

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY (ACOP)**

FOR

**THE HOUSING AUTHORITY OF THE CITY OF
NORTH PLATTE, NEBRASKA**

EFFECTIVE OCTOBER 1, 2020

**APPROVED ON AUGUST 31, 2020 BY THE BOARD OF COMMISSIONERS UNDER
RESOLUTION # 2020-12.**

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION I

INTRODUCTION

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of North Platte, Nebraska (a.k.a. North Platte Housing Authority) policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.1 MISSION STATEMENT

The mission of the Housing Authority of the City of North Platte is to operate as a high performing agency, meeting the needs of the community, individuals and families that seek out our services by providing safe, clean and affordable housing to low and moderate-income persons living in the North Platte area without regard to race, color, religion, sex, age, national origin, political affiliation, marital status or disability. We will continually research alternative and innovative methodologies in partnership with other community services to better serve the needs of our community. We will continue to use comprehensive screening procedures to promote self efficiencies and safe, harmonious neighborhoods free from crime and hazards. We will continue to foster a user friendly environment for our tenants and employees through training and professional development, while executing our plan with prudent fiscal responsibility.

1.2 STATEMENT OF NON-DISCRIMINATION

It is the policy of the North Platte Housing Authority (NPHA) to fully comply with all applicable civil rights laws now in effect and subsequently enacted.

North Platte Housing Authority shall not discriminate against any individual on the basis of age, race, color, sex, religion, national or ethnic origin, familial status, or disability. North Platte Housing Authority shall make its housing units available without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual of family on his or her own merits. An applicant or tenant may file a complaint if NPHA fails to comply with the statement of non-discrimination. The complaint must be in writing to NPHA within 30 days of action or inaction by NPHA. NPHA will schedule a meeting on the issues within thirty (30) days of receipt of a written complaint. NPHA will

accept other forms of communication other than writing to accommodate a disability.

The North Platte Housing Authority will keep records of all complaints, investigations, notices and corrective actions for five years.

1.3 REASONABLE ACCOMMODATION

NPHA will make reasonable accommodations in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling. NPHA will make reasonable accommodation determinations in accordance with Section 504 of the Rehabilitation Act of 1973 and Fair Housing Amendments Act of 1988.

1.4 CODE OF CONDUCT

The North Platte Housing Authority will maintain compliance with federal and state conflict of interest requirements. The following NPHA documents establish our code of conduct; 1) NPHA Procurement Policy; 2) NPHA Personnel Policy Manual; 3) NPHA Fraud Policy and 4) NPHA Guidelines for Providing Excellent Customer Service.

1.5 SERVICES FOR LIMITED-ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS

The North Platte Housing Authority shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The North Platte Housing Authority shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;

- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the North Platte Housing Authority may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the North Platte Housing Authority will endeavor to have access to people who speak languages other than English. Finally, the North Platte Housing Authority may utilize multilingual “I speak” cards to the maximum degree possible.

1.6 FAMILY OUTREACH

The North Platte Housing Authority may publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the North Platte Housing Authority will distribute fact sheets and initiate personal contacts with community organizations and news media members. The North Platte Housing Authority will also try to utilize public service announcements .

The North Platte 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 the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

1.7 RIGHT TO PRIVACY

All adult members of tenant households are required to annually sign HUD Form 9886, 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. NPHA reserves the right to gather information beyond the scope of the HUD form 9886. Criminal history, landlord references and other information needed by

NPHA in determining suitability, eligibility, reason for transfer and etc. Because of this NPHA may ask applicants/tenants to sign other information releases in addition to the HUD form 9886.

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.

1.8 AMENDING THIS POLICY

Any amendment to this policy must be approved by the Board of Commissioners of the North Platte Housing Authority.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION II

APPLICATIONS

2.1 WRITTEN APPLICATIONS

NPHA requires persons interested in renting public housing units to fully complete a written application. NPHA will accept written applications in person or by mail on a continuous basis during regular posted business hours at:

900 Autumn Park Drive, North Platte, Nebraska 69101

Applications are taken to compile a waiting list. Completed applications will be accepted for all applicants. Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the North Platte Housing Authority. In order for the application to be considered completed, all adult household members (18 years or older) must sign the application which includes a section authorizing the release of information and certifying the accuracy of the application information. If an applicant requests assistance completing the application, NPHA staff will assist the applicant or request permission from the applicant to contact an appropriate agency or individual to assist the person.

2.2 PRE-HOUSING VISIT

NPHA may conduct a Pre-housing visit with applicants to go over the information provided on the written application, to obtain additional information regarding eligibility and suitability, and to review housekeeping and care of the unit. NPHA will conduct a pre-housing visit as deemed necessary by management in accordance with the guideline established by the Executive Director. If possible, NPHA will conduct the interview at the applicant's current residence. Otherwise a pre-housing visit may be conducted in the office or over the phone. NPHA will notify applicants who are required to have pre-housing visits and provide them

five (5) days to call and schedule an appointment. If the applicant does not call and schedule the appointment, the application will be cancelled with no further notice.

2.3 Preliminary Eligibility Determination

NPHA will do a preliminary eligibility screening to determine if applicants appear to meet the eligibility requirements. NPHA will screen for family composition, verifiable identity, citizenship or eligible immigration status, suitability, and criminal activity at the time of the application. If the Executive Director determines that a particular waiting list is too long, NPHA may delay some screening until the applicants approach the top of the waiting list. NPHA will notify those applicants preliminarily determined to be eligible that they have been placed on the waiting list (s).

At the time applicants are offered housing, NPHA will require the applicant to complete and sign a full Personal Declaration form that in combination with the application will serve as a full formal application. NPHA will verify income eligibility and other eligibility factors in accordance with the Verification section of this policy.

2.4 Ineligible Applicants

NPHA may determine an applicant to be ineligible at anytime, and choose not to list an applicant on the waiting list or remove an applicant from the waiting list. If NPHA determines that an applicant is ineligible for housing, NPHA will promptly notify the applicant in writing of this determination, inform the applicant of the right to request an informal review of the decision and the actions necessary to request such a review. NPHA will maintain files of all ineligible applications for at least three (3) years with documentation stating the reason for ineligibility.

2.5 Preference Denial

If an applicant claims a preference but does not qualify for that preference, NPHA will notify the applicant of the decision.

2.6 Informal Review

An applicant determined to be ineligible for public housing may request an informal review of that decision. The request must be in writing and received by NPHA within **10 calendar days** of the date of NPHA's notification. The Review will be conducted by the Executive Director or his/her designee, but not by the persons directly involved with the decision. At the informal review the applicant can offer additional information about mitigating circumstances, or mistakes in fact upon which the decision was based. Within **14 business days** of the review, NPHA will provide written notification to the applicant of the results of the

review. Note: Informal Reviews are different from the resident grievance process. Applicants are not entitled to use the resident grievance process.

Immigration Status appeals- The applicant may request that the North Platte 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 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Review Process above will be utilized with the exception that the applicant will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

2.7 Incomplete Applications

If an application is incomplete, or lacking all the required forms or information, NPHA will notify the applicant and provide a deadline to submit the required information. All applications lacking the required information by the time periods outline by NPHA will be cancelled with no further notice.

Social Security Number-NPHA will hold applications awaiting Social Security number verification for 60 calendar days. NPHA will hold applications awaiting any other information for 10 calendar days. Applicants whose applications are canceled must reapply by completing a new application.

2.8 Cancelling Applications

NPHA will cancel applications with no further notice or opportunity for review for the following reasons:

1. Applicant Request.
2. Failure to complete the application or provide required information within the time allowed.
3. Failure to respond to a pre-housing letter within the time allowed.
4. Failure to show-up for a scheduled pre-housing appointment.
5. Failure to respond to a "still interested" or update letter within the time allowed.
6. After an applicant has declined two units in accordance with the One Offer Policy.

NPHA does not accept responsibility for mail loss or delays. Applicants are responsible to notify NPHA in writing of any changes to the applicant household or mailing address. NPHA is not responsible for the applicant's failure to provide a complete and correct address, or to notify NPHA of a change of mailing address. If a letter is returned by the United States Postal Service with a forwarding address, NPHA will re-send the letter. At the discretion of the Executive Director, applications may be reinstated due to extenuating circumstances.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION III
ELIGIBILITY FOR ADMISSIONS

ELIGIBILITY CRITERIA

3.1 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. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members for purposes of determining the bedroom size, however they do not qualify for a dependent allowance while they are absent.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 - c. Foster children are considered family members and will be considered for bedroom size, given deductions for child care expenses, but not eligible for the dependent allowance.
 - d. Shared custody- Parents who share or have joint custody of a child(ren) will be required to provide documentation that confirms their custodial rights. These rights must **exceed** 50% of the child's time and will be used in determining bedroom size, allowances and etc. NPHA will not consider a child as part of the family until the parents can prove this majority. Proof may include but is not limited to court records and information from other government agencies.

2. An **elderly family**, which is:

- a. A family whose head (including co-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.
3. A **near-elderly family**, which is:
- a. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head (including co-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.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary

guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

3.2 Income Eligibility

1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area. The low income limit is available for review in the NPHA Public Housing brochure and on the HUD website.
2. Annual Income is for the ensuing twelve month period and cannot exceed 80% of the area median income as published by HUD annually.
3. A family may not be admitted to the public housing program 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 North Platte Housing Authority.
4. If the NPHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.

3.3. Citizenship/Eligibility Status

1. To be eligible for public housing 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. For proof of citizenship, NPHA will accept birth certificate, US passport, or naturalization papers. For

non-citizens in eligible immigration status NPHA will require USCIS card or documentation containing an alien registration number and a signed verification consent form. NPHA will verify through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements.

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 prorated assistance in accordance with HUD guidelines.
 - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

All adults must be able to sign the lease. If the State of Nebraska forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

3.4 Social Security Number Documentation

Prior to admission, every family member must provide the North Platte 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 shall 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 the Social Security Number of each household member cannot be provided to the North Platte Housing Authority within **60** calendar days of it being requested, the family shall lose its place on the waiting list and drop to the bottom of the list. During this **60** calendar days, if all household members have not disclosed their SSN at the time a unit becomes available, the North Platte Housing Authority must offer the available unit to the next eligible applicant family on the waiting list.

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.

3.5. 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.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the North Platte 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 North Platte 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;
- 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 North Platte 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.

3.6 Legal Capacity

The Head of Household must be capable under state law of entering into a legal contract--at least 18 years of age, legally emancipated in the State of Nebraska or married.

3.7 SUITABILITY

North Platte Housing Authority has an obligation to protect its units, its financial stability, its residents, staff and community. To that end NPHA will screen applicants in an effort to determine whether each applicant family could be reasonably expected (1) to abide by the terms of the dwelling lease, and (2) not have a detrimental effect on other tenants or on the neighborhood environment. NPHA will deny admission to any applicant whose past history shows an unwillingness or inability to abide by the terms of the lease, or whose habits and practices may be expected to have a detrimental effect on the project or neighborhood environment. NPHA will apply the same standards of tenant suitability in evaluating a person who wishes to join a family already in occupancy.

All applicants shall be screened in accordance with sound management practices. During screening, the NPHA requires applicants to demonstrate the ability to comply with essential provisions of the lease. There are five essential questions that NPHA will try to answer about every applicant. Can NPHA reasonably expect the applicant to:

1. Pay rent, utilities, and other charges under the lease in a timely manner?
2. Care for and avoid damaging the unit and the common areas, use facilities and equipment in a reasonable way, create no health or safety hazards, and report maintenance needs?
3. Avoid interfering with the rights and enjoyment of others, and avoid damaging the property of others?
4. Refrain from engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents, neighbors, and staff, and refrain from engaging in drug-related criminal activity?
5. Comply with necessary and reasonable rules of occupancy and program requirements of NPHA and HUD, and comply with health and safety codes?

3.8 GROUNDS FOR DENIAL

NPHA will make objective, reasonable and informed judgment based on the information available. NPHA will seek this information through any or all of the following sources; previous landlords, a home visit to the applicants current residence (a.k.a. Pre-housing), criminal histories, credit reports, and information from any other reasonable source. NPHA will determine when a Pre-housing visit is required.

Any of the following factors may cause NPHA to deny the application.

