residents will be informed of the availability of our accommodation process through notices on appropriate Authority forms and letters, including but not limited to at the time of application and lease signing, and at the time of the annual lease renewal.

A request for reasonable accommodation can be made by the resident with the disability, a family member, or someone else acting on the individual's behalf. The Authority shall make available to all persons applying for residency at the Authority, or who are currently residents, notice of the option to request a reasonable accommodation. The process for making such requests shall be accessible to all persons so an individual can understand, in a format that is appropriate to meet the needs of the individual's disability. The Authority shall post this Policy and the related forms on its website.

The following procedures will be followed by Authority representatives in implementing our reasonable accommodation policy:

- Requests for reasonable accommodations can be made orally or in writing. The SOUTH PORTLAND Housing Authority will encourage the family to make its request in writing using a REASONABLE ACCOMMODATION REQUEST FORM. However, the Authority will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted. If the request is made orally, it will be reduced to writing by the Authority and then reviewed with the individual requesting the accommodation for accuracy prior to submitting the request for consideration.
- All requests for reasonable accommodation received by a staff person will be conveyed to the Fair Housing Coordinator.
- If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the SOUTH PORTLAND Housing Authority, the Authority must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation. The Fair Housing Coordinator will send a CERTIFICATION OF NEED FOR ACCOMMODATION to the professional third-party indicated by the family on the REASONABLE ACCOMMODATION REQUEST FORM.
- If additional information is needed to determine the existence of a disability and the need for an accommodation, the Fair Housing and Reasonable Accommodation Coordinator may consult with the family, the family's medical provider(s), as well as any other individual with relevant information concerning the requested accommodation. Any meeting concerning the request shall be held in a location accessible to the individual.
- A decision to grant or deny a reasonable accommodation will be made by the Fair Housing Coordinator in consultation with the Deputy within 20 days from which the request was submitted, or if applicable, within 20 days after receipt of additional information.

- If more than one accommodation is equally effective in providing access to the SOUTH PORTLAND Housing Authority programs and services, the SOUTH PORTLAND Housing Authority retains the right to select the most efficient or economic choice.
- A reasonable accommodation or modification request may be denied if it would impose an undue administrative or financial burden on the entity making the accommodation or cause a fundamental alteration of the housing program. If the individual's requested accommodation would, based on objective evidence, pose a direct threat to the health or safety of others, or result in substantial physical damage to property of others, the Authority need not grant the accommodation.
- If the request is denied, on the grounds of administrative or financial burden, or fundamental alteration of the housing program, the resident and/or the SOUTH PORTLAND Housing Authority may open a dialog so that negotiation and discussion of a reasonable accommodation is an interactive process. The Authority is entitled to propose different accommodations or modifications that it believes are less costly or administratively burdensome and equally effective in removing barriers to tenancy.
- The cost of providing the accommodation, including requests for physical modifications, will normally be borne by the Authority. However, if another party or entity agrees to pay for the modification, the Authority will seek to have that entity pay for any restoration costs, if necessary.
- If a resident/program participant requests that he or she be permitted to make physical modifications to a residential unit at his or her expense as a reasonable accommodation, the Authority will generally approve such requests if they do not violate codes or impact the structural integrity of the unit.

All decisions made by the Authority on a reasonable accommodation request shall be kept confidential except insofar as disclosure is necessary to implement an approved accommodation. Any denial of an individual's request for reasonable accommodation shall explain to the individual, in writing, the basis for the decision and the reason(s) why the request is being denied. The individual shall also be informed of his or her right to request in writing, an informal hearing on the decision by the Fair Housing Coordinator.

3.0 LIMITED ENGLISH PROFICIENCY (LEP)

The SOUTH PORTLAND Housing Authority is committed to complying with federal requirements in providing free, meaningful access for its LEP clients. No LEP client will be denied access to a SPHA program because the client does not speak English or communicates in English on a limited basis.

SOUTH PORTLAND Housing Authority has a separate LEP policy in addition to Fair Housing Policies already stated in this Admissions and Continued Occupancy Plan. Please refer to this policy, entitled "Language Assistance Plan, LAP", for information pertaining

to the steps that SOUTH PORTLAND Housing Authority will take to serve populations that may access SPHA programs and services.

4.0 FAMILY OUTREACH

The SOUTH PORTLAND Housing Authority will publicize the availability and nature of Mill Cove for extremely low-income and very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The SOUTH PORTLAND Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for Mill Cove.

5.0 RIGHT TO PRIVACY

The SOUTH PORTLAND Housing Authority is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

All adult members of tenant households are required to sign HUD Form 9887, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. After January 1, 2024, once the family has signed and submitted a consent form, they do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:

- When a person 18 years or older becomes a member of the family;
- When a member of the family turns 18 years of age; and
- As required by HUD or the Housing Authority administrative instructions.

The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent. If a family voluntarily leaves a HUD program, the family's assistance is considered to be terminated and the signed consent forms will no longer be in effect.

Family members turning 18 years of age between annual and recertifications will be required to sign the HUD-9887 and HUD-9887A at the family's next annual or interim reexamination, whichever is earlier.

Families have the right to revoke consent by notice to the PHA; however revoking consent can result in termination or denial of assistance if the PHA has established a policy that the revocation of consent will result in termination of assistance or denial of assistance.

The SOUTH PORTLAND Housing Authority will deny admission or terminate assistance for families who revoke consent.

In order for a family to revoke their consent, the family must provide written notice to the Housing Authority.

If a family provides written notice revoking consent, the Housing Authority will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the Housing Authority will notify their local HUD office.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

The SOUTH PORTLAND Housing Authority will post, in main office, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Mill Cove.
- B. Income Limits for Admission
- C. Excess Utility Charges
- D. Current Schedule of Routine Maintenance Charges
- E. Dwelling Lease
- F. Grievance Procedure
- G. Fair Housing Poster
- H. Equal Opportunity in Employment Poster
- I. Any current SOUTH PORTLAND Housing Authority Notices

7.0 TAKING APPLICATIONS

Interested persons wishing to apply for Mill Cove will be required to complete an application for housing assistance. Interested applicants may request that an application be mailed to them, or may download an application from the SOUTH PORTLAND Housing Authority website at www.spha.net. Applicants may also contact SOUTH PORTLAND Housing Authority to schedule an appointment with an Intake Specialist, upon request, to assist in the completion of the application. Applications will be accepted via fax, mail, or hand-delivered during regular business hours at:

Applications are taken to compile a waiting list. Due to the demand for housing for Mill Cove, the SOUTH PORTLAND Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the SOUTH PORTLAND Housing Authority will verify the information at the time the family nears the top of the waiting list.

The completed application will be dated & timed upon its return to the SOUTH PORTLAND Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the SOUTH PORTLAND Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's pre-application, the SOUTH PORTLAND Housing Authority will make a preliminary determination of eligibility. The SOUTH PORTLAND Housing Authority will notify an apparently eligible family in writing of the date and time of placement on the waiting list before housing may be offered. If the SOUTH PORTLAND Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant must at any time report changes in their applicant status including changes in family composition, income, or preference factors. Upon receipt of notification of a change, SOUTH PORTLAND Housing Authority will update the application and place the change notification in the applicant's file. The SOUTH PORTLAND Housing Authority will update their placement on the waiting list, if applicable.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The SOUTH PORTLAND Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 120 calendar days old) in order to determine the family's final eligibility for admission into Mill Cove.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are seven eligibility requirements for admission for Mill Cove: qualifies as a family, has an income within the income limits, has net family assets within the asset limitations, meets citizenship/eligible immigrant criteria, provides documentation of Social Security cards, signs consent authorization documents, and meets student eligibility criteria. In addition to the eligibility criteria, families must also meet the SOUTH PORTLAND Housing Authority screening criteria in order to be admitted to Mill Cove.

8.2 ***ELIGIBILITY CRITERIA***

A. Family Status - All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or marital status.

1. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
2. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
3. A **remaining member of a tenant family**.

B. Income Eligibility

1. To be eligible for admission to Mill Cove, the family's annual income must be within the very low-income limit set by HUD. This means the family income cannot exceed 50 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to Mill Cove from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program

operated by another housing authority without meeting the income requirements of the SOUTH PORTLAND Housing Authority.

