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## **ADMISSIONS AND CONTINUED OCCUPANCY PLAN**

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## **STATEMENT OF INTENT**

It is the intent of the Housing Authority of Cass County, hereafter known as the Housing Agency, to provide low cost housing to eligible persons and families. No relationship other than landlord-resident is created by these rules and guidelines. All disputes will be resolved by the rules herein.

## PART I - DEFINITIONS

### 1. **Adjusted Income** - Annual Income less:

- A. \$480 for each dependent;
- B. \$400 for any elderly family;
- C. For any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of three percent of annual income, but this allowance may not exceed the income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;
- D. For any elderly family:
  - I. With no handicapped assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent (3%) of annual income;
  - II. With handicapped assistance expenses greater than or equal to three percent (3%) annual income, an allowance for handicapped assistance expenses computed according to paragraph C of this section, plus an allowance of medical expenses that is equal to the family medical expenses;
  - III. With handicapped assistance expenses less than three percent (3%) of annual income, an allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceed three percent (3%) of annual income; and
- E. For a family with dependents:
  - I. Child-care expenses which are not reimbursed.

2. **Annual Income** - Annual income is the anticipated total gross income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring or sporadic. Annual income includes, but is not limited to, the following:

- A. The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips and bonuses).
- B. Net income from operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business).
- C. Interest, dividends, and net income of any kind from real or personal property. Where the net family assets exceed \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD less the costs incurred in disposing of these assets.
- D. The full amount received from social security, annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts, excluding a lump-sum payment for the delayed start of a periodic payment of Social Security or Supplemental Security benefits.
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- F. Welfare assistance payments excluding amounts received to cover out-of-pocket expenses necessary to participate in a publicly-assisted program.
- G. Periodic and determinable allowances, such as alimony, child support and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
- H. All regular pay, special pay and allowance (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit except special pay for a family member serving in the Armed Forces who is exposed to hostile fire.
- I. Payments to the head of the household for support of a minor or payments nominally to a minor for his/her support but controlled for his/her benefit by the head of the household or a resident family member other than the head who is responsible for his/her support.
- J. Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4993).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of 30 days or an otherwise Housing Agency-specified shorter period.

3. **Exclusions from Annual Income:**

- 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);
- 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 (except as provided in paragraph (b)(5) of this section);
- 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, as defined in 5.403;
- F. Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. Temporary, nonrecurring or sporadic income (including gifts);
- I. 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;
- J. Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- K. Adoption assistance payments in excess of \$480 per adopted child;
- L. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- M. 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;
- N. 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
- O. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609 apply.
- P. Additional income exclusions:
  - I. Amounts received under training programs funded by HUD;
  - II. 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);

- III. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- IV. 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 PHA 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 initiative coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- V. 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;

#### 4. **Earned Income Disregard**

A. **Qualified family:** A family residing in public housing:

- I. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- II. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- III. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance provided that the total amount over a six-month period is at least \$500.

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

B. Disallowance of increase in annual income:

- I. **Initial twelve month exclusion:** During the twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase

in annual income attributable to employment, the PHA must exclude from annual income (as defined in 5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.

- II. Second twelve month exclusion and phase-in: During the second twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
- III. Inapplicability to admission: The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

5. **Child Care Expenses:** Amounts expected to be paid by the family for the care of the children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable head of household or an adult family member to be gainfully employed and/or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

6. **Dependent:** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person or is a full-time student (does not include full-time student who is head of household or spouse).

7. **Disabled Person:** Disabled person means a person who is under a disability as defined in Section 223 or the Social Security Act or in Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970, or is handicapped as defined in this section or Section 504 of the Rehabilitation Act. Section 223 of the Social Security Act defines disability as:

- A. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- B. In the case of an individual who has attained age 55 and is blind within the meaning of “blindness” as defined in the above regulations; inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: A disability attributable to mental retardation, cerebral palsy, epilepsy, or other neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

8. **Effective Date:** The “effective date” of an examination or reexamination refers to:
  - A. an examination for admission, the effective date of initial occupancy, and
  - B. in the reexamination of an existing resident, the effective date of the redetermined Total Resident Payment.
9. **Elderly Family:** A family whose head or spouse (or sole member) is at least 62 years of age or disabled or handicapped as defined in this section; and may include two or more elderly, disabled, or handicapped persons living together or one or more such persons living with one or more live-in aids.
10. **Elderly Person:** A person who is at least 62 years of age.
11. **Eligibility Income:** To determine whether a family is income eligible, income shall be determined according to the definition of annual income in Part I, Item 2.
12. **Evidence of Citizenship or Eligible Immigration Status:** The documents which must be submitted to evidence citizenship or eligible immigration status (CFR 912.6(b)).
13. **Family:** Family includes, but is not limited to, a single person or a group of persons; a pregnant female, a family with a child or children, or a person in the process of adopting a dependent.
14. **Full-Time Student:** This is a person who is carrying a subject load which is considered full time for the educational institution attended. An educational institution includes a state accredited institution.
15. **Gross Income:** Means total annual income as defined in this section. Gross income does not include Court Ordered Child Support Payments that have been made.
16. **Handicapped Assistance Expense:** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
17. **Handicapped Person:** A person is handicapped if he/she has a physical impairment which: (1) is expected to be of long, continuous and indefinite duration; (2) substantially impairs the ability to live independently; and (3) is of such nature that the ability to live independently would be improved by property accommodating housing.
18. **Head of the Household:** This is the person who assumes legal responsibility and for the behavior of the household.
19. **HUD:** The term HUD means the United States Department of Housing and Urban Development.
20. **Lower Income Family:** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD.
21. **Live-in Aide:** A person who resides with an elderly, disabled, or handicapped person, and
  - A. is determined by the Housing Agency to be essential to the required care of the person, and



B. is not obligated to support the person; and

C. would not be living in the unit except to provide necessary support services.

22. **Medical expenses:** Those medical expenses, including medical insurance premiums, anticipated to be paid during the period for which annual income is computed, which are not covered by insurance and are an out-of-pocket expense to the family as defined by the IRS. (Medical expenses are allowed only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income.)

23. **Near-elderly:** A person who is at least 55 years of age.

24. **Net Family Assets:** Value of equity in real property, savings, stocks, bonds, and other forms of capital investment. To determine net family assets, the Housing Authority shall include the value of any assets disposed of by an applicant or resident for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination. In the case of a disposition of property as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value. The passbook savings rate used to determine annual income will be determined on an annual basis using the Savings National Rate in effect at the time the PHA establishes the rate.

25. **Rent:** The amount payable monthly by the family as rent to the Housing Authority for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services, and reasonable amounts of utilities determined in accordance with the Housing Authority's schedule of allowances for utilities supplied by the project. Tenant rent equals Total Tenant Payment less the utility allowance.

26. **Spouse:** The legal husband or wife of the head of the household.

27. **Utilities:** Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewer services.

28. **Utility Allowance:** A fixed amount is allowed to the resident as a deduction from the Total Resident Payment for utilities purchased separately by the resident. The amount of the allowance is based on the average estimated cost of utilities for living units of various bedroom sizes as determined by the Housing Agency's Utility Allowance Schedule. Telephone service and electricity for amenities or excess use of utilities are not covered by the utility allowance.

29. **Welfare Assistance:** These are 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.

## PART II - ELIGIBILITY REQUIREMENTS

To be eligible for admission, an applicant must qualify as a family.

### 1. For purposes of admission a family may be:

- A. A single person or group of persons; a pregnant female, a family with a child or children or a person in the process of adopting a dependent, a family whose head or spouse (or sole member) is at least 62 years of age or disabled or handicapped as defined in this section; and may include two or more elderly, disabled, or handicapped persons living together or one or more such persons living with one or more live-in aids.
- B. Disaster victims not meeting statutory requirements for admission, only for the duration of the emergency according to HUD Regulation 7465.1 REV-2, Section 6-4.