1. A record of non-payment of rent, utilities, or other rightful obligations.
2. A record of disturbance of neighbors.
3. A record of destruction of property, or damage to previous residences.
4. A record of poor housekeeping habits.
5. A history of drug-related criminal activity. NPHA will give consideration to applicants who have successfully completed a state certified supervised-drug rehabilitation program.
6. A history of any other criminal activity involving physical violence to persons, or property, or which could adversely affect the health, safety, welfare, or right to peaceful enjoyment of the premises by other tenants or neighbors. This includes charges for sex crimes, Arson, Vandalism, Disorderly Conduct, Maintaining a Disorderly House, Assault, Disturbing the Peace, and like offenses.
7. A record that establishes a reasonable cause to believe the applicant's pattern of alcohol abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors. NPHA will give consideration to applicants who have successfully completed a state certified supervised alcohol rehabilitation program and no longer abuse alcohol.
8. A record of previous lease violations.

9. A record of state or federally assisted housing program violation(s).
10. A record of money owed to any public housing authority, federal or state rental assistance programs such as Section 8 programs or Tax Credit programs, or committed fraudulent activity in connection with any Federal housing assistance program, or any other government agency or program.
11. A record of money owed to NPHA. If the applicant owes money, NPHA will not house the applicant until the amount is paid in full.
12. A history of frequent police calls to the applicants residence.
13. The applicant misrepresents information related to eligibility, preference for admission, housing history, criminal history, income or family composition.

North Platte Housing Authority will also deny applicants and their household members when they ;

- A.. Do not supply information or documentation required by the application process;
- B. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- C. 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 criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;

For the purpose of this Policy, denial will be based:

1. Any felony convictions within the last 3 years.*;
2. Any "serious" misdemeanor conviction with jail time imposed within the last 3 years.*;
3. Any pattern of chronic activity leading to convictions that would constitute an issue of suitability for public housing tenancy, such as but not limited to child neglect, stalking, criminal trespass, or perpetrator of domestic violence.

****NPHA will not approve any application for three years after completion of time served (including parole or probation) or after the assessed fine is paid.

Special Consideration:

NPHA will give consideration to allow applicants who have successfully completed a state certified supervised substance rehabilitation program and it can be verified that they no longer abuse alcohol or use illegal drugs. This exception only applies to criminal activity regarding

"possession or use" only charges or convictions. Selling or manufacturing illegal substances do not qualify for this waiver.

- D. Were evicted from federally assisted housing within the past five years or misrepresented information to qualify for public housing assistance in the past five years with NPHA. The five year limit is based on the date of such eviction, lease termination, or application denial.
- E. Have engaged in or threatened abusive or violent behavior towards any North Platte Housing Authority staff member or resident;
- F. Fugitive felons, parole violators, or any persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, under the laws of the place from which the individual flees;
- G. **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;
- H. **Denied for Life:** Is required to register under a State sex offender registration program, or has a felony sex offense. Convicted of murder or convicted of attempt to commit murder

In the event of receipt of unfavorable information with respect to an applicant, NPHA will give consideration to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. If the applicant is a person with disabilities, NPHA will consider extenuating circumstances where this would be required as a matter of a reasonable accommodation.

NPHA will not deny admission to an applicant on the basis of or as the direct result of the fact the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for admission. NPHA will follow the policies and requirements as set forth by the violence against Women Act (VAWA).

Before the North Platte Housing Authority denies admission to the North Platte Housing Authority's public housing program on the basis of a criminal record, the North Platte 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 **10 calendar days** to dispute the accuracy and relevance of the record in writing. If the NPHA Housing Authority does not receive the applicant's informal review request within the allotted time, the applicant will be denied.

3.9 HUD Computer Matching Systems

NPHA will use the Existing and Former Tenant search in HUD's EIV system prior to housing a tenant.

3.10 Documentation and Verification

NPHA will verify all information regarding eligibility in accordance with the Verification section of this policy.

NPHA will require all applicants to provide all information necessary to determine annual income, Total Tenant Payment, unit requirements, preference categories, suitability for tenancy, and citizenship/immigration status. NPHA will require applicants to sign releases of information so appropriate verifications can be made. NPHA will require applicants to sign a statement certifying the information provided is correct and complete. NPHA will deny admission to any applicants, or terminate the lease of current residents, who do not provide the above information or documentation, or who provide incomplete or false information or documentations. Applicants or tenants who provide such false information will be determined ineligible for any waiting list for five (5) years.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION IV

MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again 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.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

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.

4.2 Waiting List

NPHA has a single community waiting list. NPHA will assign each eligible applicant a place on the waiting list for which the applicant applied and qualified in sequence based on the size of the unit needed, preference status and the date and time of the application.

Applicants may request to be placed on the waiting list for a unit size smaller than designated by NPHA's occupancy standards providing it will not result in overcrowding.

4.3 Selection and Preferences

NPHA gives higher priority to applicants who are currently eligible for one or more preferences. Each preference is given one priority point and preferences are aggregated so a household that qualifies for the most preference points is selected first. For example an applicant that qualifies for two preferences is housed before an applicant that qualifies for one preference. After preferences, NPHA will determine priority based upon the date and time of the application. A household may qualify for a preference at anytime that they are on the waiting list, but must qualify for the preference at the time the unit is offered. The household must provide acceptable verification that they are eligible for a preference.

The preferences listed below are in random order with no hierarchical system. The maximum number of points a household can receive is **four (4) total points**.

A. Veteran Preference (1 point):

- A household member is a veteran; or
- The household is a spouse, child, or mother/father of deceased veteran whose death has been verified by the Veteran's Administration as a service-connected death.

B. Upward Mobility (1 point):

- Adult (18 or older) household member is employed at least 25 hours per week, or
- Adult is a full-time student; or
- Adult participates in Employment First program or other job training program.; or
- Household member is 62 or older., or
- Household member is determine disabled by definition of the Social Security Administration.

C. Homeless (1 point):

- Homeless family or individual lacks a fixed or regular and adequate nighttime residence **and** has a primary night time residence that is a supervised public or private operated shelter providing temporary living accommodations. This includes transitional housing.; or
- An institution that provides a temporary residence for persons intended to be institutionalized such as a nursing care facility (does not include jails or prisons);
- a public or private place not designed for, or ordinarily used as regular sleeping accommodations for humans.

- Displaced due to domestic violence such person must have been forced to move because of domestic violence or lives with a person who engages in domestic violence.
- Displaced due fire, flood or storm.

D. Elderly/Disabled (1 point):

- Household member is 62 or older., or
- Household member is determine disabled by definition of the Social Security Administration.

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 North Platte Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application (Personal Declaration), present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they desire.

4.4 PURGING THE WAITING LIST

If necessary the North Platte 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 North Platte Housing Authority has current information, i.e., applicant's address, family composition, income category, and preferences.

4.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The North Platte 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 has refused second unit offered.; or
- E. The applicant is housed.

Applicants will be offered the right to an informal review before being removed from the waiting list.

4.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with North Platte Housing Authority will be sent a notice of denial.

The North Platte 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 North Platte Housing Authority will work closely with the family to find a more suitable time.

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION V
TENANT SELECTION AND ASSIGNMENT PLAN**

5.1 ONE OFFER

As dwelling units become available for occupancy the verified eligible applicant first on the respective waiting list for the available unit size shall be offered a unit in accordance with the following plan.

1. The housing authority will offer the suitable unit that has been vacant the longest period of time. If that unit is not ready for occupancy, NPHA will offer the unit that has been ready for the longest period of time. The applicant must accept the unit offer, or NPHA will change the application date to the date of offer, effectively lowering the rank on the application on the waiting list. An applicant who refuses the first offer may continue to benefit from a preference for as long as the applicant qualifies under the definitions of that preference. After the applicant has refused two offers, NPHA will cancel the application.
2. Under certain circumstances NPHA may allow the applicant to refuse a unit and remain on the top of the waiting list. If NPHA is satisfied that the refusal meets the criteria below, NPHA will consider the refusal of the offer to be “allowable refusal” and it will not move the applicant to the bottom of the waiting list.
 - a. The applicant is willing to accept the unit offered, but is unable to move at the time of the offer due to health reasons or because of current lease obligations. A lease requirement for a 30 day notice to vacate does not meet the criteria for an allowable refusal. An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease obligation or health reason has expired or ended, NPHA will make the second and final offer. If the second offer is refused NPHA will cancel the application.
 - b. If the applicant’s acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national

origin and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:

1. Acceptance of the unit would cause current employment or daycare to be inaccessible to the applicant such that it would require the applicant to quit a job or remove a child from daycare. This does not apply to an applicant who lives outside of the city of North Platte.
2. The unit is inappropriate for the applicant's disability.
3. The unit is not of the proper number of bedrooms. Or
4. The applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

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 no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments 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 as 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 expense) 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.

5.2 DECONCENTRATION POLICY

It is North Platte Housing Authority is exempt from formulating a de-concentration of poverty and income mixing policy per 24 CFR 903.2 (b) (2) (iii) since NPHA consists of only one general occupancy; family public development..

5.3 HOLDING A UNIT

NPHA will hold a unit for no more than three (3) business days following notification (by phone, electronic mail or email), and five (5) business days for postal mail to a family that a unit is available. If the family does not accept the unit within three to five business days, depending on the notification type; NPHA will consider the offer refused and act in accordance with its one offer policy.

5.4 INCOME TARGETING

NPHA will comply with HUD's income targeting requirements for extremely low-income applicants. NPHA will target at least 40% of new admissions during a fiscal year to applicants at or below 30% of the area median income as determined by HUD. If necessary, NPHA will skip over eligible applicants at the top of the waiting list to offer units to the extremely low-income applicants lower on the waiting list in order to maintain the 40% ratio. NPHA will follow the waiting list order to offer a unit to the next eligible applicant at or below 30% of the area median income.

5.5 TRANSFER POLICY

NPHA will make reassignments or transfers to other dwelling units without regard to race, color, or national origin as follows.

1. NPHA will make transfers to alleviate hardships as determined by NPHA, or for medical reasons as certified by a medical professional.
2. NPHA will transfer residents to accommodate a disability, when a unit is available with features that accommodate their disabilities better than the current unit.
3. NPHA will consider transfers with a greater or lesser number of bedrooms in accordance with the resident -requested transfer guidelines listed below. The resident family must meet the Occupancy Standards for the size of unit requested.
4. **Annual Re-examination**-Transfers will be considered an annual re-examination, therefore all requirements for an annual re-examination will be followed which includes but not limited to completing a new personal declaration form, providing updated verifications and signing all annual paperwork.

A. ADMINISTRATIVE TRANSFERS

NPHA initiates Administrative transfers. Such transfers will take precedence over new admissions unless otherwise noted. NPHA will provide up to 30 days notice of the required transfer, except for Emergency transfers, since, by definition these involve danger to the

residents. Tenants approved for a transfer will be placed on the appropriate waiting list as of the date and time that the transfer request was received or determined to be necessary by NPHA. For transfers that take priority over new admissions, NPHA will provide a transfer preference that will move the transfer tenant to the top of the waiting list.

- NPHA will make Emergency transfers when NPHA determine that the unit or building conditions pose an immediate threat to resident life, health, or safety. This includes VAWA-covered Emergency transfers approved in accordance with the VAWA Emergency Transfer plan section.
- NPHA will transfer families in over-occupied units to larger units as determined by the Occupancy Standards.
- NPHA will transfer families in under-occupied units to a smaller unit. NPHA will place the tenant on the appropriate waiting list as of the date of NPHA notification to the family. NPHA may waive this provision to avoid vacancy problems, to maintain full occupancy, or to prevent a hardship on the family.
- NPHA may transfer families occupying units with special accessibility features, if those features are not required by current tenants and there is an eligible family on the waiting list who does need such features.
- NPHA will transfer tenant to permit unit modernization as determined by NPHA.

B. RESIDENT REQUESTED TRANSFERS NPHA will consider resident-requested transfers. If approved, the transfer will be placed on the appropriate waiting list as of the date of the transfer request. NPHA will observe the following criteria when considering a resident-requested transfer.