C. Asset Limitation

1. To be eligible for admission to Mill Cove, the family's net assets cannot exceed \$100,000 (adjusted annually for inflation).
2. To be eligible for admission to Mill Cove, the family cannot have a present ownership interest in, a legal right to reside in, and the effective legal authority to sell the real property (based on laws of the state or locality in which the property is located) that is suitable for occupancy by the family as a residence.
 - a. A property will be considered "suitable for occupancy" unless the family demonstrates that it:
 - i. Does not meet the disability-related needs for all members of the family;
 - ii. Is not sufficient for the size of the family;
 - iii. Is geographically located so as to be a hardship for the family;
 - iv. Is not safe to reside in because of the physical condition of the property; or
 - v. Is not a property that a family may reside in under State or local laws of the jurisdiction where the property is located.
 - b. This real property restriction does not apply to:
 - i. Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
 - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
 - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR part 5 (subpart L); or
 - iv. Any family that is offering such property for sale.

D. Citizenship/Eligibility Status

1. To be eligible for Mill Cove each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam.
2. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.
 - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

E. Social Security Number Documentation - See full explanation in section 12.4

To be eligible, all family members must disclose and provide verification of the complete and accurate Social Security number assigned to them.

F. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The SOUTH PORTLAND Housing Authority will attempt third party verification of income and income exclusions whenever possible.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the SOUTH PORTLAND Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the SOUTH PORTLAND Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance through credit reports, HUD's Enterprise Income Verification system or other sources;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
- d. A statement allowing the SOUTH PORTLAND Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
- e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

G. Special College Student Eligibility Rules

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

- 1. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- 2. Is under 24 years of age;
- 3. Is not a veteran of the United States military;
- 4. Is unmarried;
- 5. Does not have a dependent child; and
- 6. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.

The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

A student, under the age of 24 may still be income eligible for assistance in circumstances where the student can demonstrate independence from parents, where the student can demonstrate the absence of parents, or where an examination of the student's parents' income may not be relevant.

- 1. The individual is of legal contract age under state law.
- 2. The individual has established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an "independent student." Section 480(d) of the Higher Education Act of 1965, as amended (the HEA), 20 U.S.C. 1087vv(d).
- 3. The individual is not claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

4. The individual obtains a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support, even if no assistance will be provided.

The SOUTH PORTLAND Housing Authority will verify to determine whether a student is independent for purposes of using the student's income alone for determining Section 8 eligibility (Student's Independence Verification Requirements). Those items include:

1. Reviewing and verifying previous address information to determine evidence of a separate household;
2. Verifying the student meets the U.S. Department of Education's definition of "independent student";
3. Reviewing a student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student"; and
4. Verifying income provided by a parent by requiring a written certification from the individual providing the support. Certification is also required if the parent is providing no support to the student. Financial assistance that is provided by persons not living in the unit is part of annual income. (Except if the student meets the Department of Education's definition of "independent student" in paragraphs (2), (3) or (8) set forth below).

An "independent student" is defined as:

1. The individual is 24 years of age or older by December 31 of the award year;
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
5. The individual is a graduate or professional student;
6. The individual is a married individual;
7. The individual has legal dependents other than a spouse;
8. The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by—
 - a. A local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the
 - b. McKinney-Vento Homeless Assistance Act;

- c. The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - d. The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - e. A financial aid administrator; or
9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

8.3 SUITABILITY

A. The SOUTH PORTLAND Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

- 1. History of meeting financial obligations, especially rent and any utility payments;
- 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
- 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property;
- 4. History of disturbing neighbors or destruction of property;
- 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from, this will be checked on EIV-Existing Tenant Search; and
- 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

B. The SOUTH PORTLAND Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The SOUTH PORTLAND Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

- 1. A rental history check of head, spouse and co-head;
- 2. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through the State Bureau of Investigations (SBI) and through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after

each adult household member has signed a consent form designed by the SOUTH PORTLAND Housing Authority.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the SOUTH PORTLAND Housing Authority who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the SOUTH PORTLAND Housing Authority's action has expired without a challenge or final disposition of any litigation has occurred;

3. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to Mill Cove. The SOUTH PORTLAND Housing Authority will check with our State registry and if the applicant has resided in another State(s), with that State(s)'s list.
4. If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

8.4 GROUND FOR DENIAL

The SOUTH PORTLAND Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process, including, but not limited to: failing to sign the required HUD-9887 and HUD-9887A;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related activity that would adversely affect the health, safety, or wellbeing of other tenants or staff or cause damage to the property, notwithstanding the absence of an arrest or conviction;

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority, this will be checked under EIV-Existing Tenant Search;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past three years because of drug-related activity. The three year limit is based on the date of such eviction, not the date the crime was committed.

However, the SOUTH PORTLAND Housing Authority may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related activity has successfully completed a supervised drug rehabilitation program approved by the SOUTH PORTLAND Housing Authority; or
 2. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaged in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current), notwithstanding the absence of an arrest or conviction;
 - L. The SOUTH PORTLAND Housing Authority determines that it has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - M. The SOUTH PORTLAND Housing Authority determines that it has reasonable cause to believe that a household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

With respect to criminal activity (notwithstanding the absence of an arrest or conviction) described in paragraphs J, K, L, and M of this Section, SOUTH PORTLAND Housing Authority may require an applicant to exclude a household member in order to be admitted to Mill Cove where that household member has participated in or been culpable for actions described in paragraphs J, K, L, and M that warrants denial.

- N. Have engaged in or threatened abusive or violent behavior towards any SOUTH PORTLAND Housing Authority staff member or resident;

- O. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has ruled that federal law preempts state law on this issue.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the SOUTH PORTLAND Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, SOUTH PORTLAND Housing Authority will require the applicant 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.

For denying an admission based on any criminal activity, an arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the SOUTH PORTLAND Housing Authority denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The SOUTH PORTLAND Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

Before the SOUTH PORTLAND Housing Authority denies admission to Mill Cove on the basis of a criminal record, the SOUTH PORTLAND Housing Authority must notify

the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If the SOUTH PORTLAND Housing Authority does not receive the dispute within the allotted time, the applicant will be denied.

The fact that an applicant is or has been a victim of domestic violence, dating violence, stalking or sexual assault is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 17.7 of this ACOP, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

The SOUTH PORTLAND Housing Authority will include with every notice of denial to an applicant, a notification of their rights under VAWA, including their right to confidentiality and the limits thereof, along with a copy of a HUD-approved certification form.

Although the State of Maine has made Medical Marijuana (MM) legal, it is not legal under Federal Law. The South Portland Housing Authority has a zero tolerance for marijuana cultivation, use, sale or distribution. MM is not an allowable expense for a deduction of medical expenses. If we were to receive information about use, sale, possession or distribution of MM we would take the same action we do now for violation of family's obligations of Mill Cove for illegal drug activity.

8.5 *INFORMAL REVIEW*

- A. If the SOUTH PORTLAND Housing Authority determines that an applicant does not meet the criteria for Mill Cove, the SOUTH PORTLAND Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 14 business days of the denial. The SOUTH PORTLAND Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the SOUTH PORTLAND Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the SOUTH PORTLAND Housing Authority's decision. The SOUTH PORTLAND Housing Authority must notify the applicant of the final decision within 5 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The applicant may request that the SOUTH PORTLAND Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must

be made by the applicant within 14 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 14 calendar days of receipt of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced with a public notice stating that applications for Mill Cove will be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 *ORGANIZATION OF THE WAITING LIST*

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contact between the SOUTH PORTLAND Housing Authority and the applicant will be documented in the applicant file.

9.3 *FAMILIES NEARING THE TOP OF THE WAITING LIST*

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The SOUTH PORTLAND Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.4 *PURGING THE WAITING LIST*

The SOUTH PORTLAND Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the SOUTH PORTLAND Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

9.5 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The SOUTH PORTLAND Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- C. The applicant does not meet either the eligibility or suitability criteria for the program;
- D. The applicant accepts a unit and becomes housed in the program;
- E. The applicant refuses a unit offer or fails to keep a scheduled appointment with SOUTH PORTLAND Housing Authority as described in Section 9.6.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the SOUTH PORTLAND Housing Authority will be sent a notice of termination of the process for eligibility.

The SOUTH PORTLAND Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the SOUTH PORTLAND Housing Authority will work closely with the family to find a more suitable time.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

Mill Cove offers subsidized rents for 72 one-bedroom units and 10 two-bedroom units. Rents are based upon the total household income. Ninety percent of the units at Mill Cove (74 units) will be reserved for Elderly housing (62 and older) and ten percent of the units at Mill Cove (8 units) will be reserved for non-elderly, disabled. This new tenant selection will be effective February 1, 2014.