### 2. Income Limits for Admission

To be financially eligible, the applicant's family must provide adequate evidence that the annual income for the 12-month period following occupancy is not anticipated to exceed the Income Limits for Admission. (See Appendix A - Income Limits)

### 3. Other Qualifications

Elements considered when determining eligibility include, but are not limited to the following:

- A. Whether the conduct of the applicant or member of the family in present or prior housing is such that admission could adversely affect the health, safety, or welfare of other residents, Authority staff, the physical environment, or the financial stability of the project. A record of any of the following may be sufficient to deny eligibility:
  - I. Non-payment of lawful obligations, including rent and utilities.
  - II. Disturbance of neighbors.
  - III. Destruction of property.
  - IV. Poor living or housekeeping habits.
  - V. Any criminal activity which threatens the health, safety or right to peaceful enjoyment of the Housing Agency's premises by other residents or Authority staff.
  - VI. Drug-related criminal activity on or off the premises or violent criminal activity.
  - VII. Reasonable cause to believe that the applicant or member of applicant's family has a pattern of alcohol abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - VIII. Reasonable cause to believe that the applicant or the member of the applicant's family has a pattern of controlled substance abuse that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  - IX. A record of lease violations and/or excessive damages.
  - X. Applicants being investigated or with a record of fraud through another government agency.
  - XI. Any unauthorized individual staying in public housing for a period of over 10 days within a 30-day period without prior written Authority permission.

- XII. An applicant who certifies false statements or information provided to the Housing Agency on application or other documents related to obtaining tenancy through the Housing Agency.
  - XIII. Any member of the household that is a registered sex offender in any state.
- B. To determine eligibility for admission, the Housing Agency shall rely upon sources of information which may include, but are not limited to: Housing Agency records, personal interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, school records, foreign or tribal records, newspaper articles, or the police and sheriff departments, computer matching with National Crime Information Center, and other law enforcement entities. This information will be used to determine whether the applicant's or applicant family's prior conduct and behavior is likely to interfere with other residents or Housing Agency staff to diminish their health, safety or welfare, or be adversely affecting the physical environment or the financial stability of the Housing Agency's low-income housing program.
- C. If unfavorable information is received, consideration may be given to the time, nature and extent of the conduct and to factors which indicate a reasonable probability of favorable future conduct.

#### 4. Ineligible Applicants

An applicant shall be ineligible as follows:

- A. If the Housing Agency determines that the applicant is illegally using a controlled substance. The Housing Agency may waive prohibiting admission if the person demonstrated to the Housing Agency's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:
  - I. has successfully completed a supervised drug or alcohol rehabilitation program;
  - II. has otherwise been rehabilitated successfully; or
  - III. is participating in a supervised drug or alcohol rehabilitation program.
- B. If the person or family has been evicted from public housing, Indian housing, Section 23, any Section 8 program or any other assisted housing program because of **drug-related criminal activity\***, they are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

***\*Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.***

The Housing Agency can waive this requirement if:

- I. The person demonstrates successful completion of a rehabilitation program approved by the Housing Agency, or
  - II. the circumstances leading to the eviction no longer exist. *For example, the individual involved in drugs is no longer in the household because the person is incarcerated.*
- C. The Housing Agency will not accept an application from any person who owes another Housing Agency money. The debt must be paid in full to accept the application.
- D. If the applicant fails to meet any other required eligibility criteria.

- E. If the applicant has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other tenants.
- F. Housing Agency will permanently deny admission to the public housing program, and immediately and permanently terminate assistance of persons convicted of manufacturing, producing, possessing, or distributing methamphetamine, whether on the premises of the assisted housing development or a Section 8 assisted property, or any other property.
- G. Housing Agency will deny admission to the public housing program and immediately terminate tenancy of persons, if any member of the family is subject to registration requirement under a state or federal sex offender registration program.

Housing Authority of Cass County has implemented a zero tolerance “One Strike and You're Out” policy to deny applicants and/or remove residents who are involved in drug-related and violent criminal activity. The fact that an applicant or participant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether or applicant or participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were files; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

Each applicant determined ineligible shall be promptly notified by the Housing Agency in writing of the determination with the reason therefor and of the right, upon request, to pursue the Housing Agency's grievance procedure (except where otherwise disallowed).

## PART III - RESIDENT SELECTION AND ASSIGNMENT POLICIES

The Resident Selection and Assignment Policies take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a sound low-income housing program which provides a decent and suitable living environment and which fosters economic and social diversity in the resident body as a whole.

### **1. Non-Discrimination**

The Housing Agency shall provide housing in a fair and consistent manner to all persons/families interested in renting a Housing Agency unit. The Housing Agency will not discriminate at any stage of the application/participation process because of race, color, national origin, religion, creed, sex, age, handicap or disability. HACC is bound by the non-discrimination requirements of Federal, State and local law. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the Federal, State or local level. HACC will abide by the non-discrimination requirements of:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance;
- B. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental or advertising of housing;
- C. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving Federal financial assistance; and
- E. Executive Order 11063, which required HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed), or sex in housing receiving Federal assistance.
- F. NDCC 14-02.4, which is the State anti-discrimination law. HACC shall not discriminate against any applicant because of race, color, sex, national origin, religion, age or mental handicap or status with regard to marriage or public assistance. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the Federal, state, or local level.
- G. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR parts 100, 108, 109 and 110;
- H. The Americans with Disabilities Act (42.U.S.C. 12101-12213) to the extent applicable.

### **2. Resident Selection and Waiting List Procedures**

The waiting list(s) will be maintained for all eligible applicants by unit size and preferred city location. In order to be placed on the waiting list, an interested family must submit a complete application to the Housing Agency. Complete applications will be date and time stamped upon receipt in the Housing Agency office and placed on the waiting list in order of date and time received.

- A. The complete application will consist of:
  - I. Application form, including current and prior landlord information
  - II. Authorization for the Release of Information/Privacy Act – HUD form 9886 (to be signed by each household member over age 18),

- III. Release of Information/Authorization and Federal Privacy Act Notice - HACC (to be signed by each household member over age 18),
- IV. Declaration of citizenship or eligible immigration status forms,
- V. Student Certification Form
- VI. Debts Owed to Public Housing Agencies and Terminations form
- VII. RHIP; What you Should Know About EIV
- VIII. Supplement to Application for Federally Assisted Housing form
- IX. Any additional information requested by the Housing Agency has been received and certified.

B. Social Security Number Documentation: To be eligible, all family members must provide a Social Security Number or certify that they do not have one. Adults must certify for minors.

- I. Each assistance applicant must submit the following information to the processing entity when the assistance applicant's eligibility under the program involved is being determined:
  - a) The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
  - b) Documentation of a valid SSN card issued by the SSA; or an original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual, or such other evidence of the SSN as HUD may prescribe in administrative instructions.

If the processing entity determines that the assistance applicant is otherwise eligible to participate in a program, the assistance applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the complete and accurate SSN assigned to each member of the household and the documentation referred to in (II) above.

- II. Addition of a new household member who is under the age of 6 and has no assigned SSN:
  - a) When a participant request to add a new household member who is under the age of 6 and has not been assigned a SSN, the participant shall be required to provide the complete and accurate SSN assigned to each new child and the documentation referred to in #2 above to verify the SSN for each new child within 90 calendar days of the child being added to the household.
  - b) The PHA shall grant an extension of one additional 90-day period if the PHA, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that the PHA is awaiting documentation of a SSN, the PHA shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. Upon failure to produce a SSN, the PHA shall follow the provisions of 5.218.

All forms requiring applicant signatures must be signed by all adult members of the family listed on the application. A valid ID must be received for all household members over the age of 18. A birth certificate must be on file for those under the age of 18. If an application is not completed within 90 days with all information certified, it is inactive.