- **Length of Residency**
The tenant family must have resided in the current unit for at least three years.
- **Rent Payments History**
During the lease period, the family history of rent payment must include no record of delinquency for the past 6 months, and no more than 4 letters of delinquency in two years.
- **Utility Payment History**
There is no history of delinquent notices from utility companies.
- **Inspection and Maintenance History**
The history of NPHA inspection reports and maintenance calls to residence show good care and minimal damages to

the unit and any charges were paid in a timely manner. If no annual inspection have been performed or performed recently, NPHA will make a home visit to evaluate tenant care of the unit.

- **Other Issues**

The tenant shall not have a history of drug-related criminal activity, or other criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of others.

Tenants shall have a good housekeeping record.

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

The tenant shall have a good record of yard maintenance (if applicable) such as mowing and watering the grass, raking the leaves.

The tenant shall have a history of complying with the pet policy.

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

Sufficient resources The tenant shall have sufficient resources to pay all costs of moving including payment of new deposit and moving costs. The tenant is responsible for paying separate damage deposit on the new unit. Any damages in the old unit not covered by the deposit must be paid no later than 30 days from the move-out date of the old unit .

Exceptions

NPHA can make exceptions to the above criteria. NPHA will make decisions on a case by case basis and give special consideration to medical or life threatening situations.

One-unit transfer offer

NPHA will offer one unit to a transferring family. If it is an NPHA-initiated transfer and the tenant refuses the unit offered without good cause, NPHA may terminate the lease of the current unit or if a resident-requested transfer remove the tenant from the waiting list.

C. EMERGENCY TRANSFERS FOR Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (VAWA)

NPHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), NPHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit within the same program or served by the same waiting list. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of NPHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether NPHA has another dwelling unit that is available and is safe to offer the tenant for continued occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that NPHA's Public Housing are in compliance with VAWA.

1. Eligibility for Emergency Transfers

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

2. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify NPHA and submit a written request for a transfer. NPHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

a) A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under NPHA's program; OR

b) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

NPHA will utilize Form HUD-5383 for this request, and make the form available to tenants.

3. Confidentiality

NPHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives NPHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

4. Emergency Transfer Timing and Availability

NPHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. NPHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.

NPHA will treat approved emergency transfers as priority transfers within the same program or waiting list. If a tenant is requesting to move to a unit in a different program with a different waiting list, NPHA will treat that as a new applicant for the property or program who must comply with the requirements of that waiting list. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. NPHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If NPHA has no safe and available units for which a tenant who needs an emergency is eligible, staff will assist the tenant in identifying other

housing providers who may have safe and available units to which the tenant could move. At the tenant's request, NPHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

5. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe. Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

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

Local resources include:

Rape/Domestic Abuse Program (RDAP)

316 East Front Street
North Platte, NE 69101

(308) 532-0624	Office Phone
(308) 534-3495	24 Hour Crisis line
(321) 800-3323	Hard of Hearing

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION VI

OCCUPANCY STANDARDS

6.1 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
3	3	6
4	4	8
5	5	10

A. Room Limits: Generally two people are expected to share a bedroom, NPHA will assign unit sizes so as not to require use of the living room for sleeping purposes. NPHA will assign unit sizes so that no more than two persons are required to sleep in any bedroom.

B. Family Composition: NPHA will consider the number, relationship, age, gender, health and disability of family members when determining the appropriate unit size for which a family qualifies. However it is the family's choice who shares which rooms. NPHA will determine appropriate unit sizes according to the following criteria.

1. Children of same sex with share a bedroom unless the age or special circumstance of the same sex children would cause an unnecessary hardship of disruption.

2. Children of opposite sex qualify for separate bedrooms. It is the family's choice if two children share a room.
3. Spouses, Co-heads, or two adults living in a consensual family relationship qualify for one-bedroom.
4. Other adults of the opposite sex may qualify for separate bedrooms.
5. Two adults of the same sex qualify for one-bedroom unless there is a generational difference between the adults (e.g. Mother/Daughter).
6. Live-in Aides may qualify for a separate bedroom.
7. Foster adults and/or children will not be required to share a bedroom with other family members,
8. Adults and children will not be required to share a bedroom.

C. Determining Family Size

NPHA will consider every member of a family reasonable expected to live in the unit. If a family member is pregnant, the unborn child will be considered a member of the family for the purposes of determining the appropriate unit size. If a parent does not have full custody of a child, they must have verifiable custody of **more than** 50% of the time for NPHA to consider the child as a family member. NPHA will count children who are temporarily absent from the home due to foster care as long as there is a verifiable reunification plan. Students who live out of town for schools, but return home from three (3) months per year will be considered a member of the family.

D. Waivers

NPHA may waive the standards for the following reasons.

1. To accommodate a person's disability.
2. When a vacancy problem exists a family can be temporarily assigned to a larger unit than required. NPHA will transfer such a family to the proper size as soon as a unit is available, or when the larger unit can be rented to a qualified family.
3. Families needing accessibility features of a unit may be offered a larger unit if no accessible units are available for them in their bedroom size.

E. Single Persons

In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than one-bedroom, unless the person can present a compelling need that requires NPHA to provide a larger unit.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

F. Qualifying for more than one unit size

In some instances a family may qualify for more than one size of unit. In such cases NPHA will allow the follow to choose the preferred unit size and be placed on the waiting list for that unit size.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION VII

LEASING

7.1 Acceptance of unit

The family will be required to enter into a lease no later than 30 calendar days after accepting the unit offer, or no later than 15 calendar days after the unit becomes available, whichever occurs last.

7.2 Current Lease

Prior to admission, NPHA will execute a lease with all adult members of the family. NPHA will not admit a family to a unit until it has executed a lease for that unit. NPHA will ensure that the lease is current at all times and is compatible with NPHA policies and local, state, and federal law,

7.3 Legal Age

NPHA will execute a lease only with persons who are capable under state law entering into a legal contract.

7.4 Security Deposit

Prior to admission, NPHA will require the family to pay a security deposit.

Autumn Park- \$100 for all one-bedroom units and \$300 for the two-bedroom unit.

Scattered Sites- \$300 for all bedroom sizes.

Pet Deposit - \$300 for all properties and bedroom sizes

In exceptional situations, the North Platte Housing Authority reserves the right to allow a new resident to pay their security deposit in payments. This shall be the sole discretion of the North Platte Housing Authority.

7.5 First Month's Rent

Prior to admission, NPHA will require the family to pay the first month's rent. A lease starting after the first of the month will be pro-rated by the number of days remaining in the first month multiplied by the daily rent charge. The daily rent charge is calculated by dividing the full tenant rent by 30 days.

7.6 Move-in Packet

NPHA will provide each new tenant with a Move-in Packet. The packet will contain a copy of the Dwelling Lease, the NPHA Rental Handbook, Grievance Procedure, the schedule of standard charges for tenant damages, and other information pertinent to the unit or required by program policy.

7.7 Utilities

For Scattered Site units prior to executing a lease the prospective tenant must have all tenant-paid utilities transferred to their name.

7.8 Lease Addendums

Family Composition Changes: Any changes in adult household composition requires an addendum to a lease., or a new lease be executed. Any additional adult household members must be approved by NPHA using the same eligibility criteria as used for a new applicant.

Accessible units:

If a family moves into a unit with special accessibility features and the family does not require those features, NPHA will add an addendum to the lease whereby the family agrees to transfer if NPHA requires the unit to house someone needing those features.

Repayment Agreement

If a tenant/applicant owes NPHA money and NPHA approves a repayment agreement, NPHA will attach an addendum in which the tenant agrees to abide by the agreement as a condition of tenancy.

7.9 Smoke-Free Properties

NPHA has established Smoke-Free policies for all public housing properties.

7.10 Failure to Lease

If a prospective tenant accepts and later declines the unit without good cause, NPHA will drop the applicant from the respective waiting list. Good cause means an allowable refusal as described in the One Offer policy. Good cause does not include inability to pay security deposit, pro-rated rent or obtain utility service.

7.11 TENANT'S RIGHT TO USE AND OCCUPANCY

The tenant has the right to the exclusive use and occupancy of the leased unit by the authorized household members to reside in the unit, including reasonable visits by their guests. The term guest means a person in the leased unit with the consent of a household member, and has stayed in the public housing unit no more than 14 days during the entire calendar year.

Visitors are permitted in the dwelling unit as long as they have no history of behavior on the NPHA property that would be a violation of the lease.

A. ***Ban and Bar***

If NPHA issues a Ban and Bar notice to a certain individual then the residents must cooperate with abiding by this notice. Ban and Bar notices will be executed by the Executive Director or Board of Commissioners. Ban and Bar notices are issued in an effort to help protect the health, safety, and welfare of its residents and staff, and protect the integrity of the property and business.

B. **Profit Making Activities**

Tenant's may carry out profit-making activities in their units as long as they have obtained prior written approval from the North Platte Housing Authority, report any and all income earned, and the activities from the business do not disturb the neighbors, increase traffic, or result in a significant increase in the use of NPHA supplied utilities. Tenants must demonstrate they have proper liability insurance and any permits or licenses required by law to carry out their proposed business. The business must not significantly alter the unit.

7.12 **LAWN MOWING POLICY (Scattered Site residents only)**

A "Lawn Care Agreement" will be executed by each resident at the time of move-in and annual re-examination . Residents may choose to mow their lawn or have the Housing Authority mow it for a monthly charge payable with the rent according to the "Lawn Care Agreement". The

established monthly charge will be based on the actual cost to NPHA. The established charge will be included on the Housing Authority's schedule of other charges.

Disability exemption: In accordance with 24 CFR 966.4(g), Housing Authority residents who are unable to perform lawn care due to age or disability will be exempt from this duty and not be charged for services.

Failure to mow: Residents who have chosen to mow their own yard but fail to mow timely as agreed will be charge \$75 each time the Housing Authority is required to mow for them.

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION VIII
INCOME, DEDUCTIONS, AND EXCLUSIONS**

INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

NPHA will calculate the amount of income, rent and other charges in accordance with the appropriate Federal Regulations and as detailed in this section.

To determine annual income, the North Platte Housing Authority adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the North Platte Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

8.1 ANNUAL INCOME

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 North Platte Housing Authority believes that past income is the best available indicator of expected future income, the North Platte Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to, the amounts specified in the federal

regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not 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. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. **Interest, dividends, and other net income of any kind from real or personal property.** Expenditures for amortization of capital indebtedness are not 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. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.

Life Insurance policies- Whole or Universal Life insurance with a cash value are counted as assets. The income or dividends earned on an annual basis are counted as income. However Term Life insurance policies have no cash value, therefore, the value of the policy is excluded as an asset.

Saving and Checking accounts-*The current balance of savings and checking accounts will be used to determine the cash value.*

Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or imputed asset income, currently set by NPHA at .10%. Per PIH notice 2012-29, NPHA must establish a passbook savings rate for imputed asset income. **As of the October 1, 2020 the NPHA established passbook rating remains at .10%.**

Note: The national savings average as of July 07, 2020 is .09 percent and NPHA may establish a passbook savings rate within .75 percent.

Disposed of Assets-Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance
 - 1. Welfare assistance payments
 - a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - ii. Are not otherwise excluded under paragraph Section 8.1 of this Policy.
 - b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this

requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the NORTH PLATTE Housing Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the NORTH PLATTE Housing Authority, the welfare agency will inform the NORTH PLATTE Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the NORTH PLATTE Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The NORTH PLATTE Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition during the term of the welfare benefits reduction (as specified in information provided to the NORTH PLATTE Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The NORTH PLATTE Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the NORTH PLATTE Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if

the NORTH PLATTE Housing Authority denies the family's request to modify such amount, then the NORTH PLATTE Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the NORTH PLATTE Housing Authority's determination of the amount of imputed welfare income. The NORTH PLATTE Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

3. Relations with welfare agencies

- a. The NORTH PLATTE Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the NORTH PLATTE Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- b. The NORTH PLATTE Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, the NORTH PLATTE Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The NORTH PLATTE Housing

Authority shall rely on the welfare agency notice to the NORTH PLATTE Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- I. Regular Contributions or Gifts: Any contribution or gift received every month or frequently will be considered "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent, utility, phone or etc payments made on the behalf of the family, and other cash or non-cash contributions provided on a regular basis. It does not include food donations or sporadic gifts.