10.1 PREFERENCES

Preferences shall be used for the purpose of structuring the order in which applications are considered, not whether applicants meet basic eligibility requirements for admission to the program. A preference does not guarantee admission to the program. Every applicant must meet Mill Cove's Selection Criteria as defined in this policy.

The SOUTH PORTLAND Housing Authority uses the following preferences, which require verification at the time of offer:

- A. **Elderly Families** – Head of Household, Co-Head, or Spouse is 62 years of age or older; and **Disabled Families** – Head of Household, Co-Head, or Spouse is disabled.
- B. **Residency Preference** – Families who reside in South Portland or include a family member who works or has been hired to work in South Portland. The

residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, sexual orientation, or age of any member of an applicant family.

- C. **Veteran Preference** – Persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable.
- D. **Victims of a federally declared natural disaster** – Persons displaced by natural or national disaster.

Points will be given for each preference the family qualifies for. Families will be selected based on their number of preference points. Among applicants with equal preference points, the waiting list will be organized by date and time.

Preferences points are given as follows:

- 10 pts.** - Elderly families; and Disabled families
- 3 pts.** - Residency Preference
- 1 pt.** - Veteran Preference
- 1 pt.** - Victims of a federally declared natural disaster.

Verification of a preference may include the following:

1. Copy of current lease
2. Current utility bill or other mailing acceptable to SPHA to verify residential address
3. Proof of physical location of employment, such as a paystub or letter from employer
4. Enrollment or discharge papers (DD214) - Veteran’s Preference
5. Proof of residency in the affected area.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are not families residing in the development needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority’s expenses) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1

1	1	2
2	2	4

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood or affinity that live together in a stable relationship.

10.3 SELECTION FROM THE WAITING LIST

A. The SOUTH PORTLAND Housing Authority will select applicants from the waiting list in accordance with the 90% elderly requirement of families wherein the head of household, co-head or spouse is at least 62 years of age (74 units) and 10% Non-Elderly, Disabled families (8 units).

If there is an insufficient number of elderly families available to fill the 90% (74 units), we will fill these units with Non-Elderly, Disabled families.

B. The SOUTH PORTLAND Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income does not exceed the higher of 30% of the area median income (extremely low-income) or the federal poverty level. To ensure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

10.4 OFFER OF A UNIT

When the SOUTH PORTLAND Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit whose income category would help to meet the income-targeting goal.

The SOUTH PORTLAND Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail.

The family will be offered the opportunity to view the unit, if possible. The family will have 2 (**two**) business days to view and accept or reject the unit. This verbal offer and the family’s decision must be documented in the tenant file.

Refusal of unit: If an applicant refuses a unit, they will be removed from the waiting list. On a case by case basis, SOUTH PORTLAND Housing Authority may allow an applicant to remain on the waiting list after one refusal, if extenuating circumstances exist, as determined by the Housing Authority. If an applicant denies a second unit offer, they will be removed from the waiting list and would need to reapply.

10.5 ACCEPTANCE OF UNIT

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the total tenant payment.

The SOUTH PORTLAND Housing Authority reserves the right to allow a new resident to pay their security deposit in up to four (4) payments. A down-payment shall be paid in advance. The remaining balance is payable each month with resident rent, in three equal installments over the three calendar months following the move-in. This shall be at the sole discretion of the Housing Authority.

In the case of a move within Mill Cove, the security deposit for the first unit may be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference may be collected from the family. Conversely, if the security deposit is less, the difference may be refunded to the family.

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

11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

To determine annual income, the SOUTH PORTLAND Housing Authority adds the income of all family members. Once the annual income is determined, the SOUTH PORTLAND Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 ANNUAL INCOME INCLUSIONS

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the SOUTH PORTLAND Housing Authority believes that past income is the best available indicator of expected future income, the SOUTH PORTLAND Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

Annual income includes, with respect to the family:

- (1) All amounts, not specifically excluded in section 11.2, received from all sources by each member of the family who is 18 years of age or older or is the head of

household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

- (2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

11.2 ANNUAL INCOME EXCLUSIONS

Annual income does not include the following amounts:

- (1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
- (2) The following types of trust distributions:
 - (i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
 - (A) Distributions of the principal or corpus of the trust; and
 - (B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - (ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
- (3) Earned income of children under the 18 years of age.
- (4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
- (5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
- (6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

- (7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
- (8) Income of a live-in aide, foster child, or foster adult as defined in § 5.403 and §5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from—

(1) The Federal government;

(2) A State, Tribe, or local government;

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;

(2) Financial support provided to the student in the form of a fee for services performed (*e.g.*, a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section);

(3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or

paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education;
or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (*e.g.*, special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or

any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (*e.g.*, proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

- (ii) Direct Federal or State payments intended for economic stimulus or recovery.
 - (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - (v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
- (25) Civil rights settlements or judgments, including settlements or judgments for back pay.
- (26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
- (27) Income earned on amounts placed in a family's Family Self Sufficiency Account.
- (28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
- (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
 - (ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

The SOUTH PORTLAND Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 ASSETS AND INCOME FROM ASSETS

Net Family Assets [24 CFR 5.603]

At admission and reexam, for families with net assets totaling \$50,000 or less (adjusted annually), the PHA may, but is not required to, accept the family's self-certification that the family's assets do not exceed \$50,000 without taking any additional steps to verify the accuracy of the declaration. The declaration must include the amount of income the family expects to receive from assets which must be included in the family's income. This includes declaring income from checking and savings accounts which, although excluded from the calculation of net family assets (because the combined value of non-necessary personal property does not exceed \$50,000), may generate asset income. PHAs must clarify during the self-certification process which assets are included/excluded from net family assets.

When net family assets have a total value over \$50,000, the PHA may not rely on the family's self-certification. Third-party verification of assets is required when net family assets exceed \$50,000, adjusted annually by HUD.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

The SOUTH PORTLAND Housing Authority will not accept self-certification of net family assets that do not exceed \$50,000. The Housing Authority will verify all assets at admission and annually thereafter.

11.4 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 (adjusted annually by HUD) for each dependent;
- B. \$525 (adjusted annually by HUD) for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds ten percent of annual income:
 1. Un-reimbursed health and medical care expenses of any elderly family or disabled family; and
 2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
 3. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

11.5 HARDSHIP EXEMPTIONS FOR HEALTH/MEDICAL CARE EXPENSES & REASONABLE ATTENDENT CARE AND AUXILIARY APPARATUS EXPENSES

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

Phased-in Relief

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024. The family must receive phased-in relief if they are determined to be eligible as of January 1, 2024. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.
- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
 - When an eligible family’s phased-in relief begins at an interim reexamination, the SOUTH PORTLAND Housing Authority will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family’s hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

The SOUTH PORTLAND Housing Authority must track the 24-month phase-period for each eligible family, even if a family’s expenses go below the appropriate phase-in percentage, during the first or second 12-month phase-in period. The phase-in must

continue for families who transfer internally to another unit within the same Multifamily Housing property.

The SOUTH PORTLAND Housing Authority will not continue the phased-in relief for families who move from one Multifamily Housing property to another Multifamily Housing property. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

General Relief

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in this policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above. HUD requires that the SOUTH PORTLAND Housing Authority develop policies defining what constitutes a hardship for purposes of this exemption.

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family's financial hardship is a result of a change in circumstances. The SOUTH PORTLAND Housing Authority defines a change in circumstances as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexam in accordance with Housing Authority policies.

Examples of circumstances constituting a financial hardship may include the following situations:

- The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;
- The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or
- Other circumstances as determined by the SOUTH PORTLAND Housing Authority.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the SOUTH PORTLAND Housing Authority will

document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The SOUTH PORTLAND Housing Authority must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. The Housing Authority must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The SOUTH PORTLAND Housing Authority must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

The SOUTH PORTLAND Housing Authority will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the Housing Authority denies the hardship exemption request, the written notice will also state that if the family does not agree with the Housing Authority's determination, the family may request a hearing.

If the family qualifies for an exemption, the written notice will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, the SOUTH PORTLAND Housing Authority may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. The SOUTH PORTLAND Housing Authority is not limited to a maximum number of 90-day extensions

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The Housing Authority will extend relief for an additional 90-days if the family demonstrates to the Housing Authority's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. The Housing authority will require updated verification based on the family's current circumstances. Additional extensions may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the SOUTH PORTLAND Housing Authority may terminate the hardship exemption if the it determines that the family no longer qualifies for the exemption.