- C. Waiting List: A waiting list will be managed by date and time application and supporting documents are received and verified by HACC. Families whose names have reached the top of the waiting list will be notified by mail and advised to contact HACC within ten (10) days from the date of the letter to make a response. In the event of an applicant not responding to an offer letter, a second letter will be sent giving the applicant 10 days to make a final response prior to removing them from the waiting list.
- D. Preferences: The Housing Authority of Cass County will give a preference to applicants who meet the following criteria:
- I. Applicant families of a federally declared disaster who are Section 8 voucher holders or public housing residents in another jurisdiction. They will receive preference over all other waiting list placeholders.
  - II. Applicant families who are currently ND residents. They will receive preference over residents who are not currently ND residents.
- E. Procedure for Compliance with Income Targeting Guidelines:
- I. The Housing Authority will follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, the Housing Authority will monitor incomes of newly admitted families.
  - II. In the event that new admissions for the present fiscal year fall below the mandatory income guidelines for extremely low income admissions, it may become necessary to select applicants whose names have come up on the waiting list based on their meeting the extremely low income guidelines. This will be accomplished in the following manner:
    - a) An applicant at the top of the waiting list will be sent a letter and asked to come in for an interview as they normally would.
    - b) If after the interview an applicant's verified income exceeds the extremely low income requirement, the applicant will be put back on the waiting list with their original date and time, and the next extremely low income applicant at the top of the waiting list will be taken.
    - c) This process will continue until the Housing Authority is again in compliance with the mandatory income guidelines.
- F. Deconcentration Policy: It is Housing Authority of Cass County's policy to provide for deconcentration of poverty and encourage income mixing with a goal of bringing higher income families into lower income complexes and lower income families into higher income complexes. The Housing Authority of Cass County will ensure that all marketing of our housing is targeted to all eligible income groups. Lower income residents will not be steered toward lower income complexes and higher income people will not be steered toward higher income complexes. Instead, residents decide where they would like to live. Each applicant that reaches the top of the waiting list will be offered the first available unit. However, if they do not wish to accept this unit offer, they will be given up to two additional offers. If an applicant declines three unit offers without good cause, that applicant will be cancelled from the waiting list.
- G. Additional Selection Criteria
- I. The Housing Agency may hold a unit for an eligible applicant for no more than thirty days after notifying the applicant of the available unit. An extension period may be granted up to an additional 30 days.

- II. Each eligible applicant will be offered a suitable unit. If the applicant rejects the unit offered, he/she shall be moved to the last place on the waiting list. If the applicant rejects a unit when their name reaches the top of the waiting list for a second time, the application will be made inactive and the applicant informed that he/she must reapply when he/she is again interested. It is not a rejection if the location would create an undue hardship to the applicant. This hardship situation must be verified and accepted by the Housing Agency.

H. Additional Screening and Continued Occupancy Criteria

- I. *Denial of Assistance for Life*
  - Accessory to Murder
  - Attempted Murder
  - Homicide/Murder/Manslaughter
  - Manufacturing/Distributing/Possessing Methamphetamine (any involvements)
  - Registered Sex Offender
  
- II. *Denial of Assistance for Three Years*
  - Arson
  - Child Abuse
  - Child Molestation
  - Corruption of a Minor
  - Domestic Violence
  - Felony Drug Traffic/Use/Possession
  - Kidnapping
  - Rape
  - Gang Association
  
- III. *Denial of Assistance for One Year*
  - Assault or Fighting
  - Burglary/Robbery/Larceny
  - Carrying/Concealing Dangerous Weapon
  - Misdemeanor Drug Traffic/Use/Possession
  - Destruction of Property
  - Disorderly Conduct
  - Drunk and Disorderly Conduct
  - Felony Theft
  - Fraud
  - Menacing
  - Prostitution or Solicitation
  - Public Intoxication
  - Receiving Stolen Goods
  - Terrorizing/Making Terroristic Threats
  - Threats or Harassment
  - Vandalism



I. Occupancy of Accessible Dwelling Units:

- I. First, offer the unit to a current occupant with disabilities in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. The HACC will pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
- II. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, the HACC will offer the unit to a current resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those accessibility features.
- III. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit, the HACC will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on the HACC's waiting list who can benefit from the accessible features of the available, accessible unit.
- IV. Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, the HACC should offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the HACC may require the applicant to execute a lease that requires the resident to relocate, at the HACC's expense, to a non-accessible unit within thirty (30) days of notice by the HACC that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

J. Disposal of Files:

- I. An inactive file will be disposed of three years from the date it was classified as inactive.
- II. Ineligible or withdrawn files will be disposed of three years from the date they were classified as ineligible or withdrawn.
- III. Terminated resident files will be disposed of three years after audit.

## PART IV - RENTS AND RENT COLLECTION POLICY

1. **Choice of Rent:** The amount payable monthly by the family as rent to the Housing Agency will be the option selected annually by the family. The options include:

- A. **Flat rent:** This is based on the Fair Market Rent as determined by HUD and established by the PHA.
- B. **Income-based rent:** The Total Tenant Rent shall not be less than 10 percent of the annual gross income or less than 30 percent of the annual adjusted income, or \$50.00, whichever is greater. However, a tenant shall at no time pay more than the flat rent established by the Housing Agency.
- C. **Changes to Rents:** Upon the family's request, the Housing Agency will switch the family's rental payment from flat rent to income-based rent due to the following circumstances:
  - I. The family has experienced a decrease in income because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of earnings or other assistance;
  - II. The family has experienced an increase in expenses because of changed circumstances, for medical costs, child-care, transportation, education, or similar items; and
  - III. Such other situations determined by the Housing Agency to be appropriate.
- D. **Minimum Rent Hardship Exemption:** The Housing Agency may grant an exception to the minimum rent requirement for hardship circumstances, which includes the following situations:
  - I. The family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - II. The family would be evicted as a result of the imposition of the minimum rent requirement;
  - III. The income of the family has decreased because of changed circumstances, including loss of employment; or
  - IV. A death in the family has occurred.

An exemption will not be provided if the hardship is determined temporary.

The Housing Agency will inform all program participants of their right to request a minimum rent hardship exemption and that determinations are subject to the grievance procedure. If the family requests a hardship exemption, the minimum rent requirement is immediately suspended for a period of up to 90 days. The minimum rent will be suspended until a determination is made whether:

- \* There is a hardship covered by the statute; and
- \* The hardship is temporary or long-term.

If the Housing Agency determines that there is no hardship covered by the statute, minimum rent is imposed, including backpayment for minimum rent from time of suspension. If the Housing Agency determines that the hardship is temporary, the minimum rent also is imposed, including backpayment for minimum rent from the time of suspension. The family will not be evicted for nonpayment during the 90-day period commencing from the date of the review request.

- E. Utility Allowance: Where the tenant pays his own utility bills, a utility allowance will be subtracted from the Total Tenant Payment according to an approved Utility Allowance Schedule. (See Appendix B - Utility Allowance Schedule.)
- F. Utility Reimbursement: Where rent computations result in utility reimbursement (Total Tenant Payment less utilities), the Housing Agency shall pay to the tenant the utility allowance as determined by tenant's unit size according to a written agreement signed by the tenant. The tenant shall be responsible for paying his/her share of the utility charges directly.
- G. Public Housing Rents for Mixed Families:
  - I. 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.)
  - II. Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
  - III. 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).
  - IV. 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.
  - V. 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.
  - VI. Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
  - VII. 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 PHA must use the TTP as the mixed family TTP.

## 2. Rent Collection Policy

- A. Rents are due and payable in advance on or before the first day of each month.
- B. All unpaid rents become delinquent after close of business on the 6th of each month and unless a written extension is requested and approved by the Housing Agency and signed by the head of household or any adult member of the household prior to the 5th day of the month, the resident shall be personally served a 14-day Notice to Pay or Quit. If the resident has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Agency's attorney for legal processing.

- C. When a payment agreement is executed, the maximum length of an extension of time to pay the delinquent rent shall be 30 days. If the rent is not paid on the date set forth in the repayment agreement, the resident will be served a 14-day Notice to Pay or Quit. If the resident has not filed a grievance and payment is not received in full within the 14-day notice period, the account shall be forwarded to the Housing Agency's attorney for legal processing.
- D. A \$20.00 late charge may be added to any rents not paid on or by close of business on the 6th of the month or such later date set forth in an approved written payment agreement.
- E. If payment is not made and the time for a grievance has expired, legal proceedings will be instituted for possession of the unit. Partial payment will not stop legal proceedings.
- F. Late payment of rent and/or receipt of a NSF or Closed Account check constitutes material non-compliance with the material terms of the lease and could result in termination of tenancy. Once a NSF check is received, a bank draft, certified check, or money order will be the only acceptable means of payment. A \$20.00 fee will be assessed to the account.
- G. Civil Penalties will be assessed per lease agreement.