8.2 ANNUAL INCOME EXCLUSIONS

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that

includes assistance available for housing costs and that portion is included in income;

- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. 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);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the NORTH PLATTE Housing Authority governing board. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State 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;
 - 6. Temporary, nonrecurring or sporadic income (including gifts). This specifically includes temporary income payments from the U. S. Census Bureau, defined as employment lasting no longer than 180 days per year and not culminating in permanent employment;

7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

This is often referred to as the Earned Income Disregard.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. The lifetime Disregard will end 24 months after it began.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

12. 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;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
 - c. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
 - g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
 - h. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and

charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended). See definition of Tuition in Glossary;

- i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1728);
- l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- m. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- p. Any allowance paid under the provisions of 38 U.S.C. 1883(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- q. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or

- payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2)).
 - s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
 - t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
 - u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
 - v. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
 - w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), **for a period of one year from the time of receipt of that payment** as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
 - x. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
 - y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30

“Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and

- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).
- aa. The Achieving Better Life Experience (ABLE) savings accounts and income are excluded per PIH Notice 2019-09.

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

8.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
 - 2. Unreimbursed 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.
- D. Reasonable childcare expenses for children 12 and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment

income that is included in annual income.

8.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing 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. NPHA 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 NORTH PLATTE 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 five (5) calendar days 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 NORTH PLATTE Housing Authority shall do one of the following:
 - 1. Immediately collect the back rent due to the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the lease and evict for failure to report income; or
 - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

8.5 COOPERATING WITH WELFARE AGENCIES

The NORTH PLATTE 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 public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and

- B. To provide written verification to the NORTH PLATTE Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

8.5 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The NORTH PLATTE 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 NORTH PLATTE 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 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 NORTH PLATTE Housing Authority that the fugitive 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 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 NORTH PLATTE Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION IX

VERIFICATION

9.0 VERIFICATION

The NORTH PLATTE 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; full-time student status of family members 18 years of age and older; Social Security numbers; 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.

Assets less than \$5,000: For a family with net assets equal to or less than \$5,000, the NORTH PLATTE Housing Authority will accept, for purposes of *recertification* of income, a family's written declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets; this amount will be included in the family's income. The NORTH PLATTE Housing Authority *will obtain third-party verification of all family assets every 3 years.* All admission and transfer certifications require a third-party verification.

9.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers 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.

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

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. **Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The NORTH PLATTE Housing Authority will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. **State Wage Information Collection Agencies (SWICAs)**
- c. **State systems for the Temporary Assistance for Needy Families (TANF) program, in the state of Nebraska it is called NFOCUS.**
- d. **Credit Bureau Information (CBA) credit reports**

e. Internal Revenue Service (IRS) Letter 1722

f. Private sector databases

The NORTH PLATTE 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 specifically prohibited and will not occur.

No adverse action can be taken against a participant until the NORTH PLATTE 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 NORTH PLATTE Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the NORTH PLATTE 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 NORTH PLATTE Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058, 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 data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third-Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the NORTH PLATTE Housing Authority request date. Such documentation may be in

the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The NORTH PLATTE Housing Authority may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: 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. Current acceptable tenant-provided documents will be used for income and rent determinations.

The NORTH PLATTE Housing Authority will attempt to obtain at three months of consecutive pay verifications, but not less than two current and consecutive pay stubs for determining annual income from wages. If it is a new income source or when two pay stubs are not available, the NORTH PLATTE Housing Authority will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 calendar days (from the NORTH PLATTE Housing Authority interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

3. Written Third-Party Verification Form

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the NORTH PLATTE Housing Authority. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the NORTH PLATTE Housing Authority.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires the NORTH PLATTE Housing Authority to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The NORTH PLATTE Housing Authority will allow 10 calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The NORTH PLATTE Housing Authority will allow three (3) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within time periods stated above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the time periods stated above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, contact information such as address and/or phone number, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, the NORTH PLATTE Housing Authority will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Up-front Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third-Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when

unable to obtain any type of third-party verification)

9.2 ACCEPTABLE FORMS OF VERIFICATION

These verifications will occur no more than sixty (60) days prior to the offer of a unit, and no more than 90 days prior notification of rent change at annual and interim re-examinations.

The verifications are listed in the order of most to least preferable form of verification. NPHA will attempt to obtain the “most” preferable form of verification.

Income and Assets:

1. Alimony or Child Support Payments:

- (a) Verification from state child support system.
- (b) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
- (c) Statement of the party responsible to enforce the payments indicating a record of payment history.
- (d) A letter from the person paying the support.
- (e) A copy of the latest check. NPHA must record the date, amount and number of the check.
- (e) Child Support/Alimony certification statement.
- (f) Household’s signed statement.

2. Assets Disposed:

- (a) Family’s certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.

and/or

- (b) If the family disposed of assets for less than fair market value, a certification that shows:
 - (i) All assets disposed of for less than FMV;
 - (ii) Date assets were disposed;
 - (iii) Amount family received; and
 - (iv) The asset’s market value at the time of disposition.

3. Assets (Net Current & Non-Liquid): Collect enough information to determine the current cash value.

Enough information is collected to determine the cash value of the asset and actual income. When net family assets are \$5,000 or less, then actual income from the asset is used. When total net family assets are more than \$5,000, the greater of actual asset income or a NPHA identified passbook savings rate multiplied by the asset cash value is used.

- (a) Verification forms, letters or documents from a financial institution; or Passbooks, checking account statements, certificates of deposit, bonds or

financial statements.

- (b) Quotes from stock broker or real estate agent.
- (c) Real estate tax statements at current market value.
- (d) Copies of closing documents.
- (e) Appraisals.
- (f) Family's notarized statements.

4. Employment: Verification from the employer will include the pay frequency, effective date of the last pay increase, probability and effective date of any increase during the next 12 months.

- (a) Employment verification form completed by the employer or
Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days employment (preferably 3 months) unless the participant recently started employment and has not worked a full 30 days.
- (b) W-2 forms plus tax return forms.

5. Interest Income and Dividends:

- (a) Account statements, passbooks, etc., providing enough information.
- (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
- (c) An IRS form 1099.

6. Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:

- (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
- (b) Amortization schedule showing the interest for the 12 months following the effective date.
- (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.

7. Rental Income:

- (a) IRS 1040 with Schedule E.
- (b) Copies of latest rent checks, leases or utility bills.
- (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
- (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.

8. Recurring Gifts:

- (a) Statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
- (b) Family statement that provides the same information indicated above.

9. Self-Employment (Net Income from a Business): The following documents will reflect the prior year's income, but NPHA must consult with the participant/applicant on the estimated income due for the next 12 months.

- (a) IRS Tax Return, form 1040 and any schedules C - Small Business, E - Rental

Property and F- Farm Income.

- (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
- (c) Financial statements of the business.
- (d) Loan application listing income derived from the business during the previous 12 months.
- (e) Applicant's accounting statements as to the net income realized from the business during the previous years.

10. Social Security, Pensions, Disability and Unemployment Income:

- (a) Computer links.
- (b) Benefit verification form completed by the agency providing the benefits.
- (c) Award or benefit notification letters.

11. Welfare:

- (a) Records obtained via NPHA's computer link or directly from the Department of Health and Human Services.
- (b) Benefit letter.

12. Zero income Status: Families reporting no income or unrealistically low income will be required to sign a expense and/or "survival" statement.

Deductions:

13. Age (to verify elderly & dependents):

- (a) Birth Certificate;
- (b) Naturalization and Immigration papers;
- (c) US passport;
- (d) Hospital record of birth
- (e) Baptismal record;
- (f) Driver's license;
- (g) Government issued identification;
- (h) School records;
- (i) Health records (i.e. immunization);
- (j) Medical papers or statements;
- (k) Military service papers;
- (l) Written verification from social services agencies;
- (m) Insurance records
- (n) Newspaper records;
- (o) Family bible records;
- (p) Written family statements.

14. Child Care Expenses:

- (a) Written verification from the person who received the payments. The verification should include the Federal ID number or Social Security number, name, phone number of the child care provider, name of each child, number of hours, days of the week and the amount charged for each child; or child care payment receipts; or benefit letter from agency explaining the tenant child care expense responsibility.
- (b) Family certification on the payments which have been made or reimbursed by outside sources.

15. Dependent Deductions:

In addition to receiving verification of “age”, NPHA must provide verification of family relationship. The following verifications may be used for relationship status to the head of the household.

- (a) Birth Certificate;
- (b) Naturalization and Immigration papers;
- (c) US passport;
- (d) Hospital record of birth
- (e) Baptismal record;
- (f) Government issued Identification;
- (g) School records;
- (h) Health records (immunization records);
- (i) Medical papers or statements;
- (j) written verifications from social services agencies
- (k) Insurance records
- (l) Newspaper records;
- (m) Family bible records;
- (n) Written family statements
- (o) Signed NPHA Personal Declaration or Application.

16. Medical Expenses:

(a) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc. The verification will include estimated medical costs to be incurred by the family and/or regular payments due on medical bills, and verification should state which of the medical expenses will be reimbursed by Insurance or another agency.

(b) Insurance company’s or employer’s written verification of health Insurance premiums to be paid by the family.

(c) Social Security Administration’s written verification of Medicare premiums to be paid by the family in the next 12 months.

(d) For Attendant Care: Doctor’s certification the assistance of the attendant is medically necessary; attendant’s written verification of the hours provided, the amount and frequency of payments, and the family’s certification as declaring if any of the payments have been paid or will be paid by an outside source.

NOTE: *When using the verifications below, the client must complete the Medical Expense section of the personal declaration form to accommodate the following verifications.*

(e) Receipts, canceled checks or pay stubs which indicate health Insurance premiums, medical and/or Insurance expenses to be incurred over the next 12 months.

(f) Copies of payment agreements with medical facilities or canceled checks verifying payments to be made on outstanding medical bills that will continue into the next 12 months.

(g) Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate the future medical expenses. NPHA may use this approach for general medical expenses such as non-prescription drugs and regular visits to a doctor or dentist, but not for one-time recurring expenses from the previous year. NPHA may use a form letter to submit to the physician to verify

any future medical need including prescribed services, prescriptions and nonprescription items.

(h) Mileage: NPHA will use mileage at the rate approved for NPHA or cab receipts with to/from addresses listed for verification of the cost of transportation directly related to a medical treatment.

15. Assistance to the Disabled: Attendant Care, Auxiliary Apparatus, etc.

(a) Written certification from the doctor or rehabilitation agency the disabled person requires services of an attendant, or the use of auxiliary apparatus to permit the disabled person to be employed or to function sufficiently and independently to enable another family member to be employed.

(b) Family's written certification as to whether or not they receive reimbursement for any expenses and the amount reimbursed.

(c) Refer to medical expenses above for verification requirements of the expenses.

Miscellaneous:

16. Full Time Student Status:

(a) Written verification from the registrars' office or appropriate school official.

(b) School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

17. Medical Need for Larger Unit:

(a) A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.

18. Certification of Domestic Violence, Dating Violence or Stalking:

A family member must complete and submit form HUD-5382 or information provided in lieu of the certification within 14 business days of receiving a written request by NPHA. If this information conflicts with other existing information, NPHA will also request additional third party documentation to confirm the certification. Verification may include but is not limited to:

1. A Federal, State, tribal territorial or local police or court record; or
2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.

If the victim does not provide complete a complete and accurate certification within 14 business days or request an extension from NPHA, none of the protections afforded to victims of domestic violence, dating violence, or stalking shall apply.

9.3 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, or at the first reexamination, 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 or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The NORTH PLATTE Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The NORTH PLATTE Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the NORTH PLATTE 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 public housing. 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 NORTH PLATTE 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 their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

9.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, every family member regardless of age must provide the NORTH PLATTE 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 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 NORTH PLATTE 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 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 NORTH PLATTE 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 NORTH PLATTE Housing Authority may 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.

9.5 TIMING OF VERIFICATION

These verifications will occur no more than sixty (60) days prior to the offer of a unit, and no more than ninety (90) days prior notification of rent change at annual and interim re-examinations.

If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to the change, family circumstances, and level of assistance.

9.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

9.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The NORTH PLATTE Housing Authority shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the NORTH PLATTE Housing Authority shall determine if any of the scholarship is available for housing costs.

9.8 DISCREPANCIES IN VERIFIED INFORMATION

An EIV Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the NORTH PLATTE Housing Authority will:

- A. Discuss the income discrepancy with the tenant; and

- B. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the NORTH PLATTE Housing Authority will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
- E. Take any other appropriate action.