11.6 *HARDSHIP EXEMPTIONS FOR CHILD CARE EXPENSES*

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the Housing Authority's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and that the child care expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the Housing Authority must recalculate the family's adjusted income and continue the child care deduction.

The SOUTH PORTLAND Housing Authority must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. The Housing Authority must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. The Housing Authority must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The SOUTH PORTLAND Housing Authority defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. The Housing Authority will consider qualification under this criterion on a case-by-case basis.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the Housing Authority will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The SOUTH PORTLAND Housing Authority may require the family provide documentation that they are actually making child care payments at the time of hardship exemption request.

The SOUTH PORTLAND Housing Authority must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions.

If the SOUTH PORTLAND Housing Authority denies the request, the notice must specifically state the reason for the denial. The Housing Authority must provide families with 30 days' notice of any increase in rent.

If the SOUTH PORTLAND Housing Authority approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611€(2)]. The notice must also state the requirement for the family to report to the

Housing Authority if the circumstances that made the family eligible for the relief are no longer applicable and that family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

The SOUTH PORTLAND Housing Authority will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the Housing Authority denies the hardship exemption request, the written notice will also state that if the family does not agree with the Housing Authority's decision, the family may request an informal grievance hearing.

If the family qualifies for an exemption, the written notice will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

The SOUTH PORTLAND Housing Authority may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in PHA policies. Housing Authorities are not limited to a maximum number of 90-day extensions. Housing Authorities must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

The SOUTH PORTLAND Housing Authority must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If the Housing Authority denies the request, the notice must specifically state the reason for the denial.

The SOUTH PORTLAND Housing Authority must notify the family if the hardship exemption is no longer necessary, and the hardship exemption will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The Housing Authority will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption. The Housing Authority will require updated verification based on the family's current circumstances and child care payment records for the previous 90-days. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the Housing Authority may terminate the hardship exemption if it determines that the family no longer qualifies for the exemption.

11.7 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Director of Leasing shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the SOUTH PORTLAND Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final 20th calendar day of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the SOUTH PORTLAND Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency, which amount shall be due and payable with the Tenant's next monthly rent payment and such amount shall be deemed rent due such that failure to pay the amount due at when rent is next due shall constitute a payment default under the Lease.
 - 2. Terminate the lease and evict for failure to report income; or
 - 3. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.8 COOPERATING WITH WELFARE AGENCIES

The SOUTH PORTLAND Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the Section 8 new construction program to achieve self-sufficiency; and
- B. To provide written verification to the SOUTH PORTLAND Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.9 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The SOUTH PORTLAND Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The SOUTH PORTLAND Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the

requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify SOUTH PORTLAND Housing Authority that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of Maine, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the SOUTH PORTLAND Housing Authority's official duties; and
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

12.0 VERIFICATION

The SOUTH PORTLAND Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; Social Security cards; birth certificate; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security cards will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

The SOUTH PORTLAND Housing Authority will not accept verification from other federal assistance programs. All income will be verified in accordance with the requirements of HUD's verification hierarchy and the policies set forth in this plan.

Other information will be verified by following the verification methods listed below acceptable to HUD, according to the level of acceptability:

Level	Verification Technique	Ranking/Order of Acceptability
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6	Upfront Income Verification (UIV), using HUD's Enterprise Income Verification (EIV) system	Highest PHAs/MFH Owners must pull the EIV Income Report for each family at every Annual Reexamination, unless using Safe Harbor documentation to verify the family's income EIV may be used as the sole verification of Social Security income. EIV income information may be used to calculate other types of annual income when family agrees. See Level 4 for more information.
5	Upfront Income Verification (UIV) using non-EIV system (e.g., The Work Number, web-based state benefits systems, etc.)	Highest
	Written, third-party verification from the source, also known as "tenant-provided verification" OR	High • Written, third-party verification is used when tenant disputes EIV-reported employment and income information.
4	EIV + Self-Certification PHAs/MFH Owners can choose either option when both are available to verify income. PHAs/MFH Owners must use written, third-party verification when the income type is not available in EIV (e.g., self-employment, Go Fund Me accounts, general public assistance, Veterans Administration benefits, etc.)	• The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information from EIV.
3	Written, Third-Party Verification Form	Medium • Use if Level 5 or Level 4 verification is not available or is rejected by the PHA/MFH Owner and when the applicant or tenant is unable to provide acceptable documentation. • May substitute Level 2 for written, third-party verification form, only completing one of the two forms of verification before moving to self-certification.
2	Oral Third-Party Verification	Medium
1	Self-Certification (not third-party verification)	Low • Use as a last resort when unable to obtain any type of third-party verification or if specifically permitted, such as to determine actual income from assets when the family certifies that net family assets do not exceed \$50,000.
		• May be used as highest form of verification when the family reports zero income.

Third-Party Verification Descriptions

- Upfront Income Verification (UIV) (Level 6/5)

The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals. It should be noted that the EIV system is available to all Housing Authorities as a UIV technique and that all Housing Authorities are required to use EIV in its entirety. Housing Authorities are encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases, to verify tenant-reported income.

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. EIV-Enterprise Income Verification
- b. State Wage Information Collection Agencies (SWICAs)
- c. Credit Bureau Information (CBA) credit reports
- d. Internal Revenue Service (IRS) Letter 1722
- e. Private sector databases (e.g. The Work Number)

The SOUTH PORTLAND Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and /or re-examinations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator is specially prohibited and will not occur.

No adverse action can be taken against a participant until the South Portland Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Housing Authority requiring the immediate payment of any over-subsidy, eviction, criminal prosecution or any other appropriate remedy.

Furthermore, the information the South Portland Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The South Portland Housing Authority is required to maintain a minimum, the last three years of the form HUD-50059 and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the date has served its purpose, it shall be destroyed by either burning or shredding the data.

- Written, Third-Party Verification (Level 4)

An original or authentic document generated by a third-party source dated within 120 days of the date received by the Housing Authority. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. The Housing Authority may obtain any tenant-provided documents and follow up directly with the third-party source to obtain necessary verification of information, when necessary.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include but are not limited to the following: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

The Housing Authority will obtain a minimum of two current and consecutive pay stubs for determining projected annual income from wages but may request more. For new income sources or when two pay stubs are not available, the Housing Authority will determine income based on the information from a traditional written, third-party verification form or the best available information.

Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

When verification of assets is required, the Housing Authority is required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

EIV may be used as Level 4 verification and may be used to calculate income as long as the family agrees with the information in EIV; this practice is known as “EIV + Self-Certification.” The Housing Authority may use its discretion to determine which method of calculation is reasonable: the last 4 quarters combined or an average of any number of quarters. The EIV Income report must be pulled within 120 days prior to the reexamination effective date.

- Written, Third-Party Verification Form (Level 3):

This practice is also known as “traditional third-party verification.” This type of verification is a form developed by the Housing Authority and used uniformly for all families when needed to collect information from a third-party source. The form is completed by the third party by hand (in writing or typeset). The Housing Authority will send the form directly to the third-party source by mail, fax, or email.

The Housing Authority may skip this level of verification before attempting Level 2, which means they will have only completed Level 3 or Level 2 verification before moving to Self-Certification.

The SOUTH PORTLAND Housing Authority will allow two (2) weeks for the return of third party written verifications prior to continuing on to the next type of verification.

- Oral Third-Party Verification (Level 2):

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique, or identified by the family, via telephone or in-person visit. The Housing Authority must document the tenant file the date and time of the telephone call (or visit to the third party) and the name of the person contacted and their telephone number, along with the confirmed information.

This verification method is commonly used when the independent source does not respond to the Housing Authority’s faxed, mailed, or emailed request for information in a reasonable time from (e.g. 10 business days).

The Housing Authority may skip this level of verification if they attempted Level 3, which means they will have only completed Level 3 or Level 2 verification before moving to Self-Certification.

The SOUTH PORTLAND Housing Authority will allow 2 (two) business days for the return of third-party oral verifications prior to continuing on to the next type of verification.