## PART V - ADDITIONAL CHARGES

### 1. Security Deposit

Each resident is required to pay a security deposit. The amount of security deposit is determined based upon size of the unit rented and household composition. The security deposit will be held until the resident moves out and will be returned with interest per state law if the following conditions are met:

- A. There is no unpaid rent or other charges for which the resident is liable.
- B. The apartment and all equipment are left reasonably clean and all trash and debris has been removed by the resident.
- C. There is no damage which is not due to normal wear.
- D. All keys issued to the resident are returned to the Housing Agency office when the resident vacates.
- E. Resident must provide the Housing Agency with a forwarding address.
- F. Resident gives a 45-day written notice to the Housing Agency.
- G. Resident must have resided in the Housing Agency unit for 9 or more months before interest will be paid on the security deposit.

The security deposit may not be used to pay rent or maintenance charges during occupancy. The amount of security deposit shall be a minimum set by the Housing Agency.

### 2. Pet Deposit

Resident agrees to pay an additional \$350.00 pet deposit to be used by the Housing Agency at the termination of resident's lease for reimbursement for costs of repairing any damages to the dwelling unit caused by pet (See Appendix C – Animal Permit Agreement). THIS DOES NOT APPLY TO SERVICE OR ASSISTANCE ANIMALS FOR RESIDENTS WITH DISABILITIES.

### 3. Maintenance Charges and Fees

The Housing Authority of Cass County may issue additional charges for maintenance requests, damages done to the unit, and other service necessary to maintain the safety and security of the unit. Such charges shall be approved the by Board of Directors and a Schedule of Charges shall be maintained as an appendix to the lease and posted in the Housing Authority office.

## PART VI - RE-EXAMINATION AND RENTAL ADJUSTMENTS

### 1. Recertification

- A. **Annual Recertification** will be done at least every 12 months. The initial Annual Recertification may be done in less than twelve months to correspond with the Housing Agency's schedule. The Housing Agency will notify residents of their option to choose to pay flat rent or income-based rent. At annual re-examination, the resident is required to:
- I. Provide releases of information.
  - II. Verify ALL income, assets, and deductions; and
  - III. Provide current information on family composition.
  - IV. Provide evidence of citizenship or eligible immigration status, if they have not already done so.

Failure by family to cooperate in and complete interim re-examinations in a timely manner and annual re-examinations prior to the annual date of the original lease is a violation of the resident's lease and shall be grounds for termination of tenancy.

- B. **Flat Rents:** flat rents will be re-examined once every three years or at resident's request. As required by regulation, the Housing Agency will annually re-examine the status of each family relating to the rent charge and the size of the unit required.
- C. Income will be reviewed at the re-examination to determine rent to be charged. If it is found that the rent currently being charged is no longer in conformance with HUD regulations, the rent will be adjusted accordingly.
- D. **Interim Recertification:** When rent is established, such rental rate shall remain in effect until the next annual re-examination or until circumstances warrant a special rent and income review. When any of the following occur, rent, family composition and income will be reviewed and, when necessary, the unit size adjusted in accordance with HUD regulations:
- I. Additional persons will reside in the unit.
  - II. Resident requests a rent review due to a decrease in family income or change in family size or a change in other circumstances which would lower the rent payment according to HUD regulations.
  - III. The current rental payment was calculated for a temporary time period (i.e. zero income, pending benefits, business income).
  - IV. Any increase in income due to number of hours worked or changes in employers MUST be reported within 10 days of the change.
  - V. There is a change in Housing Agency regulations requiring such a review.

### E. Changes in Rents:

- I. Increases in rent resulting from rent reviews not due to changes in family composition are effective the first day of the second month following the change. Rent increases due to a change in family composition will be effective the first day of the month following the change.

- II. The Housing Agency will provide a 30 day notice before rent increases.
  - III. Decreases in rent are effective the first day of the month following the change. All changes must be verified in writing by the 25th of the month in which the change occurs, or within 10 days, whichever comes first.
- F. **Household Composition Changes:** If it is found that the size or composition of a household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations, the Housing Agency shall transfer family to other dwelling unit according to transfer procedures as set out in this plan (Section XIII, 4.)
- G. **Excluded Income Increases:** Increases of income due solely to hourly rate increases will not be used for rent calculation until the next scheduled recertification.
- H. **Misrepresentation of Facts:** If it has been found that a resident misrepresented to the Housing Agency the facts upon which rent is based, so that the rent paid is less than should have been charged, then the increase in rent is made retroactive to the date the change should have been made.
- I. If the Housing Agency determines that the resident has gained admission or remained in occupancy in the Housing Agency's project through the resident's willful misrepresentation of income, assets, or family composition, the Housing Agency may serve 30-Day Notice of Termination of Lease and may file charges against resident in district court for theft of services or fraud.
  - II. If the Housing Agency finds that a resident intentionally or deliberately misrepresented his/her income, assets, deductions or family composition, the resident may be given notice of Termination of Lease at the time the misrepresentation is discovered, whether or not the resident is eligible when the misrepresentation is discovered. Resident has the right to request to pursue the Housing Agency's grievance procedures.
- I. **Imputed Welfare:** The Housing Agency will not reduce the annual income of a family or reduce the rent because of a reduction in the family's welfare assistance because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement.

## PART VII - VERIFICATION OF STATEMENTS AND INCOME

### 1. Verification

All applicants and residents shall be required to furnish proof of any statements, when requested by the Housing Agency, to reasonably assure accuracy.

When an applicant or resident reports annual income which appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e., AFDC, welfare, unemployment compensation, child support, child care assistance reimbursement, etc.) the Housing Agency may require the absence of such income to be verified, every 60 days.

All verifications will be obtained prior to the signing of a lease and for all subsequent re-examinations to ensure that current and accurate data is used in calculating rents, eligibility and unit size.

Applicants/residents must furnish verification or provide authorization to the Housing Agency to obtain verification from a third party of all statements regarding income, assets, and allowances.

When a resident's or applicant's participation in or completion of a drug abuse, alcohol abuse or other counseling program is required for admission or continued occupancy, the applicant or resident must provide releases of information to the Housing Agency for such counselors or agencies as are involved for purposes of determining eligibility.

All income, assets and each applicable deduction or exemption is verified at the time of admission and at each subsequent reexamination. Income will be verified by third-parties where feasible. Government generated reports (i.e. EIV) will be considered third party verification. If third-party written verification is not possible, a review of documentation provided by the family, such as employers' W-2 forms, benefit checks, income tax returns, benefits award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third-party verification is not used, the Housing Agency will document the reason another method was used. (United States Treasury checks will not be photocopied.)

The following will be verified and documented in resident files:

- A. Age of family members when the sole factor determining eligibility is based on age or to support exemptions claimed for minors.
- B. Displacement, handicap, disability, or age when they are a factor in determining eligibility for a placement on the waiting list or unit assignment.

For persons who claim disability but do not receive benefits under Section 223 of the Social Security Act or Section 102 (b) 5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, or any other disability insurance, and when applicant or resident has not other means of verifying disability, a doctor's certification as to the degree and possible length of such disability or equivalent may be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility.

- C. Full-time student status.



- D. Non-economic selection criteria. When the basis for possible denial of eligibility is the past conduct of the applicant or members of his or her family, the Housing Agency may request additional information, including, but not limited to:
- I. Verification of past rental history;
  - II. Home visits to current residence; and
  - III. Interviews with neighbors, clergy persons, advocates, counselors, parole officers, local law officers, etc.

# PART VIII - OCCUPANCY STANDARDS AND REQUIREMENTS

## **1. Occupancy Standards**

Units are assigned so that no persons of opposite sex, other than head and co-head and children below the age of six years, will occupy the same bedroom. When possible, units also should be assigned not to require use of living rooms for sleeping purposes. Every member of a family regardless of age should be considered a person. Unborn children are not considered persons under these standards.