*The NORTH PLATTE Housing Authority will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest the NORTH PLATTE Housing Authority's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. The NORTH PLATTE Housing Authority will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the NORTH PLATTE Housing Authority will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the NORTH PLATTE Housing Authority may reject any tenant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e. does not appear to be authentic).

The NORTH PLATTE Housing Authority will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide

acceptable documentation that the NORTH PLATTE Housing Authority deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the NORTH PLATTE Housing Authority.

If the third-party source does not respond to the NORTH PLATTE Housing Authority's request for information, the Authority is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The NORTH PLATTE Housing Authority will then pursue lower level verifications in accordance with the verification hierarchy.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION X

DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

10.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, NPHA will provide them with the following information whenever they have to make rent decisions:
 - 1. The NORTH PLATTE Housing Authority's policies on switching types of rent in case of a financial hardship; and
 - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the NORTH PLATTE Housing Authority will provide the amount of income-based rent for the subsequent year only, the year the NORTH PLATTE Housing Authority conducts an income reexamination, or if the family specifically requests it and submits updated income information.

10.2 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 **\$50**.

10.3 MINIMUM RENT

The NORTH PLATTE Housing Authority has set the minimum rent at **\$50**. If the family requests a hardship exemption, however, the NORTH PLATTE 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 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 in accordance with Section 19 of this policy 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.

10.4 THE FLAT RENT

The NORTH PLATTE Housing Authority has set a flat rent for each public housing unit. The flat rent is determined annually, based on the market rental value of the unit using one of the following three options:

- A. Option One: The NORTH PLATTE Housing Authority will establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR);
- B. Option Two: No less than 80 percent of an applicable small area FMR (SAFMR) or 80% of the unadjusted rent¹, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in the first paragraph of this section. If HUD has not determined an applicable SAFMR or unadjusted rent¹, the NORTH PLATTE Housing Authority will rely on the applicable FMR under the first option or may apply for an exception flat rent under the third option. No other smaller geographical FMRs will be allowed by HUD; (See footnote 1 for HUD's definition of "unadjusted rent" as relates to Flat Rent requirements);

- C. Option Three: The NORTH PLATTE Housing Authority may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in Options One or Two of this section, subject to the following requirements:
1. The NORTH PLATTE Housing Authority must submit an acceptable market analysis of the applicable market.
 2. The NORTH PLATTE Housing Authority must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.
 3. All requests for exception flat rents under this option must be submitted to and pre-approved by HUD. Upon request, exception rent can be extended up to two additional years by HUD.

The NORTH PLATTE Housing Authority will not implement Option Three prior to receiving HUD's written approval.

The option chosen to establish the required flat rent will be the sole decision of the NORTH PLATTE Housing Authority.

There is no utility allowance for families paying a flat rent because the NORTH PLATTE Housing Authority has already factored who pays for the utilities into the flat rent calculation. If the resident pays their own utilities, the calculated flat rent shall be reduced by a reasonable utility allowance based on an energy-conservative household of modest circumstances. Otherwise, the entire flat rent shall be paid by the resident to the NORTH PLATTE Housing Authority.

Annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the NORTH PLATTE Housing Authority will compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent¹. If the flat rent is at least 80

¹ The unadjusted rent is the FMR estimated directly from the American Community Survey (ACS) source data that HUD uses to calculate FMRs before HUD applies its state non-metropolitan minimum rent policy. HUD maintains a minimum FMR policy within Housing Choice Voucher program (HCV) in response to numerous public concerns that FMRs in rural areas were too low to operate the HCV program successfully. The policy establishes the FMRs at the higher of the local FMR or the State-wide average FMR of non-metropolitan counties, subject to a ceiling rent cap. The rationale for having a state minimum FMR is that some low-income, low-rent non-metropolitan counties have ACS-based FMR estimates that appear to be below long-term operating costs for standard quality rental units and raise concerns about housing quality.

percent of the lower of the FMR or SAFMR/unadjusted rent, the NORTH PLATTE Housing Authority is in compliance with the law, and no further steps are necessary. If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the NORTH PLATTE Housing Authority will adjust the flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent¹, subject to the utilities adjustment required for tenant-paid utilities, or the NORTH PLATTE Housing Authority may request an exception flat rent pursuant to Option Three, as described above. Revised flat rents will become effective for all families admitted after the flat rent is changed or at the lease renewal for an existing resident. (See footnote 1 for HUD's definition of "unadjusted rent" as relates to Flat Rent requirements).

As for flat rent phase-ins, previous regulations in PIH Notice 2014-12 and the subsequent FAQ's, HUD provided flexibility to PHAs to phase in all flat rent increases over a three-year period, including those increases that were 35 percent or less.

However, the FY 2015 Appropriations Act provides the NORTH PLATTE Housing Authority additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of flat rent increases that are 35 percent or less. **Therefore, the only flat rent increases that will be phased-in are those where a family's rent will increase by more than 35 percent prior to any applicable adjustments for utility payments.**

Agencies that began phase-ins for families with rent increases at 35 percent or less last year shall follow the actions outlined below at the family's next annual rent option:

- 1) On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option;
 - a. If the updated flat rent amount would not increase a family's rental payment by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent;
 - b. If the agency determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

State minimum FMRs have been set at the respective state-wide population weighted median non-metropolitan rent level, but are not allowed to exceed the U.S. median non-metropolitan rent level.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied at the end of the annual lease (for more information on flat rents, see Section 15.3).

The NORTH PLATTE Housing Authority will post the flat rents at each of the developments and at the central office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

10.5 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. Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- B. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- C. Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

- D. Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- E. Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- F. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- G. Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, the NORTH PLATTE Housing Authority will use the TTP as the mixed family TTP.

10.6 UTILITY ALLOWANCE

A. Utility Allowances and Reimbursements

If the cost of utilities is not included in the rent (if the family does not live in a building in a NPHA-paid utilities), a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. For these purposes, telephone and cable television are not considered utilities.

The allowances are determined by the NPHA periodically based on the monthly cost of reasonable consumption of utilities in an energy conservative household, *not* on a family's actual consumption. Utility allowance amounts will vary by the size and type of the unit. The method to calculate the utility allowances are similar to the method used by each utility company, by total usage for each utility type. Utility providers' monthly charges are included in the calculations.

NPHA will review utility allowances (UA) annually and adjust them when utility rates have increased or decreased by at least 10%.

1) Annual UA Rate Revisions - The tenant's utility allowances will be changed at their next annual re-examination when the utility allowance is changed due to an annual revision of the utility allowance rates.

2) 10% rate UA Revisions - The tenant's utility allowances will be changed the month following the month of the a 10% or more utility rate change. A 30 day advance notice would be required if the result increases the tenants rent.

When the Utility Allowance exceeds the family's Total Tenant Payment, the NPHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out to the tenant's utility company of choice which is typically Municipal Light and Water, or will be applied to any delinquent rent payments.

Reasonable Accommodation of Residents with Disabilities- Per 24 CFR 965.508
Residents with disabilities, or elderly may be entitled to higher than normal utility allowances for tenant-paid utilities, if there is a special factor associated with their age or disability that affects their utility usage not within their control such as the need for special equipment or etc. If the tenant's unit has only NPHA paid utilities, there may be circumstances where NPHA will not charge tenants for excess utility usage i.e. the disabled or elderly tenant has a need for special equipment or appliances. These individual reliefs should be requested in writing to the NPHA Executive Director.

B. Relation of Additional Charges to TTP

Residents should be aware that they may be required to pay additional charges under the terms of their Lease Agreement (e.g. excess utility usage costs; maintenance costs; late fees; and legal fees). These additional charges are not part of, *and are in addition to*, the TTP. *See Lease section of this policy for additional information.*

Excess Utility Charges for NPHA supplied utilities

NPHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by NPHA. Examples include, but not limited to, a second refrigerator, or freezer.

Method to estimate energy consumptions and consumptions for reasonable accommodations or excess utility charges

NPHA will use a reasonable methods to estimate utility consumptions such as using energy calculator, manufacture's energy specifications or utility provider recommendations.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XI
RENT AND SECURITY DEPOSIT COLLECTION POLICY

11.1 DUE DATE

Rents are due and payable on or before the first day of each month, but no later than the tenth of the month. Exceptions can only be provided if the tenant can prove they are paid only monthly and the payment is received after the 10th of the month.

11.2 LATE FEES

A \$20 late fee will be applied to the tenant's account if rent is not received before the 15th of the month.

11.3 NON-SUFFICIENT FUNDS

NPHA will consider the receipt of a Non-Sufficient Funds (NSF) check as non-payment of rent. NPHA will charge \$20 for any returned checks. NPHA will allow one NSF check before putting the tenants account on a money order only payment basis. On the second offense, the tenant must pay by money order for the next 6 months. On a third offense, the tenant must pay by money order for the rest of the tenancy.

11.4 LEGAL PROCEEDINGS

If NPHA does not receive the rental payment within the required number days specified in their Notice, the tenant has not vacated the premises, and the time period for an informal hearing has expired, NPHA will initiate legal proceeding to recover possession of the dwelling unit.

11.5 EXTENSIONS

NPHA will consider a request for an extension due to a hardship. Any request for an extension must be in writing, include an explanation of need, the exact date the payment will be made, and be received at the NPHA main office before the end of the calendar month. NPHA reserves the right to deny any request and to limit the number of extensions granted to any resident. The rent will still be considered late and the \$20 late fee will be assessed and must be included with payment. Late payment of rent is a lease violation and will be reflected on the tenant's leasing record.

11.6 Security Deposit

NPHA will require each tenant to pay a security deposit in the following amounts:

Autumn Park (1 bedroom)	\$100
Autumn Park (2 bedroom)	\$300
Scattered Sites (all bedrooms)	\$300

Following the tenant's move-out NPHA may deduct certain charges from the security deposit. NPHA will return the balance, if any, of the security deposit within 14 days following the move-out inspection of the unit and receipt of a forwarding address where it can be mailed. NPHA will deduct charges for the following, or otherwise in accordance with state law:

1. Any unpaid rent or other charges for which the tenant is liable.
2. Cleaning costs for the unit and appliances.
3. Damage which is not due to normal wear and tear.

11.7 PET DEPOSIT

NPHA allows pets in its Public Housing unit, but requires pet-owning tenants to pay an additional pet deposit to be used by management at the termination of the tenant's lease towards the reimbursement of the cost of repairing any damages to the dwelling unit cause by the pet. NPHA will charge the per deposit in accordance with its pet policy. NPHA will not charge a pet deposit for an assistive animal (for example, seeing eye dog).

11.8 ADDITIONAL CHARGES

From time to time NPHA may find it necessary to assess additional charges for certain services or damages for which tenants are responsible. NPHA will make all new tenants aware of these charges, and provide them a copy of the standard charge sheet. As NPHA updates the schedule of charges, NPHA will provide all tenants a 30 day notice of the new charges prior to implementing the new charges.

11.9 CABLE

Autumn Park residents have the option to purchase "basic" cable for an additional fee of \$40 a month, paid to the North Platte Housing Authority. Autumn Park residents also have an option to purchase "expanded" basic services. When a tenant opts for expanded basic cable they will pay NPHA the monthly fee of \$40 plus they will be billed individually for the expanded services by the local cable company. Rent will always be paid before a cable charge. Cable charges will be prorated by the number days of service for only move-ins and move-outs. Full monthly charges will be applied for cable service when a resident receives cable service at least one day of any given month. If a tenant request a "re-connection" of cable service there will be a \$40 reconnection fee.

11.10 COLLECTIONS

Payments must be in the form of a money order, check or automatic bank withdrawal (if available). No cash payments are accepted. Payments will be applied to rent charges first and applied to the oldest rent charge first.

A. VACATED ACCOUNTS AND LOSS CONTROL

Accounts of tenants moving out of a dwelling unit owing the NPHA rent, repair, and other charges will be pursued for collection. When a tenant vacates owing the NPHA monies for rent or other charges, the following procedure will be followed:

1. Upon the vacate of a tenant and/or termination of the public housing lease, all debts shall be entered on the account (i.e. charges for damages or clean up). The determination of balance due will be made based on a final inspection, lease obligations, and the date of move out, i.e. the end of the month after the date keys are returned to the NPHA or the end of the month after staff have been authorized to change locks.
2. The Security Deposit will be applied to the balance due.
3. The NPHA will mail a notice of balance owed within fourteen (14) days of the date of move out to the last known address on file unless the former tenant supplies the Authority with a forwarding address. All returned mail (attempts to locate) will be maintained in the tenant file.
4. If within ninety (90) days after sending notice of balance owed , there is no agreement for payment executed, or payments are not paid as agreed, then NPHA may submit such amounts of unpaid balances to the collection firm under contract to seek recovery. This agency will attempt to obtain payments through billing, phone calls, court action, and/or reporting to Credit Bureaus.
5. Former tenant debts will be reported on HUD's Enterprise Income Verifications (EIV) system no later than 90 days from their move-out of the residence or end of participation (EOP) of the public housing program.

B. WRITE OFF OF VACATED ACCOUNTS

Delinquent accounts of vacated tenants shall not be maintained on the books of account if there is no reasonable chance of collection. Accounts of vacated tenants shall be considered uncollectible if they are over 90 days old and staff has made reasonable, but unsuccessful, attempts to collect the full amount. The

Executive Director will present a report to the Board of Commissioners for approval to write off (remove from the accounting records) on an annual basis. Such accounts shall be written off through resolution of the Board of Commissioners. The NPHA will maintain a record of all accounts written off as collection losses

It shall be the policy of the NPHA to make every effort to ensure that any former tenant with an outstanding account balance with the NPHA will be denied re-admission unless the past due account is paid in full and all other criteria for admissions are met. Any applicant that is a former tenant with an outstanding balance will be given the opportunity to enter into a repayment agreement while they are on the waiting list, however payment in full must be made by the time of final eligibility determination to be eligible for admission.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XII
COMMUNITY SERVICE AND
SELF-SUFFICIENCY REQUIREMENTS

12.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. The eight hours of activity may be completed at eight hours each month or aggregated across a year, as long as 96 hours are completed by each annual certification.

12.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are:
 - 1. blind or disabled as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1), Section 1382(c)) and who certify that because of this disability, she or he is unable to comply with the community service requirements;
 - or
 - 2. Family members who are the primary care giver of such individual.
- C. Family members engaged in work activities of **at least 30 hours per week** as defined in section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)), specified below:
 - 1. Unsubsidized employment;

2. Subsidized private-sector employment;
 3. Subsidized public-sector employment;
 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 5. On-the-job-training;
 6. Job-search;
 7. Community service programs;
 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 9. Job-skills training directly related to employment;
 10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
 11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- D. Able to meet requirements under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in our State, including a State-administered Welfare-to-Work program; or
- E. A member of a family receiving assistance, benefits, or services under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of our State (**HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as** a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found by the State to be in compliance with the program requirements, that tenant is exempt from the CSSR, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in non-compliance with such a program.

12.3 NOTIFICATION OF THE REQUIREMENT

The NORTH PLATTE Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The NORTH PLATTE Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. The NORTH PLATTE Housing Authority shall verify such claims. If a resident does not agree with the NORTH PLATTE Housing Authority's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the NORTH PLATTE Housing Authority within ten (10) calendar days of the change.

At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must:

- A. Provide all requested documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used (and verified if necessary) by the NORTH PLATTE Housing Authority to determine whether the tenant is exempt from the CSSR), and
- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the NORTH PLATTE Housing Authority and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the NORTH PLATTE Housing Authority as soon as possible.

Flat Rent: For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

12.4 VOLUNTEER OPPORTUNITIES

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit institutions, such as schools, Head Start Programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
- B. Non-profit organizations serving NORTH PLATTE Housing Authority residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or non-profit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. NORTH PLATTE Housing Authority housing to improve grounds or provide gardens (so long as such work does not alter the NORTH PLATTE Housing Authority's insurance coverage), or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with NORTH PLATTE Housing Authority-run self-sufficiency activities including supporting computer learning centers; and
- F. Care for the children of other residents so parents may volunteer.

In order to facilitate easier documentation of the community service provided, residents shall work exclusively for non-profits or a governmental agency. Any required court-ordered community service or probation-based work shall not count towards a resident's required 8 hours per month of community service.

Eligible self-sufficiency activities include, but are not limited, to:

- A. Job readiness or job training while not employed;

- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a Second Language and/or English proficiency classes;
- H. Budgeting and credit counseling.

The NORTH PLATTE Housing Authority will try to coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the NORTH PLATTE Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

12.5 THE PROCESS

Upon admission and each annual reexamination thereafter, the NORTH PLATTE Housing Authority will do the following:

- A. Provide a list of known volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

Community Service and Annual Re-examinations: At each annual re-examination, each non-exempt family member will present a signed certification on a form provided by the NORTH PLATTE Housing Authority of CSSR activities performed over the previous twelve (12) months. The NORTH PLATTE Housing Authority will obtain third-party verification of CSSR completion administered through outside organizations.

12.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The NORTH PLATTE Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into a written work-out agreement, the lease will not be renewed.

12.7 OPPORTUNITY FOR CURE

The NORTH PLATTE Housing Authority will offer the family member(s) the opportunity to enter into a work-out agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the NORTH PLATTE Housing Authority shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

12.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the NORTH PLATTE Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XIII
RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION

At least annually (if not eligible for triennial re-exams) , the NORTH PLATTE 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 NORTH PLATTE Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. 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. NPHA will obtain a certification from the family accepting flat rent or income-based rent.

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 NORTH PLATTE Housing Authority increasing rent to Flat Rent or taking eviction actions against the family.

13.3 Triennial Re-examinations (Streamlined Income Determination)

Any family member with a fixed source of income that constitutes 90% or more of his or her income shall have his or her income determined for annual reexaminations using a streamlined income determination unless the family requests a third-party verification. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) (if there has been one announced for that year) or current rate of interest to the previously verified or adjusted income amount.

“Family member with a fixed source of income” is defined as a family member whose income includes periodic payments at reasonably predictable levels from one or more of the following sources:

- A. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
- B Federal, state, local, or private pension plans;
- C Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
- D Any other source of income subject to adjustment by a verifiable COLA or current rate of interest and determined appropriate by the NORTH PLATTE Housing Authority.

In the initial year, the NORTH PLATTE Housing Authority determine if any of the family member’s sources of income are fixed. This determination shall be made by either:

1. comparing the amount of income from the fixed source(s) as indicated on the current year’s EIV report or on a family provided document, to the amount generated during the prior year;
2. or by asking the resident.

If so determined, this shall be noted in the tenant file and the file shall state that this was determined. This shall be repeated for new sources of income reported by the resident to the NORTH PLATTE Housing Authority.

The NORTH PLATTE Housing Authority will use a COLA (if there has been one announced that year) or current rate of interest specific to the fixed source of income in order to adjust the income amount. The NORTH PLATTE Housing Authority will verify the appropriate COLA or current rate of interest from a public source or through tenant-provided, third party–generated documentation. If no such verification is available, then the NORTH PLATTE Housing Authority will obtain third-party verification of income amounts in order to calculate the change in income for the source.

For any family member whose income is determined pursuant to a streamlined income determination, the NORTH PLATTE Housing Authority will obtain third-party verification of all income amounts once every 3 years. This also means that if a family member with a fixed-income source that constitutes 90% or more of his or her income is added to the family during year two, for example, then the Housing Authority must obtain third-party verification of all income amounts for

that family member at the next reexamination if the Housing Authority wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

The NORTH PLATTE Housing Authority will continue to **annually** conduct third-party verification of non-fixed sources of income (wages, salaries, etc.) and deductions (medical, etc.) where applicable for all family members. Also, the NORTH PLATTE Housing Authority will continue to obtain family member signatures on the consent forms required by 24 CFR 5.230, as if this provision had not been adopted.

13.4 FLAT RENTS

Each year prior to the tenants anniversary date, NORTH PLATTE Housing Authority will send a reexamination letter to the family offering the choice between a flat rent or an income-based rent. The opportunity to select the flat rent is available only at this time. At the appointment, the NORTH PLATTE Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the NORTH PLATTE Housing Authority representative, they may make the selection on the form and return the form to the NORTH PLATTE Housing Authority. In such case, the NORTH PLATTE Housing Authority will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

- A. Triennial Re-examinations: Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- B. Switch between income-based rent and flat rent: Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income based method during their "lease year" they cannot go back to a flat rent until their next regular annual reexamination.

13.5 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.

Upon receipt of verification, the NORTH PLATTE 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 welfare rent; or
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

13.6 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally 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.

13.7 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decrease in allowable expenses between annual reexaminations, if they have not requested an interim during their certification period. However if the tenant requested a rent reduction after their annual certification period, then the tenant will be required to

report increases in income and reduction in expenses between regular reexaminations and within 14 calendar days of the occurrence.

The family shall also report the following changes within 14 calendar days of the occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

Adding Adult Household member: 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 a Personal Declaration 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 NORTH PLATTE 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, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

Live-in Aide: A resident requesting a live-in-aide will be required to provide verification of the need for a live-in-aide. A criminal screening will be conducted on any Live-in Aide and he/she must meet the same criminal screening as any other applicant. The NORTH PLATTE 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.

13.8 SPECIAL REEXAMINATIONS AND ZERO INCOME HOUSEHOLDS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income, do not pay rent, or have a temporary decrease in income, the NORTH PLATTE Housing Authority may schedule special reexaminations every 90 calendar days until the income stabilizes and an annual income can be determined.

NPHA will not lower rent if there is a temporary loss of income for less than 30 days.

Temporary or Sporadic Employment- If a person works temporary or sporadic employment for the past 12 months, NPHA will anticipate the next 12 months earnings using the past income to reflect future income. If the person has not been enrolled with temporary work on a consistent basis (less than 12 months) then NPHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the income or decrease of income.

13.9 EFFECTIVE DATE OF INTERIM RENT CHANGES

NPHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent resulting from an interim re-examination. The rent will remain in effect until the next annual re-examination or until circumstances occur that warrant an interim rent review. NPHA will attempt to give the family at least 30 days notice of any rent increase. However, if the family fails to fully cooperate with the review process, fails to provide required information on a timely basis, fails to respond to notices to schedule a review meeting or misses an appointment, NPHA may provide less than a 30 day notice. NPHA will charge retroactive rent if the tenant fails to report changes in writing within the required time frames. NPHA will make decrease in tenant rent effective the month after NPHA received the written request, once NPHA receives adequate verification of the changes.

13.10 INCORRECT UNIT SIZE

If NPHA determines that the size or composition of a family has changed and the unit occupied by the family is no longer suitable according to NPHA's Occupancy Standards, NPHA will transfer tenants to another dwelling unit in accordance with Transfer Policy. If NPHA does not own or operate units of the appropriate size, NPHA may terminate the family's lease in accordance with the Lease Termination section of this policy or waive its occupancy standards. NPHA will attempt to provide the family assistance in locating another unit, including referrals to other rental assistance programs.

13.11 OVER-INCOME HOUSEHOLD

If NPHA discovers at an annual or interim re-examination that a family's income exceeds the public housing program income limit, currently 120% of the area median income (AMI), then the following steps must be taken. *120% of AMI is calculated as 2.4 of the 50% median income, or very low income limit.*

- a) NPHA will document that the family exceeds the income threshold and make a note in the file to compare it with the family's income a year later.

If the initial over-income determination was made during an interim reexamination, NPHA must conduct a second interim income reexamination on that date one year later.

- b) **Year Income review-**

If one year after the initial over-income finding by NPHA, the family's income continues to exceed the over-income limit, NPHA will provide written notification to the family. This notification will inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to termination of the lease.

However, if NPHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to lease termination provisions. A previously over-income family is entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

- c) **All notices and communications** will be provided in a manner that is effective for persons with hearing, visual, and other disabilities. NPHA will ensure effective communication using appropriate auxiliary aids and services, such as interpreters, transcription services, brailled materials, large print, and accessible electronic communications, in accordance with Section 504 and ADA requirements. 24 C.F.R. § 8.6 and § 8.28; 28 CFR part 35, Subpart E. This includes the availability, free of charge, of sign language or other types of interpretation. For persons with vision impairments, upon request, this may include materials in Braille or on tape.

- d) **Lease Termination-**Twelve months after the second consecutive over-income determination, if the family is still over-income, the family's lease will be terminated no later than six months after the second over-income finding by NPHA

13.12 MISREPRESENTATIONS

If NPHA determines that a tenant intentionally or deliberately misrepresented or otherwise incorrectly reported income, assets, deductions, family composition, or other information used to determine eligibility and/or tenant rent or unit size. If the family repays the amounts owed, NPHA may allow the family to remain in tenancy. Otherwise NPHS will terminate the tenant's lease in accordance with the Lease Termination section of this policy. At its sole discretion NPHA may allow a family to enter into a repayment agreement to pay off their debt over a specified period of time. The tenant must cooperate with NPHA staff to assist with obtaining accurate information. If NPHA terminates tenancy for failure to cooperate, fraud, or other misrepresentations, the tenant is ineligible to be placed on any NPHA waiting list for at least five (5) years, and must repay in full any amounts owed prior to be housed.

13.13 Temporary/Extended Absence

NPHA policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare in writing to NPHA when a family member is temporarily absent from the household. NPHA will accept other forms of communication other than writing to accommodate a disability. NPHA will advise the family of their options and how it affects the rent and unit size. NPHA distinguishes between absence and abandonment. This policy for absence assumes tenant continues to pay rent and comply with the lease terms and rules of occupancy.

1. Children/Dependent and Children in Foster Care. If the children are removed from their parent's home due to neglect or abuse, the child(ren) will remain a member of the tenant's family as long as a reunification plan is in place with the local social service agency. Otherwise they will not be counted as part of the household. The tenant must provide verification from the local social service agency or court order.

2. Dependent Student (other than head or spouse): A student who attends school away from home, but lives with the family during recesses, may be considered either temporarily absent (first \$480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.

3. Joint Custody of Children: Children who are subject to a joint custody agreement but live in the unit *more than 50%* of the time will be considered members of the household. " *more than 50%* of the time" is defined as 183 days of the year and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

4. Single Parent/Adult Households. When a single parent will be absent for an extended period, NPHA will allow another adult to move into the household to care for the children. NPHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. The single parent must not be absent from the unit more than 60 days unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons. When the single parent is required to be on an extended absence, a responsible adult must be present to supervise the children and the dwelling unit. At NPHA's discretion the other adult may be added as a member of the household in order to allow the family to continue receiving assistance.

5. Incarcerations and vacations: Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.

6. Two or More Adult Households. A Head of the Household may not be absent from household for more than 60 continuous days. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. NPHA will work with a family to change the designated Head of Household as necessary.

7. Absence by other Adult. NPHA will consider an adult to be temporarily absent, and not permanently absent, from the household, if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town, but will return to the household to live when the work is completed, this family member would still be considered a part of the household as a temporarily absent household member.

8. Absence by all adults. The adult members of the household cannot be absent for more than 60 continuous days. If the adult members must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated.

9. Sole member of the Household. The sole member of the household cannot be absent for more than 60 continuous days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated, unless the absence is due to medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons. If the sole member must leave the household to go to the hospital

or nursing home, NPHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the medical source informs NPHA that they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay cannot exceed 180 days before NPHA will consider the absence permanent. If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 continuous days to be considered temporarily absent.

10. Permanent Absences. The family must report in writing to NPHA to declare a family member permanently absent from the household. NPHA will accept other forms of communication other than writing to accommodate a disability.

a) Spouse and other Adult members. If the spouse or other adult member leaves, and the family declares in writing that the spouse or other member is permanently absent, NPHA will require verification of the move before it will consider them permanently absent and remove them from the lease. NPHA will consider a person permanently absent if one of the following is provided:

1. Divorce or legal separation.
2. Lease in their name at another location
3. Utility bills or other appropriate documentation in their name proving residence at another location.
4. Statements from other agencies such as Health and Human Services.
5. Protection or Restraining Order obtained by one family member against another.
6. Proof of incarceration
7. At NPHA's discretion, a written statement from the family with a forwarding address.

b) Military (adult child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.

c) Children. Children (age 17 and under) will be considered permanently absent as reported by the Head of Household.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION XIV

INSPECTIONS

14.1 MOVE-IN INSPECTIONS

The NORTH PLATTE Housing Authority and an adult member of the family will inspect the unit prior to taking possession of the unit. Both parties will sign a written statement of the condition of the unit. A copy of the inspection will be placed in the tenant file.

14.2 ANNUAL INSPECTIONS

The NORTH PLATTE Housing Authority will inspect each public housing unit annually to ensure that each unit meets the NORTH PLATTE Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

14.3 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the NORTH PLATTE Housing Authority. Special Inspections may be scheduled for other reasons such as maintenance needs, complaints, and etc.

14.4 HOUSEKEEPING INSPECTIONS

Generally the NORTH PLATTE Housing Authority will conduct a housekeeping inspection within 90 days of the move-in, at annual inspection and any other time needed to ensure the family is maintaining the unit in a safe and sanitary condition. If the tenant fails a housekeeping inspection, they will be put on a shorter inspection schedule until NPHA is satisfied the tenant is caring for the unit in accordance to the lease and rental handbook.

14.5 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the NORTH PLATTE Housing Authority will attempt to give the tenant at least two (2) calendar days written notice.

14.6 EMERGENCY INSPECTIONS

If any employee and/or agent of the NORTH PLATTE 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.

14.7 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the NORTH PLATTE Housing Authority will attempt to schedule a pre-move-out inspection with the family. The inspection allows the NORTH PLATTE Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the NORTH PLATTE Housing Authority to ready units more quickly for the future occupants.

14.8 MOVE-OUT INSPECTIONS

The NORTH PLATTE Housing Authority conducts the move-out inspection after the tenant vacates the unit 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.

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XV**

**THE HOUSING AUTHORITY OF THE CITY OF
NORTH PLATTE, NEBRASKA**

PET POLICY

EFFECTIVE OCTOBER 1, 2019

15.1 EXCLUSIONS

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The NORTH PLATTE Housing Authority will verify the existence of the disability, and the need for the accommodation—if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the NORTH PLATTE Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an

undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

15.2 PETS IN PUBLIC HOUSING

The NORTH PLATTE Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the NORTH PLATTE Housing Authority harmless from any claims caused by an action or inaction of the pet.

15.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

15.4 TYPES AND NUMBER OF PETS

The NORTH PLATTE Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

No more than two birds, rodents or turtles will be allowed .

Only one dog or cat will be allowed.

Aquariums will be limited to a total tank capacity of 20 gallons with only one tank per unit.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed 30 pounds (Autumn Park) 50 pounds (Scattered Sites) in weight projected to full adult size.

15.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the NORTH PLATTE Housing Authority to attest to the inoculations.

15.6 PET DEPOSIT

A pet deposit of **\$300** is required at the time of registering a cat, dog or an aquarium larger than a fish bowl. . The deposit is refundable when the pet or the family vacates the unit and the unit is inspected for any pet damages, less any amounts owed due to damage beyond normal wear and tear. Assistance animals with a medical provider's statement are exempt from a pet deposit.

15.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the NORTH PLATTE Housing Authority reserves the right to exterminate and charge the resident.

15.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or NORTH PLATTE Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

15.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the NORTH PLATTE Housing Authority designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain building(s). This shall be implemented based on demand for this service.

15.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over **24** hours. If the pet is left unattended and no arrangements have been made for its care, NPHA will have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

15.11 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to one week without NORTH PLATTE Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

15.12 REMOVAL OF PETS

The NORTH PLATTE Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the NORTH PLATTE Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION XVI

REPAYMENT AGREEMENTS

When a resident owes the NORTH PLATTE Housing Authority retroactive rent or back charges and is unable to pay the balance by the due date, the resident may request that the NORTH PLATTE Housing Authority allow them to enter into a Repayment Agreement. The NORTH PLATTE Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve months, ***preferably paid within six months***. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

- A. Reference to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- B. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- C. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- D. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION XVII

PARKING

17.1 AUTUMN PARK COMPLEX PARKING

Every resident at Autumn Park must abide by the parking rules and regulations as set forth in this section.

There are no assigned spaces and residents may park in any lot on the complex.

Households may park one vehicle in the lots surrounding the complex (this includes street parking near Autumn Park). **Guests** are required to park in the overflow area located at the Center Parking lot. North Platte Housing Authority may grant exceptions to the one vehicle per household rule if it is felt by the North Platte Housing Authority that two vehicles are necessary to the family provided the additional vehicle is parked in the North Platte Housing Authority overflow lot or on a public street. An example may be a household who has two family members that both work every day.

All vehicles in the main lots or the overflow lot must be properly plated and in working condition. Any violator of this code will be notified and given an opportunity to move the vehicle. If the vehicle is not moved within the allotted time, the vehicle will be towed. If the owner cannot be identify or located, the vehicle will be towed within 48 hours after a notice has been posted on the vehicle.

All residents may be required to register vehicles with North Platte Housing Authority and may be asked to provide identifying information about their vehicle(s). This information should include the model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information, when requested, may have their vehicle towed and may be evicted for non-compliance.

No parking or driving is allowed on the grass surrounding the buildings. No parking is allowed in marked handicapped spaces unless a handicapped permit, as assigned by the city of North Platte or State of Nebraska, is displayed in the vehicle.

Inoperative or Unlicensed vehicles may not be parked on North Platte Housing Authority property at any time. A maximum time of 14 days will be granted after notification is sent to the tenant informing the owner that the vehicle needs

repaired and/or licensed. Any vehicle in violation of the above provision may be towed immediately unless specifically stated otherwise.

Residents are not permitted to repair vehicles on North Platte Housing Authority property. This includes but is not limited to oil changes and/or transmission fluid changes, engine, brakes or air conditioners repair. Minor repairs, such as tire, battery, or light replacements will be allowed with North Platte Housing Authority approval.

17.2 SCATTERED SITE FAMILY UNITS

All residents may be required to register vehicles with North Platte Housing Authority and may be asked to provide identifying information about their vehicle(s). This information should include the model and year of the vehicle, as well as the license plate number. Any tenant who does not supply this information, when requested, may have their vehicle towed and may be evicted for non-compliance.

No parking or driving is allowed on the grass surrounding the building. Scattered Site parking is limited to designated parking areas, such as car port and/or driveway areas, there are no marked handicapped spaces.

Inoperative vehicles may not be parked on North Platte Housing Authority property at any time. A maximum time of 30 days will be granted after a warning sticker has been affixed to the windshield informing the owner that the vehicle needs repaired. Any vehicle in violation of the above provision may be towed immediately unless specifically stated otherwise.

Residents are not permitted to repair vehicles on North Platte Housing Authority property. Minor repairs, such as tire, battery, or light replacements will be allowed.

Trailers, campers, and other special use items may only be parked in the car port or driveway. Parking vehicles on the lawn is not allowed. **The tenant must follow the City regulations regarding on-street parking of other tenant vehicles.**

17.3 EXCEPTIONS

North Platte Housing Authority, at their discretion, may designate a parking space to mobility impaired persons on a case-by-case basis.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

SECTION XVIII

LEASE TERMINATION

LEASE TERMINATIONS

18.1 TERMINATION BY TENANT

The tenant may only terminate the lease at the end of their year to year lease period, upon submitting at least 30-day written notice prior to the end of their lease period. If the tenant vacates prior to the end of their lease term and/or prior to the (30) day written notice, they will be responsible for rent through the end of the lease or notice period, whichever is applicable, or until the unit is re-rented, whichever occurs first. *After the initial lease term exceptions may be granted for the tenant to terminate the lease early for the following good causes medical, employment, and safety reasons. However the tenant must provide NPHA at least a 30 day written notice prior to the lease termination. Exceptions are always considered at anytime for reasonable accommodations for a disability and for victims of domestic violence, dating violence, stalking and sexual assault.*

18.2 TERMINATION BY THE HOUSING AUTHORITY

NPHA will terminate or refuse to renew the lease for the following reasons.

- a) serious or repeated violation of material items of the lease such as failure to make payments due under the lease or has a history of late payments,
- b) failure to fulfill the tenant obligations set forth in the lease,
- c) failure to maintain the unit in safe and sanitary condition,
- d) permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without prior written approval of the North Platte Housing Authority.,
- e) failure to comply with the Community Service Requirements,
- f) family is over the income limits for the public housing program, or
- g) for other good cause.

Other good cause includes, but is not limited to:

- 1. serious or repeated interference with the rights of other tenants or neighbors;
- 2. serious or repeated damage to the leased premises;
- 3. creation of physical or health hazards;

4. failure of the tenant to use the dwelling unit as his principal place of residence;
5. failure to use energy conservatively when NPHA is providing said utilities; or
6. failure to fulfill other tenant obligations set forth in the lease.

If NPHA terminates the lease, NPHA shall provide written notice to the tenant as follows:

1. In accordance with the Rent Collection Policy in the case of failure to pay rent.
2. A reasonable time considering the seriousness of the situation - but not to exceed 30 days - in a case where a tenant creates or maintains a threat constituting a serious and clear danger to the health or safety of other tenants or housing authority employees. A serious and clear danger shall include but not be limited to any of the following activities of the tenant or any other person on the premises with the consent of the tenant:
 - a. Physical assault or the threat of physical assault.
 - b. Illegal use of a firearm or other weapon or the threat to use an illegal firearm or other weapon.
 - c. Any "drug-related criminal activity."
3. At least thirty (30) days prior to termination in all other cases. On a first offense, NPHA will provide a 14 day period to remedy the tenant default.

A. Drug-related, Violent or Other Criminal Activity. The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when a lease will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate the lease of a family NPHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. The existence of the following behaviors by any household member or guest, regardless of the tenant's knowledge of the behavior shall be grounds for denial or termination of assistance. NPHA may terminate a lease for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on criminal activity will not be NPHA's sole basis for terminating a lease. If a tenant has pending criminal charges on a disqualifying criminal activity, NPHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity.

NPHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred.

The North Platte Housing Authority will terminate the lease of tenants in accordance with HUD's rules and regulations, for the following conduct:

1. **Drug-Related Criminal Activity:** The sale or use of illicit drugs has consequences that negatively affect the lives of family members, neighbors and the North Platte community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives of families affected by drug use and effectively end the household's ability to become self-sufficient.
 - a. Lease Termination. NPHA will terminate the lease when any family or household member is currently engaged in or has within the previous three years engaged in any drug-related activity regardless of arrest or conviction status. NPHA will terminate the lease for any household or household member engaged in drug-related activity on or off the assisted premises.
 - b. Treatment. If the household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, or sale, the lease will not be terminated if the household member is no longer engaging in any drug activity and is actively participating in a supervised drug treatment program approved by NPHA within sixty (60) days of NPHA's notification to the head of household of drug-related criminal activity. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the lease for the entire household.
 - c. Guests. NPHA will terminate the lease for drug-related criminal activity in or near the participant's unit when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in a drug-related criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing the participant or head of household.
 - d. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about drug

use or drug possession by other adult members of the household on or off the premises, NPHA will not terminate the lease if (a) the head of household reports the drug activity to NPHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the adult member arrested is removed from the premises within 60 days of notification by NPHA; (c) the arrested household member is removed from the lease for the unit; and (d) the head of household provides verifiable proof of the new residence by NPHA's requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.

- e. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, NPHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to NPHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (d) the offending adult member is removed from the premises and removed from the lease within 60 days of NPHA's notification; and (e) the head of household provides NPHA verifiable proof of the offender's new residence by NPHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.
- f. Minor Children. If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, NPHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the head of household reports the drug activity to NPHA

by the next annual review, interim review transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 60 days of NPHA's notification; and (d) the head of household provides NPHA verifiable proof of the offender's new residence by NPHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.

g. Methamphetamine Production. NPHA will terminate the lease and permanently bar the household from any housing assistance, if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime prohibition from participation in any federal housing assistance program or any program operated by NPHA.

2. Alcohol Abuse: NPHA will terminate the lease if it determines 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 or persons residing in the immediate vicinity. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for any housing assistance. When the household member reapplies for assistance, the household must meet and maintain all NPHA standards and HUD requirements for admission to any waiting list.

3. Violent and Other Criminal Activity: NPHA will terminate the lease if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from termination of the lease or three years from the completion of sentence or payment of fines to reapply for any housing assistance. When a household member reapplies for assistance, the household must meet and maintain all NPHA standards and HUD requirements for admission to the waiting list. NPHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to commit a crime that is a

felony under the laws of the place from which the individual flees (or is a high misdemeanor in the state of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law. NPHA will make limited exceptions to this policy in accordance with the following guidelines. If NPHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then NPHA will terminate the lease without regard to the following limited exception guidelines.

- a. Guests. NPHA will terminate the lease for violent criminal activity on or near the premises of a participant's residence when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in violent criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing any member of the household.
- b. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other adult members of the household, NPHA will not terminate the lease if (a) the head of household reports the criminal activity to NPHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the offending member is removed from the premises within 30 days of notification by NPHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by NPHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three years from completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.
- c. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity, with or without the knowledge of the head of household, NPHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not

occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the drug activity to NPHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of NPHA's notification; and (d) the head of household provides NPHA verifiable proof of the offender's new residence by NPHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.

- d. Minor Children. If a minor household member (under age 18) engages in violent criminal activity, NPHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to NPHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 30 days of NPHA's notification; and (d) the head of household provides NPHA verifiable proof of the offender's new residence by NPHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under NPHA policies and HUD rules and regulations.

4. Sex Offenders: NPHA will terminate the lease if any household member has committed a felony sex offense. The household member will be subject to a lifetime prohibition from participation in any NPHA program. NPHA will terminate the lease if any household member is subject to a lifetime registration requirement under any state sex offender registration program, or is registered on the State of Nebraska sex offender registry.

5. Threats Toward NPHA Workers/Agents: NPHA will terminate the lease if any household member has engaged in or threatened abusive or violent behavior towards a NPHA employee, contractor, subcontractor or agent.

The household member will be ineligible for housing assistance for three (3) years after the incident. At the end of the three (3) years, the household may reapply for housing assistance. When a household member reapplies for assistance, the household must meet and maintain all NPHA standards and HUD requirements of admission to the waiting list.

6. Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities. The North Platte Housing Authority will terminate the household's lease if the household has failed to fully list on its application, annual re-examination Personal Declaration form, or other form used by NPHA, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.

18.3 Judicial Proceeding

NPHA will evict tenants only by initiating appropriate judicial proceedings.

18.4 Public Housing Grievances.

NPHA will process and resolve grievances or appeals concerning the obligations of the tenant or the housing authority under the provisions of the Public Housing Lease in accordance with NPHA's Public Housing Grievance Procedure that is in effect at the time such grievance or appeal arises.

18.5 Violence Against Women Act.

NPHA will not terminate the lease of a HUD Subsidized Unit on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for continuation of assistance. NPHA will follow the policies and requirements of VAWA. Nothing in this section limits NPHA's authority to evict or terminate a lease for any lease violation not premised on an act of violence against the tenant or member of the tenant's household. Nothing in this section limits NPHA's authority to evict or terminate a lease if there is an actual and imminent threat to other tenants, neighbors, guests, employees, or others. Nothing in this section limits NPHA's authority to evict or terminate a lease of a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members. NPHA may, if allowed under state law, bifurcate a lease to remove or terminate tenancy of any individual who engages in criminal acts of physical violence against family members or others, without terminating the lease of the victim of the violence.

A victim shall take action to control or prevent the domestic violence, dating violence or stalking. The action may include but is not limited to: obtaining and enforcing a restraining order or no contact order or protection order for protection against the perpetrator; obtaining and enforcing a ban of the perpetrator from the

property; enforcing NPHA's or law enforcement's ban of the perpetrator from the property; preventing the delivery of the perpetrator's mail to the victim's unit; providing identifying and other verification information as required by the VAWA and Part XII of this document; and other reasonable measures.

18.6 ABANDONMENT

The North Platte 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.

Tenants who abandon units within the first year of their lease will be held to that lease for rent collection purposes. NPHA will continue to charge the tenant for rent until such time that unit is re-rented or until their lease expires (whichever comes first). NPHA will make every effort to re-rent the apartment as quickly as possible.

When a unit has been abandoned, a North Platte Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place at the tenant's risk and expense. NPHA will issue a Notice of Abandoned Property and Right to Reclaim to the tenant's forwarding address, if one exists, or to the resident's last known address, or sent to such other address, if any known to the Housing Authority. The notice will allow the resident, or other person authorized by law, fourteen (14) days from such termination, abandonment, or death to take possession of such personal property. The tenant will be required to pay the costs of any removal and/or storage of the personal property prior to taking possession of the property. If the resident does not take possession of the personal property within the 14 day notice period, the North Platte Housing Authority may, at its option, dispose of the personal property in any manner which the authority deems fit and assess reasonable charges for the removal, storage and disposition of the property to the tenant's account. Any proceeds from the disposition of the property will be applied to the resident's account to offset the cost of the removal, storage, and disposition of the property. In no case shall any employee or relative of a NPHA employee take ownership of such property. No resident or other person shall have any cause of action against the North Platte Housing Authority for such removal or disposition of such personal property.

A notice will be mailed to the resident stating where the property is being stored and when it will be disposed. If the North Platte Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

18.7 RETURN OF SECURITY DEPOSIT

After a family moves out or lease term expires whichever occurs last, the North Platte Housing Authority will return the security deposit within 14 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.

The North Platte 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 14 days.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XIX
ANTI-FRAUD POLICY

19.0 ANTI-FRAUD POLICY

The NORTH PLATTE Housing Authority is fully committed to combating fraud in its public housing program. 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 NORTH PLATTE Housing Authority. It results in the inappropriate expenditure of public housing 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 NORTH PLATTE Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the NORTH PLATTE 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 immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the NORTH PLATTE Housing Authority deems appropriate.

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
SECTION XX
PRIVACY**

20.0 PRIVACY

The NORTH PLATTE 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.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

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. (24 CFR 5.611)

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 Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the

1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

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. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Assistance applicant: A family or individual that seeks admission to the public housing program.

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.

Ceiling Rent: Maximum rent allowed for some units in public housing developments under the income method of calculating rent. It must equal or exceed the Flat Rent.

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.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Childcare Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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. Arrests alone are not sufficient evidence of criminal activity.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

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. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 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. (24 CFR 5.603(d))

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 (including co-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. (24 CFR 5.403(b)) (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. (24 CFR 5.403(b))

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. [1937 Act]

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 (including co-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. (24 CFR 5.403)

Elderly/Disabled Family Allowance: For elderly families, an allowance of \$400 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)

Employment: Employment for admission preference purposes is defined as:

The employment must provide a minimum of **30** hours of work per week for the family member claiming the preference

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

Extremely low-income families: A very low-income family whose income does 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.). (24 CFR 5.100)

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

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
 - A. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - B. An elderly family (including co-head);
 - C. A near-elderly family (including co-head);
 - D. A disabled family (including co-head);
 - E. A displaced family;
 - F. The remaining member of a tenant family; and

- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

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.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority based on a HUD mandate that it be set at no less than 80% of the FMR, adjusted for tenant-paid utilities. PHAs have the flexibility to conduct reexaminations of family income once every three years instead of annually for families that choose to pay the flat rent. The flat rent amount a family pays is not locked in for the three-year period. Instead, the PHA must revise the flat rent amount from year to year based on the findings of the PHA's rent reasonableness analysis and changes to the FMR.

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, no more than 14 calendar days per year, 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. (24 CFR 5.504(b))

Homeless (as defined for 50058 reporting purposes): An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income

individuals); or

- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

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 standards of 24 CFR 570.

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

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 as long as the ceiling rent equals or exceeds the flat 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. (24 CFR 5.403(b))

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

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. (24 CFR 5.603(d)). 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. (24 CFR 5.504(b))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

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. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

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 therefor. 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. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

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.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- 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 the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. 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. (24 CFR 5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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. (24 CFR 5.100)

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 in the public housing dwelling after all other family members have left.

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program 24 CFR 982), and the Section 8 project-based certificate or

voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;

- B. 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.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

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. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;

2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

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.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

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 60 calendar days, the Housing Authority must agree to the absence.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

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. (24 CFR 5.603(d))

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: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public 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 entire 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.

Examples of required fees include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).

Expenses related to attending an institution of higher education must **not** be included as tuition. Examples of these expenses include, but are not limited to, room and board,

books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed sum charges.

For Section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

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.

Victims of Domestic Violence: Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The North Platte Housing Authority will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member

who lives in the unit with the family or where the family has fled its housing to escape from an abuser.

- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, the North Platte Housing Authority will try to ensure that the new location of the family is concealed.

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. Arrests alone are not sufficient evidence of criminal activity.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

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
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
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