- Non-Third-Party Verification Technique: Self-Certification (Level 1):

The tenant submits a signed statement of reported income and/or expenses to the Housing Authority. This verification method should be used as a last resort

when the Housing Authority has not been successful in obtaining information via all other required verification techniques. When the Housing Authority relies on self-certification to verify income or expenses, they must document in the tenant file why third-party verification was not available.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the SOUTH PORTLAND Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	N/A	Social Security card or original document issued by a federal or state government agency which contains the name, SSN, and other identifying information of the individual
Citizenship	N/A	Signed certification, valid U.S. Passport, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Birth Certificate	N/A	Original Birth Certificate
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
CDS, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	EIV, Work Number or letter from employer	4 consecutive pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, unemployment)	EIV or letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local gov., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services 	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	- whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion	

12.2(A) EIV - ENTERPRISE INCOME VERIFICATION

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All applicants will be checked on the Enterprise Income Verification (EIV) system when offered housing. We will check the following reports: Existing Tenant Search and Multiple Subsidy report. These reports will:

1. Confirm your name, date of birth and social security number.
2. Confirm that you are not receiving rental assistance at another address.
3. Show if you owe an outstanding debt to any housing authority.
4. Show any negative status if you moved out of a subsidized unit in the past.

This information will be used to determine your eligibility for rental assistance at the time of application. The purpose of EIV is to identify and prevent fraud within HUD rental assistance programs. The consent you sign at application gives SPHA permission to check your status on the EIV system.

Once you are on the program, we will continue to check EIV at recertification. The SOUTH PORTLAND Housing Authority will obtain EIV income reports for all annual reexaminations for all families on a monthly basis. The Housing Authority will ensure that all EIV income reports are pulled within 120 days of the effective date of the annual reexamination.

EIV income reports will only be used for interim reexaminations as necessary. For example, EIV may be used to verify that families claiming zero income are not receiving income from any sources listed in EIV. These reports will be retained in tenant files with the applicable annual or interim reexamination documents for the duration of the family's tenancy.

If an interim reexamination is processed for an increase in earned income when there was a previous interim decrease, the SOUTH PORTLAND Housing Authority will review the New Hires Report at least quarterly for the remainder of the reexamination period after the interim reexamination to decrease rent occurs.

We will also check the following reports on a monthly basis: Multiple Subsidy Report, Identity Verification Report, Failed EIV Pre-Screening Report, Failed Verification Report, Deceased Tenant Report and New Hires Report. During annual recertifications, we will

check the following reports: Income Report, Income Discrepancy Report, Summary Report, and No Income Report.

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

Prior to being admitted, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The SOUTH PORTLAND Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The SOUTH PORTLAND Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the SOUTH PORTLAND Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to Mill Cove. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the SOUTH PORTLAND Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in Mill Cove, the family will be evicted. Such family will not be eligible to be readmitted to Mill Cove for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, every family member must provide the SOUTH PORTLAND Housing Authority with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member became a member of the household

within six months prior to the date of admission and is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person. If the Social Security Number is not provided within the required period, the assistance shall be terminated.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority shall grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

12.5 TIMING OF VERIFICATION

Verification information must be dated within one hundred twenty (120) days for new move-ins and for reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

12.6 FREQUENCY OF OBTAINING VERIFICATION

Household composition will be verified annually.

12.7 THE INCOME METHOD

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or

- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$25.00.

12.8 MINIMUM RENT

The SOUTH PORTLAND Housing Authority has set the minimum rent at \$25.00. If the family requests a hardship exemption, however, the SOUTH PORTLAND Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - 2. When the family would be evicted because it is unable to pay the minimum rent;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - 4. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

12.9 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the SOUTH PORTLAND Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

12.10 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at South Portland Housing Authority office. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not paid by the close of business on the 15th of the month a Notice to Vacate will be issued to the tenant. If the 15th falls on a weekend or holiday, rent is due the last business day preceding the 15th. In addition, a late charge of 4% of rent, but no more than

\$15.00, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$5.00 for bank charges and/or processing costs.

13.0 RECERTIFICATIONS

At least annually, the SOUTH PORTLAND Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

13.1 GENERAL

The SOUTH PORTLAND Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

13.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the SOUTH PORTLAND Housing Authority taking eviction actions against the family.

13.3 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the SOUTH PORTLAND Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The minimum rent.

The family shall be informed of the results of the rent calculation.

13.4 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will be effective upon the anniversary date with thirty (30) calendar days notice of any rent increase to the family.

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

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

13.5 INTERIM REEXAMINATIONS

Family circumstances may change between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

Families will be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

Families are required to report the following changes to the SOUTH PORTLAND Housing Authority between regular reexaminations. The family shall report these changes within ten (10) calendar days of their occurrence.

- A. Increases in all income.
- B. Decreases in allowable expenses (i.e. medical expenses, childcare, etc.)
- C. Changes in assets (including the receipt of a lump-sum payment).
- D. Changes in full-time student status for any adult household member.

- E. A member has been added to the family through birth, adoption, court-awarded custody, or for any other reasons.
- F. A household member is leaving or has left the family unit.

The SOUTH PORTLAND Housing Authority shall review all changes to determine if an interim reexamination must be completed. Interim reexaminations will be conducted in accordance with the lease.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The SOUTH PORTLAND Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, the family's annual income will be recalculated taking into account the circumstances of the new family member.

A resident requesting a live-in aide will be required to provide verification of the need for a live-in aide. In addition, before approval of the live-in aide, the individual (live-in aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in aide will go through the screening process similar to the process for applicants. The SOUTH PORTLAND Housing Authority will determine the eligibility of the live-in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in aide be added to the lease or be considered the last remaining member of a tenant family.

Interim Decreases

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in PHA policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member;
- or

- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

The SOUTH PORTLAND Housing Authority will conduct an interim any time the family's adjusted income has decreased by an amount that is 10 percent or more of the family's adjusted income.

When determining the 10 percent threshold, the Housing Authority will round calculated percentages up or down to the next nearest unit as applicable (e.g., a calculated decrease of 9.5 percent will be rounded to 10 percent).

Decreases in income "for any reason" for less than 4 consecutive weeks will not constitute a rent adjustment.

Interim Increases

A. Increases Less than 10 Percent

PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income.

B. Increases 10 Percent or Greater

PHAs must conduct an interim reexamination of family income when the PHA becomes aware that the family's adjusted income has changed by an amount that the PHA estimates will result in an increase of 10 percent or more in adjusted income, with the following exceptions:

- PHAs may not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
- PHAs may choose not to conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

When the family previously received an interim reexamination for a decrease to adjusted income during the same annual reexamination cycle, a PHA has the discretion whether to consider a subsequent increase in earned income.

Provided a family's increase meets the 10 percent threshold, the SOUTH PORTLAND Housing Authority will conduct an interim when the family experiences an increase in earned income and the family previously had an interim performed for a decrease in adjusted income (whether for earned income, unearned income, or a combination of the two) since their last annual.

The SOUTH PORTLAND Housing Authority will not process an interim for increases in earned income when an interim was previously performed since the family's last annual and the interim resulted in an increase in the family's rent, nor will the SOUTH PORTLAND Housing Authority process an interim for an increase in earned income when the family has not had a previous interim reexamination since their last annual.

The SOUTH PORTLAND Housing Authority will also process an interim for any other increases in income that meet the 10 percent threshold.

The SOUTH PORTLAND Housing Authority will not conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

Family Reporting

The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the change takes effect. The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.

If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Plan. The PHA will ask the family to report changes in all aspects of adjusted income at this time. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, email, fax, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

13.6 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the SOUTH PORTLAND Housing Authority may schedule special reexaminations every thirty (30) calendar days until the income stabilizes and an annual income can be determined.

13.7 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

If the family reports a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must provide the family with 30 days advance written notice. The rent increase is effective the first of the month after the end of that 30-day notice period.
- Rent decreases are effective on the first of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.

If the family failed to report a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must implement any resulting increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income.
- For rent decreases, the PHA must implement the change no later than the first rent period following completion of the interim reexamination.

In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.

However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim decreases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

Any rent decrease will be effective the first of the month following the change in circumstances, provided the Housing Authority has received all third party verification(s), documentation(s) by the twentieth (20th) of the month preceding the decrease.

13.8 ASSET LIMITATION AT ANNUAL AND INTERIM REEXAMINATIONS

The SOUTH PORTLAND Housing Authority has elected to not enforce the asset limitation rule for all families at annual and interim reexamination. The asset limitation rule will be enforced at initial certification. This includes any families who lose their assistance because they failed to recertify timely or began to pay market rent, remained in the unit, and then lost income, once again requiring assistance.