The following will determine the number of bedrooms required for a family of a given size except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger unit that is required. Such family would be transferred to the proper size unit as soon as one is available. When transfers are necessary, they take priority over new admissions.

Generally, assignment of units will be made as shown below:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	4
2	2	6
3	3	10
4	5	12

The relationship, age, sex, health, or handicap of the members of the family may be taken into consideration in assigning families within the above ranges.

## **2. Family Absences From Unit**

A unit under lease may not be left unoccupied for greater than 60 days for non-medical reasons, whether or not the resident pays rent and/or utilities on the unit unless otherwise approved in writing by the Housing Agency. The Housing Agency may make case-by-case exceptions for required in-patient stays up to 180 days.

Criteria used to determine if a family is absent from a unit include but are not limited to:

- A. Rent is unpaid.
- B. Utilities are not in service.
- C. Papers are piled up in front of the door(s).
- D. Mail is not collected, or Post Office reports a forwarding address has been placed at the Post Office by the family.
- E. Reports by neighbors or other individuals that the unit is vacant.
- F. Emergency inspection to view unit indicates an absence.
- G. Unsuccessful attempts by Housing Agency staff through mail and telephone to contact the family.
- H. Newspaper or other reports that the individual is incarcerated or deceased.

## **3. Changes in Family Composition**

- A. To add a family member, foster child or live-in aid to a resident's lease, the resident must:
  - I. Provide a written request to the Housing Agency
  - II. Supply all required documentation for proposed new family member, foster child, live-in aid, etc.
  - III. Not allow the proposed new family member to reside in the unit for more than three days without written approval from the housing authority prior to the proposed new family member being determined to be eligible by Housing Agency staff and being officially added to the lease. (Exception: a newborn or adopted baby or foster child may reside in unit during the process of determining eligibility to be added to the lease as a family member).
  
- B. To remove a family member from the tenant's lease, the following procedures must be followed within 30 days:
  - I. The adult head of household may remove minors from the lease by written request to the Housing Agency. The resident may be required to provide documentation to show that the minor no longer resides in the unit when the Housing Agency requests such information.
  - II. An adult member of the household may only be removed from the lease as follows:
    - a. The adult member him or himself presents a written request to the Housing Agency to be removed from the lease.
    - b. The court evicts the adult family member from the unit.
    - c. There is a court restraining or protection order in force which prohibits the adult family member from being in or near the unit.
    - d. The adult family member is incarcerated for a period to exceed 6 months.
    - e. The adult family member is hospitalized in a mental institution for a period to exceed 6 months.
    - f. When circumstances arise other than those mentioned above which would not deny or interfere with the removed adult family member's rights under the lease.

4. **Reassignment or Transfers to Other Dwelling Units**

Reassignment or transfers to other dwelling units shall be made in accordance with Part III, 1: Non-discrimination, as follows:

- A. Residents shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating medical hardships or extenuating circumstances as determined by the Executive Director or his/her designee.
- B. Transfers shall be made to conform to occupancy standards.
- C. Transfers required due to household size shall take precedence over new admissions.
- D. Families in over-occupied units shall be offered a larger unit at the first opportunity.

- E. Families in under-occupied units shall be offered a smaller unit at the first opportunity. This may be waived to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
- F. Transfers may be allowed between projects to further employment opportunities or for schooling.
- G. Only one unit will be offered to a family transferring unless there is a hardship situation as determined by the Housing Agency. If resident refuses the unit offered, and it is determined by the Housing Agency that there is no hardship to the family, the lease may be terminated by the Housing Authority with a 30-day notice.
- H. A tenant occupying an efficiency may retain a place on the waiting list for a one-bedroom unit. Once their initial 12-month lease with HACC is fulfilled, said tenant is eligible for transfer to an available one-bedroom unit. Eligibility will be determined based upon the tenant's current waiting list status.

## PART IX – LEASING

### 1. Leasing Procedure

- A. Prior to admission, a lease shall be signed by the family head of household and any other adult members of the household and executed by the Housing Agency.
- B. The lease is to be current at all times and must be compatible with Housing Agency policies as well as state and federal law.
- C. Notices of Rent Adjustments which are issued to amend the lease need only be signed by the Housing Agency.
- D. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the Housing Agency office and shall be furnished to applicants and residents upon request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given setting forth the proposed modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:
  - I. Delivered directly or mailed to each resident; or
  - II. Posted in a conspicuous place at the project office
- E. Any modifications of the lease other than noted above or rent adjustments must be accomplished by a written addendum to the lease signed by both parties.

## PART X - LEASE TERMINATIONS

### **1. When the Lease May be Terminated**

- A. The resident may terminate the lease by providing the Housing Agency with a 45-day written notice as defined in the lease agreement.
  - I. In the circumstance that an elderly person is permanently admitted to a nursing facility, a 30-day written notice to vacate will be accepted. This notice may be given from any calendar date. If the unit is not vacated by the end of the 30-day period, additional rent charges may apply.
  - II. In the case of the death of the last remaining adult in the household, the lease shall be terminated at the end of the month the death occurred. If the unit is not vacated by the end of the month the death occurred, additional rent charges may apply.
  - III. The lease may be terminated by the Housing Agency at any time by the giving of written notice for violation of the terms of the lease, HUD regulations or for other good cause.

#### B. Grounds for Termination of the Lease

- I. Grounds for termination of the lease for action or failure to act by the resident, any member of the resident's household or guest(s), include, but are not limited to:
  - a. Violation of any term of the lease
  - b. Violation of any HUD regulation
  - c. Violation of Housing Agency rules as set out in this plan
  - d. Violation of the Housing Authority's Smoke Free Addendum
  - e. Any activity, including criminal activity, that threatens the health, safety or right to peaceful enjoyment of the Housing Agency's public housing premises by other residents or Housing Agency staff.
  - f. Any drug related criminal activity on or off the premises.
  - g. Failure to pay rent or other charges.
  - h. Disturbance of neighbors.
  - i. Destruction of property
  - j. Poor living or housekeeping habits which result in the unit failing inspection and/or which creates an unsafe or unsanitary condition in the unit or on the project premises.
  - k. Reasonable cause to believe that the resident, member of the resident's family or guest(s) has a pattern of controlled substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
    - i. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous twelve months.
    - ii. The PHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.
    - iii. In making its decision to terminate the lease, the PHA will consider alternatives as described in Section 13-III.D and other factors as described in Sections 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate the lease.

- l. Resident allows unauthorized individual(s) to stay in public housing for a period longer than 10 days within a 30-day period without prior written Housing Agency permission.
- m. Resident certifies to false statements or false information.
- n. Resident fails to complete interim recertifications in a timely manner as set out in this plan and annual recertifications as required by HUD.
- o. Resident fails to submit Housing Agency-requested releases of information and other documentation as requested by the Housing Agency to comply with this plan, the resident's lease, HUD regulations and any other federal, state or local law which binds the resident and/or the Housing Agency within time specified by the Housing Agency.
- p. Failure to provide social security numbers.
- q. Failure to provide evidence of citizenship or eligible immigration status.
- r. Rendering to the Housing Agency a non-sufficient funds or no account check.
- s. Does not keep utilities in service.
- t. Does not report changes in income decreases, or family composition changes by the 25th of the month in which it occurs, or within 10 days, whichever comes first.
- u. Vacates unit in violation of lease.
- v. Knowingly omits or under-reports income or assets of self or household member.
- w. Transfers income or assets to obtain/retain false eligibility.
- x. Overstates deductions/allowances/expenses.
- y. Uses false identify, or false documents such as social security number(s), birth certificates, marriage licenses, divorce papers, etc.
- z. Falsifies number of household members, such as adding fictitious children, or omitting a household member with income.
- aa. Fails to report all sources and all amounts of income and assets at annual examination.
- bb. Denial term will be based on the table found in (F) Additional Screening and Continued Occupancy Criteria.
- cc. If it is determined that any member of the household is subject to a sex offender registration.

Determination that a resident, resident's family, or guest(s) has violated the lease, the Housing Agency's Admissions and Occupancy Administrative Plan, HUD regulations, or Federal housing law which requires that the applicant be denied or the resident evicted from the premises shall be based on the preponderance of the evidence rather than the standard of "beyond a reasonable doubt" in criminal law.