13.9 DE MINIMIS ERRORS IN INCOME DETERMINATIONS

The SOUTH PORTLAND Housing Authority will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income per family.

The SOUTH PORTLAND Housing Authority will reimburse a family for any overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error retroactive to the effective date of the action the error was made, regardless of the dollar amount associated with the error.

Families will not be required to repay the SOUTH PORTLAND Housing Authority in instances where the miscalculated income resulted in a family being undercharged for rent.

14.0 TRANSFER POLICY

WHEREAS, the South Portland Housing Authority wishes to insure that all residents are treated equitably in regard to transfers from one apartment to another.

NOW BE IT RESOLVED by the South Portland Housing Authority that the following policies governing resident transfers be and hereby are approved:

- A. 1. The South Portland Housing Authority's Policy states that in the event there is a reduction or an increase in the size of a family in an elderly or non-elderly family unit, the remaining spouse and/or family members may be transferred to the appropriate size unit to concur with the below stated guidelines for number of persons per unit at the discretion of the Authority.

This policy is in conformance with HUD Regulations and the Development Corporation of the South Portland Housing Authority, 1987.

<u>NUMBER OF BEDROOMS</u>	<u>MINIMUM PERSONS</u>	<u>MAXIMUM PERSONS</u>
1	1	2
2	2	4

2. Individuals or families who require a transfer due to physical, mental or emotional incapacity which precludes them from remaining in their apartment shall be transferred to a suitable unit, if available, by conforming to the following:

- a. Making a suitable written request to the Authority, setting forth the reasons for the request;
- b. Furnishing a written certification from a physician, psychiatrist or psychologist supporting that request.

B. The South Portland Housing Authority has determined that the transfer of residents from one apartment to another is a costly procedure and is unwarranted expenditure of Authority funds; therefore, if a request for a transfer other than a transfer described in Section A(1) above is granted, the resident must agree to pay a pro-rated amount based on the number of years in the present unit for the costs of reconditioning of the present unit, plus the cost of repairing all damage cost not due to normal wear and tear. Charges will be as follows:

Less than one year of residency in unit:	\$700 plus damage
One year of residency in unit:	\$600 plus damage
Two years of residency in unit:	\$500 plus damage
Three years of residency in unit:	\$400 plus damage
Four years of residency in unit:	\$300 plus damage
Five years of residency in unit:	\$200 plus damage

It is recognized by the South Portland Housing Authority that from time to time circumstances may arise which will require that transfers be made because of emergency situations involving the health and safety of residents, and it is the Authority's intent, should such an emergency situation exist, that the Executive Director may waive the requirements of Section B, providing said resident submits a letter of appeal to the Authority and shows sufficient cause for said transfer. Additionally, The SOUTH PORTLAND Housing Authority will not deny a family transfer that arises from the need to protect the health and safety of an individual who is, or has been, the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. The SOUTH PORTLAND Housing Authority has a separate Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, that is incorporated by reference into this ACOP and will govern all transfers requested under VAWA.

15.0 INSPECTIONS

An authorized representative of the SOUTH PORTLAND Housing Authority will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the SOUTH PORTLAND Housing Authority file and a copy given to the family member. This statement will include that "the unit is in decent, safe, and sanitary condition". An authorized SOUTH PORTLAND Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper

notice under State law. The resident's security deposit can be used to offset against any SOUTH PORTLAND Housing Authority damages to the unit.

15.1 ANNUAL INSPECTIONS

The SOUTH PORTLAND Housing Authority will inspect each Mill Cove unit annually to ensure that each unit meets the SOUTH PORTLAND Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

15.2 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

15.3 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD/MSHA or others to inspect a sample of the housing stock maintained by the SOUTH PORTLAND Housing Authority.

15.4 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the SOUTH PORTLAND Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

15.5 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the SOUTH PORTLAND Housing Authority will give the tenant at least 24 hours' written notice.

15.6 EMERGENCY INSPECTIONS

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

15.7 MOVE-OUT INSPECTIONS

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

16.0 PET POLICY

No pets may be brought onto or reside in the Mill Cove Elderly Housing Project (the "Project") except in accordance with these Pet Rules.

1. A Tenant may keep one of the following common household pets: a dog, cat, caged bird, or fish, in the Tenant's unit subject to all of the provisions contained in these Pet Rules which may be amended from time to time. An aquarium not larger than ten (10) gallons in size shall count as one pet. Types of pets are further limited by the size and other limitations set forth in these Pet Rules.
2. No pets may be temporarily brought onto or visit the Project and no guests or visitors may bring pets onto the Project. Only a Tenant's pet that is registered with the Housing Authority may visit another Tenant's unit with a registered pet. Tenants without a registered pet may not allow pets in their unit under any circumstance. A violation of this section is grounds for termination.
3. All pets must be registered and approved by the Housing Authority before being brought onto the property. The Housing Authority Registration form must be signed by the Tenant. All pet registrations shall be updated at least annually. In the event that a Tenant replaces a pet, a new registration and approval must be obtained for each pet. A copy of the current registration form is attached.
4. Tenant must provide the Housing Authority with a damage deposit in the amount of \$300.00 for a cat or a dog, in addition to any other security deposit required under the Tenant's lease. The Tenant understands that the Housing Authority will not pay interest on a pet deposit. The Authority may refuse to register a pet if the pet is not a common household pet, if the keeping of the pet would violate any part of these Pet Rules, or if the Tenant fails to provide any required information or to update it annually. The Authority shall notify any Tenant seeking registration of the pet, whose registration has been denied, of the basis for such refusal.
5. The pet deposit shall be paid by the owner by an initial payment of \$50.00 at the time the pet is brought onto the Project, with additional monthly payments of \$10.00 per month until the amount of the deposit is reached. Tenants may pay the entire pet deposit in advance or pay the balance of the deposit sooner than is otherwise required.
6. The Tenant agrees to provide the Housing Authority at the time the pet is brought on the property with a veterinary certification stating that the pet is in good health, that it has been spayed or neutered and that it has been immunized against rabies, distemper, heartworm and any other ailments as may be required by law. For any pets not customarily immunized as set forth above, Tenant agrees to provide the Housing Authority with certification that the pet is in good health and has received such immunizations as are customarily recommended for such pet by good veterinary practice. The Tenant also agrees to furnish all information on all immunizations that are required on a yearly, bi-yearly or other regular basis.

7. The Tenant agrees to provide the Housing Authority with a signed agreement naming another person or entity having the responsibility to act as temporary or permanent caretaker for the pet if the Tenant is unable to care for it for any reason whatsoever. This agreement must be signed by such caretaker and provided to the Housing Authority. The Tenant agrees to permit the Housing Authority, at its sole discretion, to require the caretaker to remove the pet from the property if the pet is not properly cared for, shows signs of abuse or is a source of damage or disturbance to the property or other Tenants.
8. The Tenant shall make provision for care of the pet while the Tenant is absent from the dwelling unit. Such provision shall not include the care of the pet in another unit within the Project.
9. To be permitted, dogs must stand **less than eighteen inches (18") in height** from the ground to the top of the head and **weigh less than thirty-five (35) pounds** when full grown.
10. Pit bull terriers or mixed breeds thereof and other breeds traditionally used as attack or guard dogs **will not be permitted** under any circumstances. The Housing Authority reserves the right to refuse to permit any dog if it has reason to believe that the dog presents a safety risk.
11. The Tenant agrees that the Housing Authority shall not be responsible in any way for illness or injury to any pet.
12. The Tenant shall provide the Housing Authority with a copy of any licenses required by law.
13. Pets shall be kept free of fleas, ticks or other vermin. Should anti-pest measures be required, the cost shall be paid by the Tenant and the Housing Authority shall not be liable for any effects of these measures upon the health of the pet or the Tenant or their guests. The Housing Authority shall not be responsible for any effects of extermination or fumigation by the Housing Authority in its regular maintenance of its building.
14. The Tenant agrees to be completely responsible for the care and cleanliness of the pet, both inside and outside the building or dwelling unit areas.
15. The Tenant agrees to be fully responsible for the removal of all pet waste from the Project and to pay any charges resulting from the necessity of Housing Authority personnel performing such services. All removable pet waste is to be removed from the Project and the grounds immediately.
16. The Housing Authority may establish "BUFFER ZONES" around Tenants suffering medically documented allergies to pets and may designate certain areas of the Project which are to be kept free from pets so long as such designation does not preclude any Tenant from obtaining a pet.
17. Pets are subject to all municipal "leash laws" and must be kept on a leash and effectively restrained under the control of a responsible individual at all times

except within the Tenant's dwelling unit. No pet shall be allowed in any common area of the Project except for the purpose of entering or exiting the property, and only on a leash, in a cage or other proper restraint. No pet shall be allowed in any elevators at the same time as any other Tenant who is utilizing the elevator.

18. The Tenant shall maintain a clean litter box for their cat. The Tenant shall properly bag and dispose of all cat waste and cat litter and shall not deposit any cat waste or cat litter down any drain.
19. The Tenant shall adhere to all guidelines and regulations of the Society for the Prevention of Cruelty to Animals (SPCA).
20. At the expiration or termination of the Tenant's lease, the Tenant is responsible for removing all pet hairs, odors, litter boxes and the like from the dwelling unit and restoring the unit to the condition it was in prior to the commencement of the lease term, reasonable wear and tear excepted.
21. No pet bedding or any articles soiled by any pet is to be laundered in any laundry facilities maintained by the Housing Authority.
22. All pet rules shall apply to a service animal, whether the animal resides with the Tenant or visits the property, **except for #2, 4, 9, and 17.**
23. These Pet Rules may be amended at any time by the Housing Authority.
24. A copy of these Pet Rules shall be provided to each applicant for tenancy in the Project when the applicant is offered a unit for rent. Tenants are permitted to own and keep common household pets in their dwelling units only in accordance with these Pet Rules.

16.1 SERVICE ANIMALS IN MILL COVE

Any animal that has been determined necessary to mitigate the effects of a physical or mental disability by a physician, psychologist, physician's assistant, nurse practitioner, or licensed social worker; or any animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are deaf or hard of hearing to intruders or sounds, providing reasonable protection or rescue work, pulling a wheelchair or fetching dropped items.

A service animal may be removed from the premises if it is a direct threat to the health and safety of others, if it would result in substantial physical damage to the property of others, or if the animal substantially interferes with the reasonable enjoyment of the housing or public accommodation by others.

17.0 TERMINATION

17.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period.

17.2 TERMINATION BY THE HOUSING AUTHORITY

The SOUTH PORTLAND Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. This includes but is not limited to the manufacture of methamphetamine on the premises of the SOUTH PORTLAND Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;

- N. Alcohol abuse that the SOUTH PORTLAND Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. The SOUTH PORTLAND Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program;
- P. Determination that a household member is illegally using a drug or when the SOUTH PORTLAND Housing Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Q. Criminal activity as shown by a criminal record
- R. Other good cause.

In deciding to terminate a tenancy 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, the SOUTH PORTLAND Housing Authority may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, SOUTH PORTLAND Housing Authority may require the leaseholder to submit evidence of one or more of the above three statements.

In deciding whether to exercise their discretion to terminate an individual or household that has engaged in criminal activity, the SOUTH PORTLAND Housing Authority will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before the SOUTH PORTLAND Housing Authority evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself

evidence on which to base a determination. The SOUTH PORTLAND Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

If the SOUTH PORTLAND Housing Authority proposes to terminate assistance on the basis of a criminal record, the Housing Authority will notify the household of the proposed action to be based on the information and will provide the subject of the record and the tenant with a copy of the criminal record before the Housing Authority grievance hearing or court trial concerning the termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The family will have fourteen (14) business days to dispute the accuracy and relevance of the record in writing. If the Housing Authority does not receive the dispute within the allotted time, the family will be terminated.

The SOUTH PORTLAND Housing Authority will include with every notice of termination of tenancy, a notification of their rights under VAWA, including their right to confidentiality and the limits thereof, along with a copy of a HUD-approved certification form.

Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking, that is engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be construed as serious or repeated lease violations by the victim and will not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking

17.3 Terminations for Criminal Activity

- A. The term “due process determination” means a determination by HUD that law covering the SOUTH PORTLAND Housing Authority’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The SOUTH PORTLAND Housing Authority has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
 - 1. Any criminal activity (notwithstanding the absence of an arrest or conviction) that threatens the health, safety, or right to peaceful enjoyment of the SOUTH PORTLAND Housing Authority’s public housing premises by other residents or employees of the Housing Authority;

2. Any violent or drug-related criminal activity (notwithstanding the absence of an arrest or conviction) on or off such premises; or
3. Any activity resulting in a felony conviction.

17.4 ABANDONMENT

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

When a unit has been abandoned, an SOUTH PORTLAND Housing Authority representative may enter the unit and remove any abandoned property after notice in accordance with State law. The notice will be mailed to the unit address so it can be forwarded by the post office.

17.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the SOUTH PORTLAND Housing Authority will return the security deposit within 30 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The SOUTH PORTLAND Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days.

17.6 VIOLENCE AGAINST WOMEN ACT (VAWA) PROVISIONS RE: DENIAL OR TERMINATION OF ASSISTANCE

The SOUTH PORTLAND Housing Authority is committed to assisting individuals and families who have been victims of domestic violence by ensuring compliance with all aspects of the Violence Against Women Act. VAWA protections are not limited to women but cover victims regardless of sex, gender identity, or sexual orientation.

An applicant or family that is or has been a victim of domestic violence, dating violence, sexual assault or stalking, will not be denied admission or terminated, if the victim of such violence otherwise qualifies for assistance or admission.

Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, or stalking, that is engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be construed as serious or repeated lease violations by the victim and will not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an *affiliated individual* of the tenant is the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.

SOUTH PORTLAND Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault or stalking to family members or affiliated individuals without terminating the assistance or evicting the victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or tenant who engages in criminal acts or threatened acts of violence, dating violence, sexual assault or stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory of the lease. Under VAWA, both the SOUTH PORTLAND Housing Authority and the owner or property manager are granted the authority to bifurcate the lease. The VAWA victim must be the one who retains the assistance.

There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the owner evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing goods or services to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Nothing in this Section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking or sexual assault.

All information provided under VAWA, including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault, shall be retained in confidence by SOUTH PORTLAND Housing Authority and shall not be entered into any shared database or provided to any related entity except to the extent that disclosure is:

- A. Requested or consented to by the individual in writing;
- B. Required for use in an eviction proceeding; or
- C. Otherwise required by applicable law.

SOUTH PORTLAND Housing Authority will provide all applicants and participants with a HUD prescribed Notice of Occupancy Rights and HUD-approved certification form at the time of full application, admission, annual recertification, notice of denial of assistance and notice of termination of assistance. In addition, the Authority shall make an adopted Emergency Transfer Plan and Emergency Transfer Request available upon request.

The SOUTH PORTLAND Housing Authority shall keep a record of all emergency transfer requests requested under the Emergency Transfer Plan and the outcome of these requests for three years.

17.7 INCIDENTS OF DOMESTIC VIOLENCE, DATING VIOLENCE, STALKING OR SEXUAL ASSAULT

In responding to an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault, South Portland Housing Authority will require that an individual making the claim document the abuse. The Authority will make the request for documentation in writing, and allow the individual 14 business days after receipt of the request to submit the documentation. The Authority may extend this time period at its discretion. The individual may satisfy the Authority's request by providing any one of the following three forms of documentation:

1. A written certification, on the HUD-approved certification form, that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim
2. A federal, state, tribal, territorial, or local law enforcement report or court record describing the incident or incidents in question
3. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional. The person signing the documentation must attest under penalty of perjury to the professional's belief that the incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim must also sign the documentation under penalty of perjury.

The Authority may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below in cases of conflicting documentation, nor may it require certification in addition to third-party documentation.

In cases where the Authority receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) and in accordance with any HUD guidance as to how such determinations shall be made. The Authority must honor any court orders issued to protect the victim or to address the distribution of property.

If the individual does not provide the certification within the 14 business days after receipt of the request to submit the documentation, nothing in this Section may be construed to limit the authority of a landlord to evict, or South Portland Housing Authority to terminate

the tenancy or occupancy rights for, any tenant or lawful occupant that commits violations of a lease. South Portland Housing Authority may extend the 14 day deadline at its discretion.