Verification of any of the above violations is considered grounds for Termination of Lease, or other appropriate action to correct the violation(s).

Housing Authority of Cass County has implemented a Zero Tolerance, "One Strike and You're Out" policy to deny applicants and/or remove residents who participate in drug-related criminal activity.

Before the Housing Agency takes any adverse action based on a criminal conviction record, the Housing Agency must provide the applicant or resident with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record through the Housing Agency's Grievance Procedure as set out in this plan.

Failure by the Housing Agency to terminate on the basis of one incident is not a waiver of any legal remedies or termination at a later date.

- C. If the Housing Agency terminates the lease, written notice will be given as follows:
  - I. At least fourteen (14) days prior to termination in the case of failure to pay rent.
  - II. A reasonable time prior to termination based on the urgency of the situation in the case of creating or maintaining of a threat to the health or safety of other residents or Housing Agency employees or the safety of the premises.
  - III. At least thirty (30) days prior to termination in all other cases.
- D. Notice of termination to resident shall state the reasons for the termination, shall inform the resident of his/her right to make such reply as he/she may wish and of his/her right to request to pursue the Housing Agency's grievance procedure and the elements of due process, except where the grievance procedure is not required by statute.
- E. When the Housing Agency is required to afford the resident the opportunity for a hearing under the Housing Agency's grievance procedure for a grievance concerning the lease termination (966.51(9)(1)), the tenancy shall not terminate (even if any notice to vacate under State of local law has expired) until the time for the resident to request a grievance hearing has expired, and (if a hearing was timely requested by resident) the grievance process has been completed.
- F. Appeals concerning the obligations of the resident or the Housing Agency under the provisions of the lease shall be processed and resolved according to the Grievance Procedure of the Housing Agency in effect at the time such grievance or appeal arises, which procedure is posted in the Housing Agency office.
- G. Terminated resident files shall be disposed of three years after audit.



## 2. Smoke Free Housing

- A. **Intent:** Effective January 1, 2016 all Public Housing units offered by the Housing Authority of Cass County are 100% Smoke Free. It is the intent of this policy to mitigate the irritation and known health risks from secondhand smoke, increased maintenance, cleaning, and redecorating costs and fire hazards associated with smoking.
- B. **Definition of Smoking:** The term smoking means inhaling, exhaling, breathing, vaping, or carrying any lighted cigar, cigarette, E-cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- C. **Smoke-Free Residence:** The tenant agrees and acknowledges that the premises to be occupied by Tenant and members of the Tenant s household have been designated smoke-free living environment. Tenant and members of Tenant s household shall not smoke anywhere in the units rented by Tenant, or the building where the Tenant s dwelling is located or within twenty (20) feet of any entrance or window to the building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
- D. **Enforcement:** The staff of the Housing Authority will make effort to follow up on any accusations of smoking by other residents. Up to two verbal and/or written warnings will be issued if smoking has been determined. On the 3rd offense, a final written notice shall be given informing the Tenant of the consequences should smoking continue. On the 4th offense, a 30-Day Notice to vacate will be issued. Staff of the Housing Authority will include administrative, maintenance, hired security, emergency personnel, or Police Department.

## XI. VICTIMS OF DOMESTIC VIOLENCE (VAWA)

1. **Purpose**: The purpose of the Victims of Domestic Violence Policy is to:

- A. Reduce domestic violence, dating violence, sexual assault and stalking; and protect victims of such criminal acts;
- B. Prevent homelessness caused by domestic violence;
- C. Create long-term housing solutions for victims of domestic violence;
- D. Build collaborations among victim service providers, homeless service providers, housing providers and housing agencies to address the housing needs of victims of domestic violence; and
- E. Enable public and assisted housing agencies, private landlords, private management companies and other housing providers and agencies to respond appropriately to domestic violence, while maintaining a safe environment for all housing residents.

2. **Protection of Victims**

- A. For the purpose of this policy, the term domestic violence encompasses acts or threats of domestic violence, dating violence, sexual assault and stalking, as those terms are defined in the VAWA.
- B. VAWA protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being denied or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence shall not be considered serious or repeated lease violations by the victim or criminal activity by the victim that is grounds for termination of the lease or of housing assistance.
- C. VAWA protections are available to both applicants for and recipients of housing assistance through the Section 8 rental assistance programs, including tenant-based Housing Choice Vouchers (HCV) and Project-Based Vouchers (PBV).
- D. VAWA protects both women and men who are victims of domestic violence.
- E. The protections provided by VAWA and this policy are to be observed and enforced by all PHA staff, individuals and agencies contracting with the PHA, and property owners participating in the Section 8 Housing Choice Voucher or Project-Based Voucher programs.
- F. VAWA does not limit the authority of the PHA or a property owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

### 3. **Certification**

- A. **PHA Request for Certification:** If an applicant or voucher participant claims protection under VAWA against denial of an application or termination of assistance, or other adverse action, the PHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time allowed, he or she will lose the legal protections under VAWA.
- B. **Acceptable Forms of Certification:** There are three ways to comply with a certification request by the PHA:
  - I. Complete a certification form approved by HUD (Form HUD-50066 or other approved form);
  - II. Provide a police report or court record;
  - III. Provide a document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking.
- C. **Self-Certification and Request for Additional Information:** The PHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If the PHA has reason to believe the information provided in the certification is inaccurate or incomplete in material respects, the PHA may request additional information, also certified or attested.
- D. **Perjury.** The certification must state that the victim and any other person signing it or providing documentation are doing so under penalty of perjury (28 USC 1746).
- E. **Time Limit.** The applicant or voucher participant must deliver the certification in one of these three ways within 14 business days after receiving the housing authority's request for certification.

### 4. **Confidentiality**

Information provided by an applicant or participant about an incident or incidents of domestic violence, dating violence or stalking involving that person or a member of the household will be held by the PHA in confidence and not shared without the consent of the person who provided the information, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

### 5. **Notices**

The PHA will provide notices explaining the VAWA protections to applicants for housing assistance and Section 8 voucher participants, and to property owners participating in the voucher program.

### 6. **Leases; Bifurcation of Leases**

As required by VAWA, the Section 8 lease addendum shall provide that the PHA or a property owner may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

## 7. **Rights of PHA and Property Owners to Evict or Terminate Assistance**

- A. **Eviction for reasons other than domestic violence.** VAWA specifically preserves the rights of the PHA and property owners to deny or terminate housing assistance to a victim of domestic violence for reasons other than the criminal activity related to the domestic violence, provided that no higher standard is applied.
- B. **Failure to Submit Certification After Request by PHA.** If the person claiming to be a victim within the protection of VAWA fails to deliver the certification or other documentation within 14 business days after receiving the PHA's request, that person loses the legal protections under VAWA.
- C. **Imminent and Actual Threat.** VAWA specifically preserves the rights of the PHA and property owners to evict or terminate from assistance any tenant or household member if the PHA or the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

## 8. **Policy Distribution and Training**

This Policy will be included in the Section 8 Housing Choice Voucher Program Administrative Plan. It will also be:

- A. Distributed to all PHA supervisors.
- B. Available in PHA Management Offices.
- C. Explained to other staff who have regular contact with applicants or Section 8 voucher participants.

## PART XII - COMMUNITY SERVICE REQUIREMENT

### 1. Eligibility

Each non-exempt adult (18 years of age or older) public housing resident must self-certify that they contribute eight (8) hours for each month of community service or participate in a self-sufficiency program for 8 hours each month. Self-sufficiency programs include, but are not limited to:

- A. Proof of participation in an education course
- B. Self-improvement classes; i.e. substance abuse treatment, credit counseling, ESPM programs, etc.

### 2. Exempt adults include:

- A. Adults who are 62 years of age or older
- B. Persons with disabilities unable to comply with the community service requirement
- C. Persons engaged in work activities (as defined by Section 407(d) of the Social Security Act)
- D. Persons participating in Welfare to Work programs
- E. Persons receiving assistance from and in compliance with a State program funded under Part A title IV of the Social Security Act.

### 3. Verification

The Housing Agency shall verify an adult's exemption status annually at rent re-examination or if family circumstances change. Verifications accepted for exemptions include, but are not limited to:

- A. Verification of employment
- B. High school, college, tech school, ESL, adult education, or other class registration
- C. Training, Education, Employment, Management (TEEM) participation verification
- D. Entrepreneurship for Single Parents and Minorities (ESPM) program participation
- E. Disability that precludes community service.

### 4. Annual Review

The Housing Agency will identify non-exempt adults at admission and each rent review. Residents will be briefed on what constitutes community service, self-sufficiency and various approved opportunities in the community. Each participant will be given a community service form to be self-certified monthly and may be subject to validation by the PHA. This form will be turned in monthly with rental payment.

### 5. Compliance

Compliance will be determined at annual rent review. Non-complaint adults and Head of Household must sign an agreement to make up the hours needed within the next 12 months. Continued non-compliance will result in eviction of the entire family unless the non-compliant adult is no longer a part of the household.

## PART XIII - GRIEVANCE PROCEDURE

### 1. Definitions

- A. **Grievance:** a dispute which a resident may have concerning Housing Agency action or failure to act according to the individual resident's lease or Housing Agency's regulations which adversely affects the individual resident's rights, duties, welfare, or status.
- B. **Complainant:** an adult resident whose grievance is presented to the Housing Agency or at the Housing Agency's office informally or as part of the informal hearing process.
- C. **Hearing Officer:** a person or panel of people selected according to this grievance procedure to hear grievances and render a decision.
- D. **Resident:** a lessee of any resident family residing in housing owned or leased by the Housing Agency.
- E. **Elements of Due Process:** in an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required;
  - I. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - II. Opportunity for the resident to examine directly relevant documents, records or regulations of the Housing Agency prior to the trial for the purpose of preparing a defense (The resident is allowed to copy the Housing Agency's documents directly relevant to the eviction, such copying is at the resident's expense);
  - III. Right of the resident to be represented by counsel of his/her choice, at his/her expense.
  - IV. Opportunity for the resident to refute the evidence presented by the Housing Agency including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
  - V. A decision based solely and exclusively upon the facts presented at the hearing.

### 2. Complaints Excluded from the Grievance Procedure

- A. The following complaints are excluded:
  - I. Imposition of penalties for late payments, NSF or No-Account check penalties, copying charges.
  - II. Disputes between residents.
  - III. Class grievances.
  - IV. Grievances filed by a live-in aide, or remaining family members.
  - V. An eviction for any criminal activity that threatens the health, safety or right to the peaceful enjoyment of the premises of other residents or employees of the Housing Agency.
  - VI. Eviction for any drug-related criminal activity on or off such premises.
- B. When the Housing Agency is not required to afford the resident the opportunity for a hearing under the PHA administrative grievance procedure the Housing Agency shall:
  - I. State that the resident is not entitled to a grievance hearing on the notice issued
  - II. Specify the judicial eviction procedure to be used for eviction of the resident; and

- III. State that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations.

### **3. Procedure Prior to a Hearing**

#### **A. Informal Settlement of Grievance Procedures**

- I. Any grievance shall be personally presented either orally or in writing to the Housing Agency Office so that the grievance may be discussed informally and settled without a hearing. (If the grievance is written, it must be signed by the complainant.) The grievance must be presented no later than the first working day after the fifth (5th) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify:
  - a) The particular ground(s) upon which it is based;
  - b) The action requested;
  - c) The name, address, and telephone number of complainant and similar information about his/her representative, if any.
- II. Within ten working days, a summary of this discussion will be given to the complainant by a Housing Agency representative, one copy to be filed in the Housing Agency's resident files.
- III. The summary will include: name of participants, date of the meeting, nature of the proposed disposition, and specific reason therefore and shall specify steps by which a formal hearing can be obtained.
- IV. The informal settlement conference must be held within 30 days of the resident's request for such conference unless there are extenuating circumstances which are verified by the complainant and accepted by the Housing Agency. If there are no extenuating circumstances verified to and accepted by the Housing Agency within 30 days from the resident's request for informal settlement conference, the complainant shall be notified by mail of procedures by which to request a formal hearing. If the complainant fails to make a timely request for formal hearing as set out in the procedures to request a formal hearing, they shall be deemed to have waived their right to such a hearing, and the Housing Agency will forward the file to legal counsel for legal processing through the District Court.

#### **B. Dissatisfaction with Informal Disposition**

- I. If the complainant is dissatisfied with the proposed disposition of the grievances, he/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
- II. The request for a hearing must be presented in writing to the Housing Agency Office.
- III. The request must be date stamped.
- IV. The request for a hearing must specify the reason for the grievance, and the action or relief sought.

#### **C. Failure to Request Formal Hearing**

- I. If the complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the Housing Agency's proposed disposition of the grievance will become final.

- II. The above determination in no way constitutes a waiver of the complainant's right to contest the Housing Agency's disposition of his/her grievance in an appropriate judicial proceeding.

#### **4. Right to a Hearing**

After exhausting informal procedures outlined above, a complainant is entitled to a hearing before a hearing official. The right to a private hearing shall be afforded the complainant unless the complainant requests a public hearing.

#### **5. Procedures to Obtain a Hearing**

##### **A. Informal Prerequisite**

- I. All grievances must be informally presented as stipulated above as prerequisite to a formal hearing.
- II. The hearing officer may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why he/she failed to proceed informally.
- III. If the complainant does not request a hearing within the time period allowed above, he/she waives his/her right to the hearing and proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest disposition of his/her grievance in the appropriate judicial proceeding.

##### **B. Escrow Deposit**

- I. Before a hearing is scheduled in any grievance involving an amount of rent the Housing Agency claims is due, the complainant shall pay to the Housing Agency all rent due and payable as of the month preceding the month in which the act or failure to act took place.
- II. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing official or panel.
- III. The above requirements may be waived by the Housing Agency in extraordinary circumstances, and this will be at the Housing Agency's discretion.
- IV. Unless waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
- V. Failure to make such payments is not a waiver of any right the complainant may have to contest the Housing Agency's disposition of his/her grievance in any appropriate judicial proceeding.

##### **C. Scheduling**

- I. Upon complainant's compliance with the above procedures, a hearing shall be scheduled by the hearing official promptly for a time and place reasonable convenient to both the complainant and Housing Agency.
- II. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the Housing Agency official.



## **6. Procedure Governing the Hearing**

- A. The hearing shall be held before a hearing officer.
- B. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which are noted above.
- C. If the hearing official determine that the issue has been previously decided in another proceeding, he/she may render a decision without proceeding with the hearing.
- D. Failure to Appear
  - I. If the complainant or Housing Agency fail to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five working days, or make a determination that the party has waived his/her right to a hearing.
  - II. Such a determination in no way waives the complainant's right to appropriate judicial proceedings.
- E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and then the Housing Agency must sustain the burden of justifying the Housing Agency action or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the hearing official in such a way to be:
  - I. Informal - Oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
  - II. Orderly - The official shall require that the Housing Agency, complainant, counsel, and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing official to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial of the relief, sought, as appropriate.
- G. The complainant or Housing Agency may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Either party may purchase a copy of such transcript.

## **7. Decisions of the Hearing Official**

- A. Within 10 working days following the hearing, the hearing official shall give the complainant and Housing Agency a written decision including reasons therefor. The Housing Agency will file one copy in resident file and maintain another file copy with names and identifying references deleted for inspection by a prospective complainant, his/her representative, or hearing officials.
- B. The decision of the hearing official shall be binding on the Housing Agency, which shall take all actions necessary to carry out the decision, unless the Housing Board of Directors determine, within five working days, and so notifies the complainant that:
  - I. The grievance does not concern Housing Agency action or failure to act in accordance with or involving the complainant's lease on Housing Agency regulations which adversely affect the complainant's rights, duties, welfare or status;

- II. The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Agency.
- C. A decision by the hearing official or Housing Board of Directors in favor of the Housing Agency or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, not affect in any matter whatever, the rights the complainant may have to judicial review in any proceedings; which may thereafter be brought in the matter.

8. **Selection of Hearing Officer**

The Board of Commissioners shall appoint an impartial person or a panel of persons as hearing officer(s) upon appropriate notice, who may be an officer or employee of the Housing Agency provided such person is other than a person who made or approved the Housing Agency action under review or a subordinate of such person.

9. **Accommodations of Person with Disabilities**

- A. The Housing Agency must provide reasonable accommodations for the complainant with disabilities to participate in the informal and/or formal hearings.
- B. If the resident is visually impaired, any notice to the resident which is required must be in an accessible format.

## APPENDICES

Appendix A:	Income Limits
Appendix B:	Utility Allowances/Flat Rents/Security Deposits
Appendix C:	Pet Policy
Appendix D:	No Smoking Addendum

Date Revised: 01/01/2021

Date Board Approved: 01/07/2021

## APPENDIX A

### INCOME LIMITS

	<u>Low</u>	<u>Very Low</u>
1 Person	\$50,050	\$31,300
2 Persons	\$57,200	\$35,800
3 Persons	\$64,350	\$40,250
4 Persons	\$71,500	\$44,700
5 Persons	\$77,250	\$48,300
6 Persons	\$82,950	\$51,900
7 Persons	\$88,700	\$55,450
8+ Persons	\$94,400	\$59,050

Effective Date: 04/01/2020

## Appendix B

### SCHEDULE OF RENTS

Bedrooms	Flat Rent	Minimum Rent	Security Deposit	Utility Allowance
ND 1-3				
0	\$449	\$50	\$100	\$9
1	\$553	\$50	\$100	\$10
ND 1-4		\$50	\$100	\$9
0	\$449	\$50	\$100	\$10
1	\$553			
ND 1-5				
1	\$553	\$50	\$100	\$10
2	\$687	\$50	\$250	\$19
3	\$994	\$50	\$250	\$21
4	\$1207	\$50	\$250	\$32
ND 1-6				
1	\$553	\$50	\$100	\$0
Schedule of Charges	ND 1-6			
A/C Installation and Removal	\$20/year			
A/C Utility Charge	\$22/year			
Deep Freezer	\$20/year			

### Pet Deposits

0-1 Bedroom: \$350

2-4 Bedrooms: \$850

**APPENDIX C**

**ADDENDUM TO LEASE: PET PERMIT**

Resident's Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Color: \_\_\_\_\_

City License No.: \_\_\_\_\_ Vet Vaccination Date: \_\_\_\_/\_\_\_\_/\_\_\_\_:

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Housing Authority of Cass County (HACC). This policy does not apply to animals that assist the handicapped.

Residents only are permitted to have a pet in their possession in or on public housing property. NO GUEST PETS ARE ALLOWED.

All pets must be registered with the Public Housing Authority (PHA). Residents must complete a Pet Permit Addendum and meet all requirements therein before they bring or keep any animal on or about the premises owned by the PHA. The privilege to keep a pet may be revoked at any time if the animal becomes destructive or a nuisance to others, or if the resident fails to comply with the following requirements.:

1. Permitted pets are: domesticated dogs, cats, birds and fish.

**NO VICIOUS OR INTIMIDATING DOGS OR CATS ARE TO BE KEPT. (Pitbull, Rottweiler, Doberman)**

2. **Only one pet per apartment is allowed.**

3. Dogs and cats must weigh 25 pounds or less at full maturity. Weight of pet to be verified by veterinarian at HACC request.

4. Dogs are to be licensed yearly with the proper authorities. Residents must show proof of yearly distemper and rabies boosters for dogs, and yearly distemper boosters for cats, in compliance with city code.

5. All female cats and dogs are to be spayed. Cats must be de-clawed. If such animals are not spayed and have offspring, the resident is in violation of this Pet Permit requirement and must remove the pet and the offspring from PHA premises within 48 hours of birth.

6. No pet may be kept in violation of humane or health laws.

7. Dogs and cats shall remain inside a resident's unit unless they are on a leash. All pets must be confined to a cage at all times when the resident is absent from the unit. Chaining pet outside is not allowed.

8. Cats are to use litter boxes kept in resident's premises. Resident is not allowed to let waste accumulate.

9. Residents are responsible for promptly cleaning up pet droppings, if any, outside the unit, and properly disposing of said droppings.
10. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all times.
11. Resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of accommodations by other residents; whether by loud barking, howling, biting, scratching, chirping or other such activities.
12. If pets are left unattended for twenty-four (24) hours or more, the Housing Authority may enter to remove the pet and transfer it to the proper authorities. The Housing Authority accepts no responsibility for the pet under such circumstances.
13. Residents shall not alter their unit, patio or unit area to create an enclosure for an animal.
14. Resident is responsible for all damages caused by their pet(s).
15. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the PHA.
16. Resident shall pay a damage deposit for each pet as follows: \$350.00 for a dog or cat; \$0.00 for fish or birds. This deposit shall be paid in advance, prior to the pet residing in the unit. This deposit will be placed in an interest-bearing account. Any unused portion of the pet deposit plus any accrued interest will be refunded to the tenant after an inspection is made and the amount due the PHA for pet-caused damage, if any, has been assessed. Deposit shall be refunded within 30 days after move-out or after date tenant disposes of the pet.
17. Residents who violate these rules are subject to:
  - a. A requirement to get rid of the pet within a time specified by the PHA; and/or,
  - b. Eviction

A decision by the Housing Authority of Cass County to revoke this Pet Permit is subject to the PHA's Grievance Procedure. In case of emergency or illness, the following person will remove my pet from my unit and be responsible for its care:

Responsible Person's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Resident's Certification:**

I have read and understand the above requirements asset out in this Pet Permit and agree to conform to same. I also understand that failure to comply with this Pet Permit is a violation of my Housing Lease.

Resident's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Housing Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D

### SMOKE-FREE LEASE ADDENDUM

Housing Authority of Cass County, 230 8th Ave. West, West Fargo, ND.

This is an Addendum to the Lease dated \_\_\_\_\_ for the apartment located at 230 8th Ave. West, # \_\_\_\_\_, West Fargo, ND 58078.

Tenant and all member of Tenant s family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions, and rules which are hereby incorporated into the lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

2. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health risks from secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

4. Definition of Smoking. The term smoking means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, E-cigarette, or other tobacco product or similar lighted product in any manner or in any form.

6. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant s household have been designated as a smoke-free living environment. Tenant and members of Tenant s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant s dwelling is located or within twenty (20) feet of any entrance to the building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

8. Landlord not a guarantor of smoke-free environment. Tenant acknowledges that Landlord s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant s health or of the smoke-free condition of the Tenant s unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke free.

10. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord. Landlord acknowledges that in declaring this building(s) (or portion of the building) to be smoke-free, the failure to respond by Landlord to a complaint filed by the tenant shall be treated as equivalent to a request for maintenance.

12. Disclaimer by Landlord. Tenant acknowledges that Landlord s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas or Tenant s premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant s guests. Tenants with respiratory



ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

Tenant(s):

Date:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

## APPENDIX E

### ADDITIONAL SCREENING AND CONTINUED OCCUPANCY CRITERIA

#### Denial of Assistance for Life

Accessory to Murder  
Attempted Murder  
Homicide/Murder/Manslaughter  
Manufacturing/Distributing/Possessing Methamphetamine (any involvements)  
Registered Sex Offender – currently registered on ANY registry

#### Denial of Assistance for Three Years

Arson  
Child Abuse  
Child Molestation  
Corruption of a Minor  
Domestic Violence  
Felony Drug Traffic/Use/Possession  
Kidnapping  
Rape  
Gang Association

#### Denial of Assistance for One Year

Assault or Fighting  
Burglary/Robbery/Larceny  
Carrying/Concealing a Dangerous Weapon  
Misdemeanor Drug Traffic/Use/Possession  
Destruction of Property  
Disorderly Conduct  
Drunk and Disorderly Conduct  
Felony Theft  
Fraud  
Menacing  
Prostitution or Solicitation  
Public Intoxication  
Receiving Stolen Goods  
Terrorizing/Making Terroristic Threats  
Threats or Harassment  
Vandalism