Nothing in this subsection shall be construed to require South Portland Housing Authority to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section. At its discretion, South Portland Housing Authority may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

If the family break-up results from an occurrence of domestic violence, dating violence, stalking or sexual assault, the Housing Authority will ensure that the victim retains assistance. The factors to be considered in making this decision include:

1. Whether the assistance should remain with family members remaining in the original assisted unit.
2. The interest of minor children or of ill, elderly or disabled family members.
3. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, stalking or sexual assault.
4. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, stalking or sexual assault, and whether the abuser is still in the household.

18.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The SOUTH PORTLAND Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the SOUTH PORTLAND Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into Mill Cove unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for Mill Cove, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the SOUTH PORTLAND Housing Authority will

expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.

- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

19.0 ANTI-FRAUD POLICY

The SOUTH PORTLAND Housing Authority is fully committed to combating fraud in its programs. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the SOUTH PORTLAND Housing Authority. It results in the inappropriate expenditure of Housing Authority funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The SOUTH PORTLAND Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the SOUTH PORTLAND Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to repay the amount in question in thirty days ;
- B. Terminate the resident's tenancy;
- C. Refer the case for criminal prosecution; or
- D. Take such other action as the SOUTH PORTLAND Housing Authority deems appropriate.

20.0 HOUSE RULE – NO SMOKING

This House Rule is effective as of January 1, 2016.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free campus. No smoking shall be permitted anywhere on any South Portland Housing Authority owned or managed property.
2. **Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or possession or carrying any lighted cigar, cigarette, or other tobacco product or

similar lighted product (tobacco, weed or plant product) in any manner or in any form, including but not limited to a pipe, cigar or cigarette of any kind as well as electronic cigarettes, vaporizers and water pipes (hookahs).

3. **Smoke-Free Property.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free campus. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's unit is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. No smoking, burning of incense, candles or other material such as sage is permitted...Any open flame, or electric incense burner is also prohibited.
4. **Tenant to Promote No-Smoking Policy and to Alert South Portland Housing Authority of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give South Portland Housing Authority a written statement of any incident of smoking at the Property and/or smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
5. **South Portland Housing Authority to Promote No-Smoking Policy.** South Portland Housing Authority shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the Property.
6. **South Portland Housing Authority Not a Guarantor of Smoke-Free Campus.** Tenant acknowledges that South Portland Housing Authority's adoption of a smoke-free campus, and the efforts to designate the Property as smoke-free, do not make the South Portland Housing Authority or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Property. However, South Portland Housing Authority shall take reasonable steps to enforce the smoke free terms of its leases and to make the complex smoke-free. South Portland Housing Authority is not required to take steps in response to smoking unless South Portland Housing Authority knows of said smoking or has been given written notice of said smoking.
7. **Effect of Breach and Right to Terminate Lease.** A material breach of this House Rule shall be a material breach of the Lease and grounds for immediate termination upon 30 days written notice.
8. **Disclaimer by South Portland Housing Authority.** Tenant acknowledges that South Portland Housing Authority's ability to police, monitor, or enforce the agreements of this House Rule is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that South Portland Housing Authority does not assume any higher duty of care to enforce this House Rule than any other South Portland Housing Authority obligation under the Lease.

21.0 HOUSE RULE – OXYGEN TANK USE

Oxygen Tank Use. Tenants may have oxygen tanks for medical reasons. The use of commercial oxygen poses a potentially life threatening hazard if not used properly. Oxygen helps fire spread fast and may make ordinarily non-flammable items become fire hazards. To reduce the risk of injury, fire or death, the SPHA requires residents to comply with safety rules and requirements including:

DO NOT allow smoking in your unit or within 10 feet of your oxygen tank in any area that tenants are permitted to smoke (including other tenants' units and outdoor areas);

Post **NO SMOKING** and **OXYGEN IN USE** signs on the entrance to your unit;

When oxygen is in use, Tenant shall keep it at least 10 feet away from any open fire, stoves, gas appliances, dryers, hot water heaters, etc.;

Tenant shall not allow children or others to play with toys that have friction motors or that give off sparks;

Tenant may not use electrical equipment while using oxygen, such as electric razors, hairdryers, electric blankets or electric heaters - cell phones are okay;

Tenant may not use flammable products such as paint thinner, rubbing alcohol or oil-based products such as Vaseline near oxygen;

Tenant must keep oxygen tanks and liquid oxygen vessels in a cart, rack or stable base out of direct sunlight; and

Tenant must report any non-working smoke detectors to the SPHA immediately.

22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

22.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the SOUTH PORTLAND Housing Authority, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

22.2 CONFLICT OF INTEREST

Neither the SOUTH PORTLAND Housing Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any program in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the SOUTH PORTLAND Housing Authority or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant commissioner);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the SOUTH PORTLAND Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section may be waived by the HUD Field Office upon request of the SOUTH PORTLAND Housing Authority for good cause.

22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind.

22.4 HOUSE AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the SOUTH PORTLAND Housing Authority's Personnel Policy or as determined by action of the Board of Commissioners.

The Housing Authority will review this plan annually to ensure that we are current on all HUD requirements. This plan will be posted in the main office.

GLOSSARY

50059 Form: The HUD form that housing authorities are required to complete for each assisted household in Mill Cove to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (4 U.S.C. 1437 et seq.)

Actual and Imminent Threat: a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Affiliated Individual: with respect to an individual, means: (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. Where the family has net family assets in excess of \$50,000, annual income includes the imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the actual returns from a given asset cannot be calculated. (See "imputed asset income" below.)

Assistance Applicant: A family or individual that seeks admission to Mill Cove.

Bifurcate: means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Business Days: Days the housing authority is open for business.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Citizen: A citizen or national of the United States.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Currently Engaging In: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable NSPIRE.

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student.

Dependent Allowance: An amount, equal to \$480 (as adjusted by HUD annually for inflation) multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: 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.

Economic Self-sufficiency Program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly/Disabled Family Allowance: For elderly families, an allowance of \$525 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely Low-income Families: Those families whose incomes do not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Family: Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A. An elderly family;
- B. A disabled family;
- C. A displaced family;
- D. The remaining member of a tenant family; and
- E. A single person who:
 - a. is not an elderly or displaced person;
 - b. a person with disabilities;
 - c. the remaining member of a tenant family;
 - d. is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age;
 - e. has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)); and
 - f. is homeless or is at risk of being homeless at age 16 or older.

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Full-Time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender Identity: Actual or perceived gender-related characteristics.

Guest: Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the applicable standards.

Imputed Income: For households with net family assets of more than \$50,000, and the actual returns of a given asset cannot be calculated, imputed income is the amount calculated by multiplying net family assets by a HUD-specified percentage.

Income Method: A means of calculating a family's rent based on the greater of 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Law Enforcement Agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

Limited English Proficiency (LEP): See Federal Reg. Dated 1/20/2007

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income: One twelfth of adjusted income.

Monthly Income: One twelfth of annual income.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-Citizen: A person who is neither a citizen nor national of the United States.

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: A person who: (See 4350.3 for full explanation)

- A. Has a disability as defined in 42 U.S.C. 6001(8)
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which Mill Cove is located, including common areas and grounds.

Processing Entity: In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act.

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live at Mill Cove after all other family members have left.

Responsible Entity:

- A. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sensitive Personally Identifiable Information: PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Sexual Assault: any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Stalking: engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (1) Fear for the person's individual safety or the safety of others; or (2) Suffer substantial emotional distress.

Student Rule: Full explanation in Section 8.2.G.

Temporarily Absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds One Hundred Eighty (180) calendar days, the Housing Authority must agree to the absence.

Tenant: The person or family renting or occupying an assisted dwelling unit.

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance.

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982 will continue to govern the total tenant payment of families, under a housing program, whose initial lease was effective before August 1, 1982.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent what a typical student would be charged and may not be the same for all students at an institution. If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large proportion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Actual covered costs include: tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1087uu)). For a student who is not the head of household, spouse, or co-head, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

For Section 8 programs only, any financial assistance (in excess of amounts received for tuition and any other required fees and charges) that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as directed under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for a person over the age of 23 with dependent children.

For the Public Housing program, all assistance received under 479B of the HEA by the student is excluded from income. Other student financial assistance received by the student that, either by itself or in combination with HEA assistance, exceeds the actual covered costs is not excluded from income.

VAWA: the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity: means 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.

Written Notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
HCDA	Housing and Community Development Act
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
MSHA	Maine State Housing Authority
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NSPIRE	National Standards for the Physical Inspection of Real Estate
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment