

Jacksonville Housing Authority  
Housing Management Division

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**Effective October 1, 2021**

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## PRELUDE

This is the Admissions and Continued Occupancy Policy for the Jacksonville Housing Authority. This policy is effective October 1, 2020, and is based on the Federal Code of Regulations, with consideration of commentary made by the Resident Advisory Board and the Jacksonville Area Legal Aid.

The purpose of this policy is to provide general guidelines for applicant eligibility as well as public housing operations. Although the Jacksonville Housing Authority has outlined procedures and policies to respond to critical everyday issues, this policy may not be all inclusive. Issues not specifically covered in this policy will be governed by the Code of Federal Regulations.

A copy of the Admissions and Continued Occupancy Policy is available for review at the Jacksonville Housing Authority's administrative office located at 1300 North Broad Street, Jacksonville, FL 32202, and all community property management offices.

The Jacksonville Housing Authority submitted an Application to convert some of its Public Housing units to Rental Assistance Demonstration (RAD) pursuant to PIH Notice 2012-32. This RAD application was approved on October 4, 2017. JHA received a Commitment to Enter into a Housing Assistance Payments (CHAPs) from the Department of Housing and Urban Development (HUD) for the conversion of eight (8) Public Housing Asset Management Projects (AMPs) to Project Based Voucher (PBV) for the following properties: Jacksonville Beach, Fairway Oaks, Anders, Forest Meadows E/W, Centennial Towers, Hogan Creek, Blodgett Villas, Oaks of Durkeeville, and Carrington Place.

In early 2018, JHA completed a Significant Amendment to the annual and/or five-year plan. Attachment R details CHAPs received to date, and specifies RAD-related rules and regulations. While Attachment R is not physically attached to this plan, provisions contained therein are incorporated by reference.

JHA submitted applications to the Florida Housing Finance Corporation (FHFC) and Jacksonville Housing Finance Authority (JHFA) for redevelopment funds. The Jacksonville Beach Apartments will be renamed "The Waves" and will be financed with bonds issued by the JHFA, a loan from JHFA, low-income housing tax credits allocated by Florida Housing Finance Corporation (FHFC), and a loan from FHFC. Groundbreaking is expected in late 2018 or early 2019. The plan is to demolish 63 units and replace them with 127 new units.

We anticipate that we will move forward with the conversion of Phase 1 of the project to include Jacksonville Beach, Centennial Towers, and Hogan Creek properties. The JHA is committed to keeping the same operational rules, rent structure and tenant rights that are in place now. Residents should feel very little day-to-day impact in how JHA manages its properties.

Below is a summary of Administrative & Policy Changes under RAD that will be included in each respective policy. Upon completion of the project, residents will be admitted under a project based platform and will be subject to the Section 8 Admin Plan Policy and applicable Federal rules and regulations.

## **Rental Assistance Demonstration**

### **Resident Rights and Participation**

#### **Relocation process:**

The Jacksonville Housing Authority is subject to, and committed to full compliance with, the guidelines of the RAD Relocation PIH Notice 2016-17, Uniform Relocation and Assistance Act (URA), as well as all Fair Housing, Civil Rights and Section 504 requirements, when planning and implementing residents' moves as a result of conversion of Public Housing properties to RAD.

#### **Waitlists for Relocated Residents**

The Jacksonville Housing Authority (JHA) will establish, at the start of relocation from each property, a master list of current residents qualified to return to the property following completion of the conversion. The list will identify the move-out date and bedroom sizes for each tenant as a way to establish a priority listing. These prior residents will have first right to the units and have a priority on the waitlist. Once construction has been completed and the Certificate of Occupancy received, JHA will begin returning prior residents before units are offered to applicants on the site-based waitlists.

#### **Site-Based waitlists for PBV- 24 CFR §983.251**

The JHA will establish and maintain site-based waitlists for our RAD PBV properties. The JHA will notify families on the general Public Housing waitlist of the opportunity to sign up for the site-based waitlists and how they may apply for residency. The JHA will use the same date of the original application (initial/existing waitlist) by which to place them on the newly established project- based waitlists.

The JHA will inform current applicants via:

- Direct mail
- Email
- Advertising (e.g., radio stations, posters, newspapers)

Applicants will be eligible to apply for any or all open waitlists. JHA will maintain all site-based waitlists in accordance with all applicable civil rights and fair housing laws and regulations.

#### **Right to Return**

Any resident that is required to relocate from their unit due to conversion will have the right to return to the property after conversion is completed.

#### **No Rescreening of Tenants Upon Conversion**

Pursuant to RAD regulations, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provision. Current households at the time of conversion will be grandfathered in and eligible to continue residency, but thereafter will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post conversion, the tenure of the residents of the Covered Project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified in the Notice (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at the time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR§982.201, concerning eligibility and targeting of tenants for initial occupancy, will not apply for current households at the time of conversion.

Once the grandfathered household moves out, the unit must thereafter be leased to an income eligible family. Income Targeting of the vacant grandfathered units must also be implemented, in which 75% of the families admitted to JHA's tenant-based and project-based voucher program during JHA's fiscal year must be extremely low-income families. Families in place or returned to the property at the time of the conversion are exempt from the income targeting requirements.

### **Phase-In of Tenant Rent Increases**

If a resident's monthly rent increases solely due to a RAD conversion, any increases over 10% or \$25 per month will be phased in over a three-year period.

Three Year Phase-In:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33% ( $100\% \div 3$ ) of the difference between family's most recently paid tenant total payment (TTP) or flat rent and the calculated PBV TTP
- Year 2: Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR: 50% ( $100\% \div 2$ ) of the difference between most recently paid TTP and the calculated PBV TTP
- Year 3: Year 3 Annual Recertification and all subsequent recertifications: full calculated PBV TTP

### **Renewal of Lease**

All leases will be renewed upon expiration, unless good cause exists. Residents must be in compliance with their lease. The lease for a PBV unit must specify all of the following information:

The names of the owner and the tenant;

- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and
- The amount of any charges for food, furniture, or supportive services.

JHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD. An example of language that may be included can be found in Attachment-1E of Notice PIH 2012-32, REV-2.

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by HAO (the names of family members and any HAO-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

### **Security Deposit**

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. Otherwise the security deposit requirements for standard PBV apply.

The owner may collect a security deposit from the tenant. JHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

### **Family Self-Sufficiency and Resident Opportunities and Self-Sufficiency Service Coordinator (ROSS-SC) programs**

All Public Housing residents that are currently FSS participants will continue to be eligible for FSS once their housing is converted under RAD. After conversion, the Jacksonville Housing Authority will begin to follow the guidelines under the Housing Choice Voucher program.

### **Resident Participation and Funding**

All residents of the Covered Projects with assistance converted to PBV will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment, and will be eligible for resident participation funding.

### **Resident Procedural Rights**

The termination procedure for RAD conversion to PBV will require that JHA provide adequate written notice of termination of the lease which shall be:

- A reasonable period of time, but not to exceed 30 days:
  - If the health and safety of other tenants, JHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction;
  - Not less than 14 days in the case of nonpayment of rent; and
  - Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

### **Grievance Process:**

In order to maintain consistency across JHA properties, and since JHA will be both the project owner and contract administrator of the converted properties, residents of properties converted from public housing to PBV through RAD will retain the right to the grievance procedures and requirements described in 24 CFR § 966.50 et seq.



Pursuant to the requirements in the RAD statute, HUD established additional resident procedural rights in HUD Notice PIH-2019-23, REV-4, to comply with the requirements of section 6 of the Act. In HUD Notice PIH-2019-23, REV-4, HUD provides:

- An opportunity for an informal hearing as outlined in 24 CFR § 982.555 for issues related termination of assistance and/or other determinations (including 24 CFR § 982.555(a)(1)(i)-(vi)) administered by the contract administrator.
- An opportunity for an informal hearing for any dispute that a resident may have with respect to action in accordance with the individual's lease, or in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status (which is not customarily covered by 24 CFR § 982.555(a)(1)(i)-(vi)) administered by the project owner.
- There is no right to an informal hearing for class grievances or for disputes between residents not involving the project owner or contract administrator.
- The project owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- The project owner must provide an opportunity for an informal hearing before an eviction

JHA maintains that the grievance procedures and requirements set forth in 24 CFR §966.50 *et seq.* both comply with the requirements of section 6 of the act, and are equal to, or greater than, the process provided for in HUD Notice PIH-2019-23, REV-4. In the event that there is a conflict between the requirements set forth in 24 CFR § 966.50 *et seq.* and 24 CFR § 982.555, the provision that favors the tenant shall apply.

**SECTION I – DEFINITION OF TERMS**

1. **Accessible Dwelling Unit:** An individual unit located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical disabilities. When an individual dwelling unit in an existing facility is made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.
2. **Adjusted Income:** The annual income less the following deductions:
  - A. \$480.00 for each dependent
  - B. Medical expenses in excess of three (3%) percent of annual income for families whose head household or spouse are elderly persons or persons with a disability
  - C. Child care expense
  - D. Disability assistance expense
  - E. \$400.00 for a family whose head of household or spouse has a disability
3. **Annual Income:** (Total Family Income) Annual income is the gross amount of actual 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 twelve (12) month period following the effective date initial determination or reexamination of income, excluding certain types of income as defined. Annual Income includes reoccurring contributions (cash or other assistance) from any other same sole source.
4. **Child care Expenses:** Amounts anticipated to be paid by the family for the care of children under thirteen years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education or to actively seek employment (24CFR 5.603 and 24CFR 5.611(a)). The amount deducted shall not exceed the amount of income received for such employment, and only to the extent such amounts are not reimbursed. For licensed child care providers, the maximum child care expense that may be deducted from annual income is the current full-time payment rate schedule as established by the Early Learning Coalition of Duval. For unlicensed child care providers, the maximum child care expense that may be deducted from annual income is the current payment rate schedule for Informal Providers, as established by the Early Learning Coalition of Duval.
5. **Dependent:** A family member other than the head of household or spouse, foster child or live-in-attendant, who is:
  - A. Under 18 years of age, or
  - B. If 18 years of age or older:
    - a. A person with a disability, or
    - b. Full time student
6. **Disability Assistance Expense:** A person who has a disability as defined in the Social Security Act Section 223, or who has a Developmental Disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 15002 Section 102(8)) or as defined in the (42 USC §8013) who has an impairment which (a) is expected to be of long continued and indefinite duration, (b) substantially impedes his/her ability to live independently, and (c) is of such a

nature that disability could be improved by more suitable housing conditions. In continued occupancy, a person with disabilities is any person who meets the essential eligibility requirements for participation or receives benefits from the public housing program including the capability to comply with the terms of the lease; who has a physical or mental impairment that substantially limits one or more life activities; has a record of such impairment; or is regarded as having such an impairment in accordance with (24 CFR 8.3). The definition does not include any individual whose current use of alcohol or drugs prevents the individual from participating in the program or activity, or whose participation, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. Current use by a person declaring disability due to alcohol or drug abuse is defined as lacking a certificate of successful completion of a rehabilitation program and failure to provide documentation on a Jacksonville Housing Authority form documenting recovery for more than one year. Such term shall not exclude persons who have the acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome as used herein. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is the person with disabilities) to be employed.

7. **Disabled Family:** Disabled family means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities.

Person with disabilities:

(1) Means a person who:

(i) Has a disability, as defined in 42 U.S.C. 423;

(ii) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(A) Is expected to be of long-continued and indefinite duration;

(B) Substantially impedes his or her ability to live independently, and

(C) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(iii) Has a developmental disability as defined in 42 U.S.C. 6001.

(2) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

(3) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

- (4) Means “individual with handicaps”, as defined in §8.3 of this title, for purposes of reasonable accommodation and program accessibility for persons with disabilities
8. **Drug-related Criminal Activity:** Includes the felonious manufacture, sale or distribution, or the possession with the intent to sell, manufacture or distribute a controlled substance. Such use or possession must have occurred within five (5) years prior to the date that JHA notified the applicant of its intent to deny admission or termination of assistance.
  9. **Elderly Family:** Elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age, living together.
  10. **Excluded Annual Income (24 CFR 5.609(c)):**
    - A. Income of a live-in aide, as defined in 24 CFR 5.403;
    - B. Income from employment of children (including foster children) under the age of 18 years;
    - C. Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to tenant family, who are unable to live alone);
    - D. Lump sum additions to family assets, such as, but not necessarily limited to, inheritance, insurance payments, including payments under health and accident insurance, workman’s compensation, capital gains and settlement for person losses.
    - E. Amount received by the family that is specifically for, or in reimbursement of the cost of medical expenses for any family members.
    - F. The full amount of student financial assistance paid directly to the student or to the education institution.
    - G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
    - H. Amounts received under training programs funded by HUD;
      - a. 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);
      - b. 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;
      - c. 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 JHA or owner, on a part-time basis, that enhances the quality of life in the development. As a member of JHA’s governing board such services may include, but are not limited to: fire patrol, hall monitoring, and lawn service. No resident may receive more than one such stipend during the same period of time;
      - d. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training (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 members participates in the employment training program.

- I. Temporary, nonrecurring or sporadic income (including gifts);
- J. Reparation payments paid by a foreign government pursuant to claims filed under the laws of the government by persons who were persecuted during the Nazi era;
- K. Earnings in excess of \$480 for each full time student 18 years old or older (excluding the head of household and spouse);
- L. Adoption assistance payments in excess of \$480 per adopted child;
- M. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- N. 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;
- O. Amounts paid by a state agency to a family with a member who has 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;
- P. Amounts specifically excluded by any other federal status 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 exclusion set forth in (24 CFR 5.609 (c)) apply;
- Q. Low-Income Housing Energy Assistance Program (LIHEAP);
- R. Payments made under the Job Training Partnership Act (JTPA);
- S. Amounts of scholarship funded under Title IV of the Higher Education Act and materials, supplies, transportation and miscellaneous personal expenses of a student;
- T. The Earned Income Tax Credit (EITC), for refunds received on or after July 1, 1991;
- U. Census Taker Income;
- V. Domestic Volunteer Services Act of 1973, 42 U.S.C.A

This list is not all-inclusive. Please refer to 24 CFR 5.609(c)

**11. Family:** 24 CFR 5.403 – (Final Rule Published 02/03/12)

The Jacksonville Housing Authority will provide equal accessibility to all persons meeting the family definition as stated in HUD's Equal Access Rule, See 24 CFR 5.403.

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

- Gender identity means actual or perceived gender-related characteristics.
- Sexual orientation means homosexuality, heterosexuality, or bisexuality.

(1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

- (ii) An elderly family;
  - (iii) A near-elderly family;
  - (iv) A disabled family;
  - (v) A displaced family; and
  - (vi) The remaining member of a tenant family.
12. **Full-time Student:** A person carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
13. **Head of Household:** That member of the group who is held responsible and accountable for the family.
14. **Income for Eligibility:** Income for eligibility means annual income as approved by the U.S. Department of Housing and Urban Development and adopted by the Housing Agency.
15. **Income for Rent:** For determining rents and for statistical reporting, income for rent means adjusted income.
16. **Income Limits for Admission:** The income limits for admission to low-income communities are those established by the U.S. Department of Housing and Urban Development.
17. **Informal Administrative Hearing (Applicant):** An informal administrative hearing is conducted when requested by an applicant in relation to their ineligibility. Ineligibility is determined when an applicant does not meet the eligibility requirements as established by federal regulations or when an applicant's personal profile, i.e. criminal history, credit check, landlord determines him/her ineligible for occupancy. An independent hearing officer will hear the informal hearing.
18. **Informal Administrative Hearing (Resident):** An informal administrative hearing is conducted when a resident has filed a written or oral complaint (24CFR 966.54). The site will schedule the hearing and notify the resident in writing within five (5) days of receipt of the written complaint. The informal hearing provides both the resident and management an opportunity to hear the complaint in order to reach a resolution. The resident is entitled to have any person (or persons) present on their behalf at the time of the informal hearing. The hearing will be held in the management office of the resident's housing community.
19. **JHA:** The Jacksonville Housing Authority, Public Housing Authority of Jacksonville, Housing Authority, or Housing Agency as referenced herein is used synonymously.
20. Live-in Aide (in accordance with 24 CFR §966.4(d)(3) and 24 CFR §5.403:
- A. A live-in aide (also known as a caretaker) is a person who resides with one or more elderly disabled persons, near-elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s),
  2. Is not obligated for the support of the person; and
  3. Would not be living in the unit except to provide the necessary supportive services.
- B. A person identified by an applicant or tenant to serve as a live-in aide will not be approved to serve as a live-in aide if:
1. The person requested is already a member of the applicant or tenant's existing household or assisted family;
  2. The person requested has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
  3. The person requested has committed drug-related criminal activity or violent criminal activity, or has been evicted from a federal housing program for the same; or
  4. The person requested currently owes rent or other amounts to the JHA or another public housing authority in connection with Section 8/Housing Choice Voucher assistance or public housing assistance.
- C. A request by an applicant or tenant for a specific, identified person to serve as a live-in aide is treated as a request for reasonable accommodation to ordinary JHA policies and procedures. A request for a live-in aide may be made either orally or in writing (preferably in writing), and must demonstrate the connection between the person's age or disability and the requested accommodation.
- D. "Necessary supportive services" include, but are not limited to, the following types of services:
1. Providing adequate meal services to the applicant or tenant;
  2. Assisting the applicant, tenant, or member of the household with daily activities;
  3. Aiding the applicant, tenant, or member of the household with housekeeping;
  4. Providing the applicant, tenant, or member of the household with transportation services;
  5. Providing the applicant, tenant, or member of the household with personal emergency or crisis response; and
  6. Being available and accessible to the applicant, tenant, or member of the household at any time throughout the day.
- E. Generally, spouses, domestic partners, and significant others will not be eligible to serve as a live-in aide unless the applicant or tenant can demonstrate to the JHA that the spouse, domestic partner, or significant other maintains separate finances and a separate household from the applicant or tenant prior to the request for reasonable accommodation. Each request for a spouse, domestic partner, or significant other to act as a live-in aide will be considered on a case-by-case basis.
- F. Generally, former household members who have separated from the household will not be eligible to serve as a live-in aide. If the applicant or tenant can demonstrate to the JHA that the former household member satisfies each of the criteria for a live-in aide and that the former household member's services are required due to a change in the applicant or tenant's circumstances after the former household member separated from the household, then the JHA may approve the requested person to serve as a live-in aide.
- G. A person requested to serve as a live-in aide may not move in to the applicant or tenant's assisted unit without prior approval by the JHA. Any person requested to serve as a live-in aide who moves into an assisted unit prior to JHA approval may be considered a guest, and limited to the timeframes provided in this policy and the lease.
- H. Crucially, any approved live-in aide will not be added to the lease as a primary party. An approved live-in aide is required to sign the JHA Live-In Aide Addendum (#13) at the time

the live-in aide moves in. At annual recertification, the JHA will require verification of both the continued need for the live-in aide and the continued eligibility for the live-in aide to serve in that capacity. The JHA may request additional or updated documentation regarding the need for and eligibility of a live-in aide from the tenant to assist in verification. The live-in aide is generally governed by the following:

1. The income of a live-in aide is not included in rental calculations and the live-in aide has no legal right to occupancy of the unit if the assisted person no longer resides in the unit;
2. The approval of a live-in aide will not increase the bedroom size of an assisted household or family by more than one bedroom;
3. The live-in aide must agree to a background screening, which includes criminal records but not creditworthiness or debts owed to entities other than public housing authorities. If the live-in aide passes the background screening, then the live-in aide must provide copies of a current federal or state issued picture identification card, birth certificate, and social security card to the JHA; and
4. A live-in aide is not exempt from certain responsibilities for conduct pursuant to the lease. The head of household is responsible for the acts of all household members, including live-in aides, with respect to the requirements of the lease. Any violations of the lease provisions by the live-in aide may be cause for eviction of the entire household.

21. **Lower Income Family:** A family whose annual income does not exceed 80% of the median income for the area, as determined by the U.S. Department of Housing and Urban Development with adjustments for smaller and larger families.
22. **Medical Expenses:** Those medical expenses of elderly families and families of people with disabilities, only including medical insurance premiums, doctor's office co-payments, dental expenses, transportation for medical treatment prescriptions, and non-prescription eyeglasses, that are anticipated during the period for which annual income is computed and that are not covered by insurance or reimburse but are in excess of three percent (3%) of gross income.
23. **Mixed families:** Means a family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. (24 CFR 5.504)
24. **Monthly Income:** One-Twelfth (1/12) of annual adjusted income.
25. **Near-Elderly Family:** Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living together.
26. **Net Family Assets:** The net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds and other forms of capital investment. The reasonable value or interest therein of all real and/or personal property; such as household furnishing, insurance, occupational tools, automobiles shall be excluded. The following are to be considered assets:
  - A. Checking and Savings Accounts
  - B. Real Estate



- C. Stocks and Bonds
  - D. Other forms of capital investment
  - E. Income from trusts, businesses and family assets disposed of for less than fair market value during two (2) years preceding application or re-examination.
27. **Reasonable Accommodation:** Any physical, policy, or procedural adjustment made in response to a known physical or mental limitation of an otherwise qualified individual which, when provided, allows the individual to participate in and enjoy the benefits of all the programs and activities provided to all applicants and residents. Reasonable accommodation is not required if it imposes an undue hardship on the operation of the program. The President of the Jacksonville Housing Authority must approve a declaration of undue hardship.
28. **Resident's Rent:** The amount payable monthly by the family as rent to the Housing Authority is defined as Resident's Rent. Resident's Rent equals Total Tenant Payment (TTP) less the utility allowance. (24 CFR 960.253(c)(3))
29. **Spouse:** The husband or wife of the head of household.
30. **Total Tenant Payment (TTP):** shall be the highest of the following, rounded to the nearest dollar:
- A. 30 percent of monthly adjusted income; or
  - B. 10 percent of monthly income;
  - C. Minimum rent.
- Total Tenant Payment does not include charges for utility consumption in excess of the Housing Agency schedule of allowances for utility consumption, or other miscellaneous charges. (24 CFR 5.628)
31. **Utilities:** Utilities means water, electricity, gas, heating, refrigeration, cooking fuels, trash collection and sewage charges. Telephone service is not included as a utility.
32. **Utility Allowance:** In those instances where the cost of utilities (except telephone) for an assisted unit is not included in the Resident's Rent, but is the responsibility of the family occupying the unit, an amount equal to the monthly cost of a reasonable consumption of such utilities for the unit. High rise residences have JHA paid utilities and multi-family communities have tenant paid utilities. The actual utility allowance varies from one community to another as well as by the bedroom size of the specific unit in that community.
33. **Utility Reimbursement:** The amount if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
34. **Very Low Income Family:** Very Low-Income Family means a family whose annual income does not exceed fifty (50%) percent of the median total family income for the area, with adjustments for smaller and larger families, as determined by the Secretary of the U.S. Department of Housing and Urban Development.
35. **Veterans:** A person who served in the active military service and who was discharged or released under conditions other than dishonorable. National Guard members also qualify if currently serving honorable or discharged under conditions other than dishonorable. If the

veteran dies before being admitted to the program, then the spouse of the veteran shall maintain their place and preference on the waiting list. Status is to be verified by:

- A. A DD 214 (Certificate of Release or Discharge from Active Duty) will serve as proof of service for those no longer active or reserve duty; or
- B. A current enlistment contract and/or unexpired military identification card will serve as appropriate proof of veteran status for those still in active reserve status or current enlistment.

36. **Violent Criminal Activity:** Means any felonious criminal activity that has, one of its elements of use, attempted use or threatened use of physical force substantial enough to cause or deemed likely to cause serious bodily injury or substantial property damage.

## SECTION II- ELIGIBILITY FOR ADMISSION:

1. **Eligibility Requirements:** Applicants falling into the categories listed below will be determined ineligible for admission. This is in accordance with (24 CFR 960.204-960.205).

- A. Applicants or any adult family member who has committed fraud in connection with any federal assistance program. The incident of fraud is limited to within five (5) years of the date of application. The specific violation must be documented in writing by the affected agency. The family nonetheless must pay all monies owed to the agency in question prior to final eligibility determination.

- B. **Applicants with Debts**

Debt owed to private market landlords or judgment liens older than five (5) years should not be used to disqualify an applicant.

Applicants must satisfy in full any overdue accounts or debts owed to the Jacksonville Housing Authority (JHA) resulting from previous tenancy under any program administered by the JHA. In addition, the applicant must satisfy any outstanding debts owed to any other subsidized program as reported to JHA or HUD's Enterprise Income Verification (EIV) system or other database.

If a debt is owed to JHA, the application will be accepted and then the applicant will be notified of the outstanding debt. The applicant will be given fourteen (14) business days from the notification date to pay the debt in full (or if a repayment agreement is in effect, make it current).

If the debt is paid in full by the due date or the repayment agreement amount due has been made current, the application will remain active. If the debt or repayment agreement amount due has not been paid by the due date, the application will be withdrawn. Applicants withdrawn will be determined ineligible and will be notified in writing. Applicants are given ten (10) business days from the date on the ineligibility letter to request an informal review. The informal review request must be done in writing and must be received by the applications office within ten (10) business days of the ineligibility letter date.

### Final Eligibility Denial of Admission for Debts to This or Any Other PHA

Previous outstanding debts to the JHA or any Public Housing Authority (PHA) resulting from a previous tenancy in Public Housing, Section 8, or any other HUD subsidized housing program, must be paid in full prior to the final determination of eligibility. When selected from the waitlist, applicants will again be screened for debts to this or any other PHA. Applicants who are found to still owe a debt will be notified and given 14 calendar days to pay the debt in full. Failure to pay the debt in full by the specified date will result in the applicant being denied housing assistance.

If an applicant or previous tenant is accepted and then it is later discovered that there is an outstanding debt to JHA, the applicant or previous tenant will be required to enter into a repayment agreement. If the applicant or previous tenant does not repay the full amount within a twelve (12) month period, their current assistance will be terminated at their annual recertification. At that time, the resident will be notified in writing and will be given the opportunity to request a grievance hearing. The request must be done in writing and must be received by the management office within ten (10) business days of the notification letter date.

- C. All applicants under 18 years of age who have not been emancipated by the courts or married.
- D. Applicants whose annual income at the time of admission exceeds the maximum income limits for admission as established by the U.S. Department of Housing and Urban Development.
- E. All adult family members, age 18 and older, must provide a non-expired federal or state issued picture identification card upon admission (or recertification after turning 18). Applicants admitted to the program using an out of state picture ID must provide a Florida picture ID within thirty (30) days from the move-in date. Florida Law provides exceptions for military families.

**F. Social Security Numbers – PIH Notice 2012-10**

Families are required to provide Social Security Numbers for all family members prior to admission. This includes live-in aides, foster children, and foster adults.

Some household members are exempt from the SSN disclosure requirement. These include (Notice 2012-10(5)(a—c)):

- Individuals who do not contend eligible immigration status (“noncontending” family members in a mixed family paying prorated rent).
- Current residents who had not previously disclosed a SSN, and who were at least 62 years old on January 31, 2010. The exemption applies at all future reexaminations, and continues if the individual transfers to a new unit or receives another form of housing assistance.
- Household members who have already provided a valid SSN prior to January 31, 2010. The new regulation does not require the PHA to re-verify the SSNs of current residents whose SSN have been validated through HUD’s automated system.

Acceptable evidence of an individual’s SSN consists of (Notice 2012-10 (6)(a—c)):

- An original SSN card issued by SSA;
- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.

Addition of a new household member who is under the age of six years of age who has not been issued a SSN: If a participant requests to add a new household member, who is under the age of six years old and who has never been issued a SSN, the minor may be added to the household. The family is required to submit evidence of the minor's SSN (as identified above) within 90 calendar days of the minor being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, JHA must grant an additional 90-day period to comply with the SSN disclosure and documentation requirement, only if JHA determines the family was unable to comply with the requirements due to circumstances that could not have been reasonably foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc. JHA must terminate the entire family's tenancy, housing assistance, or both, if after the allotted time the family has not complied with the SSN disclosure and documentation requirements. (Notice 2012-10(12))

- G. Applicants or other family members who misrepresent any information related to eligibility, award of preference for admission, income allowance, family composition or any other information requested on the pre-application or the application will be determined ineligible for another twelve (12) months after the misrepresentation occurs or the misrepresentation is discovered by JHA.
- H. Applicants or other family members who use abusive or violent behavior toward any personnel of the Jacksonville Housing Authority will be grounds for your application to be closed. These persons will be determined ineligible for another twelve (12) months after the most recent incident.
- I. An applicant who has been a victim of domestic violence, dating violence, sexual assault, or stalking will not be denied admission solely because the applicant's status as victim of such violence. In order to qualify for a preference on the waitlist for Domestic Violence, applicants should provide documentation that incidents of domestic violence have occurred within the past year before your placement of the application. Example of required documentation should be in the form of police report, incident report, restraining order or referral from domestic violence shelter, Form HUD-5382, etc.
- J. Enterprise Income Verification- (EIV)  
24 CFR 5.233

The JHA is required to use the EIV system in its entirety. This means that the JHA must use all features of the EIV system to:

- a. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 5 CFR 4.236
- b. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.

The JHA is required to provide form HUD-52676: Debts Owed to PHAs & Terminations to all adult applicants and participants.

Prior to admission the JHA must:

- a. Conduct a former tenant search for all adult family members 18 years of age or older.
- b. Conduct an existing tenant search for all household members.

2. **Screening Policy for Admissions:** Each applicant will be evaluated to assess the conduct of the applicant or other family members listed on the application, in present or previous housing. JHA will conduct local and/or national police checks on household members to the extent allowed by Florida State Law. Additional screening on credit, eviction search and checks of previous debt to JHA or any other previous landlord(s) will also be conducted. National Crime Information Center (NCIC) check will be conducted on any applicant or household member, prior to application as described in HUD PIH Notice 2012-28. All household members 18 years and older and emancipated adults must complete the consent form and authorize the NCIC, utility verification, credit check and eviction search for your application. Failure to do so will result in denial of housing assistance.

Applicants who fall into one of the following categories may (on an individual basis) be declared ineligible for occupancy. Applicants denied for any of the following reasons may re-apply for housing one (1) year from the date of denial, unless the five (5) year ban period on admission due to a failed criminal or eviction background check expires prior to the one (1) year period.

JHA will deny admission to applicants who have committed a serious lease violation which resulted in termination of their lease or rental assistance in connection with a HUD subsidized housing program, or who have been evicted for a serious lease violation while participating in a HUD subsidized housing program. An applicant may reapply for housing five (5) years after the date the serious lease violation was committed and/or the date of the eviction, whichever is later. Applicants denied for credit/financial reasons may reapply for housing after one (1) year from the date of denial. Before such determination is made, consideration shall be given to the time, nature, and extent of the applicant's conduct (including the seriousness of the offense).

3. **Criminal Activity:** A history of criminal activity involving crime of physical violence to persons or property or criminal acts which would adversely affect the health, safety, or welfare of other (persons) (24 CFR 960.204). For the purpose of this policy, a history of criminal activity shall be defined as:
  - A. Any one or more felony convictions during the (5) five-year period (prior to the date of evaluation for selection. The date used will be the actual arrest date on the police report);
  - B. Two (2) or more misdemeanor convictions, where the convictions were first or second degree misdemeanors, which involved crimes of physical violence to persons or property, or criminal acts which adversely affected the health, safety or welfare of other persons, during the five-year period prior to date of evaluation of selection. Exception: JHA will not count traffic offences that are recorded as a misdemeanor, unless classified as a habitual offender.

- C. Any household member who is subject to a lifetime registration requirement under any State or national sex offender registration program is denied participation in any housing assistance program. If any household member is subject to a less than lifetime registration requirement under any state or national offender registration program, they will be denied assistance for ten (10) years from the date of conviction. The JHA may notify residents of the registered sex offender.
- D. Any household member who has ever been convicted of drug-related criminal activity for methamphetamine production on the premises of federally assisted housing is permanently barred from housing assistance. If any household member has been convicted of drug-related criminal activity for methamphetamine production, they will be denied assistance for ten (10) years from the incarceration release date.
- E. Applicants with pending criminal cases: If an applicant or other family member listed on the application has a criminal charge pending at the time of selection from the waiting list, and if a conviction in the pending case would render the applicant ineligible for admission, JHA will suspend the application process at the time of selection. If the application process is suspended, JHA will notify the applicant in writing of the suspension, request the applicant submit documentation upon resolution of the pending criminal case, and return the applicant to the waitlist based on the original application date. The case must be resolved before JHA can determine applicant eligibility. The applicant is responsible to provide documentation of case outcome in order for JHA to determine applicant eligibility. If the applicant is denied admission to the program as a result of the outcome of the criminal case, the applicant will be notified in writing of the decision and informed of the right to request an informal hearing.

Applicants that are denied assistance: Federal law (42 U.S.C. 1437d(q)(2)) and 24 CFR 960.204 (c) requires JHA, when denying an application or terminating assistance based upon a criminal record, to provide the applicant or tenant and the subject of the record with a copy of the criminal record so that the tenant can dispute its accuracy and relevance.

If incarcerated during a portion of the five (5) year period to the application date, the applicant or other family member must be released two (2) years prior application. If the applicant has pled guilty to one (1) Felony or two (2) Misdemeanors for crime(s) involving drug or sex related offenses, even if adjudication is withheld, in the last five (5) years, they will be denied. If the applicant has been denied residency due to criminal activity, it is assumed that admitting such person would adversely affect the health and safety of the current residents of public housing (Refer to Section VI Part 2). Any applicant who has been incarcerated after being convicted for first or second degree murder must wait seven (7) years after release to place an application, and furthermore, must not have any additional arrests for criminal offense of any nature after being released from such incarceration. The burden of overcoming this decision shall be upon the applicant. Any conviction for possession and use of illegal drugs will be proper grounds for denying occupancy. Favorable consideration will be given to such applicants who have successfully completed professional treatment for drug abuse and have documented recovery for at least one (1) year; proof of which must be provided to the Housing Authority upon request.

Applicants claiming a disability due to alcohol abuse must comply with the one (1) year recovery requirement to document lack of current use. If a client is awaiting a court date for a criminal

offense and a guilty ruling would cause denial, that client's application will be held in a pending state until there has been a definitive ruling on the case(s).

4. **Other Behavior:** JHA will assess the conduct of all household members, juvenile and adult, to the extent allowed by Florida State Law for record within the past five (5) years of serious disturbance of neighbors, destruction of property or other disruptive or dangerous behavior: including patterns of behavior that endangers the life, safety, morals or welfare of other residents by physical violence, gross negligence or irresponsibility or which seriously disturbs the neighbors, family or community life, indicating the applicant's inability to adapt to the community. This category may also include neglect of children, which endangers their health, safety or welfare, and judicial termination of tenancy in previous housing on the grounds of nuisance, objectionable conduct or frequent disturbance to neighbors.
5. **Excessively unsanitary or hazardous housekeeping:** Including the creation of a fire hazard through hoarding rags, paper, etc. Creation of infestation, foul odors or serious neglect of the premises. Health Department reports should be obtained when possible.
6. **Financial:** Unsatisfactory performance to private market landlords in meeting financial obligations within the last five (5) years, as it relates to rental payments. Applicants who have outstanding debts to private market landlords that are within the last (5) five years must be paid in full. JHA may consider:
  - A. Habitual late payments resulting in a debt owed five (5) or more times during one calendar year
  - B. Sued with final judgment more than two (2) times in one calendar year
  - C. Sued more than four (4) times during entire residency
  - D. Eviction for non-payment of rent. Hardships are taken into consideration
  - E. Criminal history of worthless checks (two (2) or more within the past 24 months)
7. **Rental History:** JHA may also declare an applicant ineligible as a result of any eviction from any rental housing community for cause during the past five (5) years. JHA may consider:
  - A. Habitual late payments (five (5) or more during one calendar year)
  - B. Damages beyond normal wear and tear
  - C. Disturbance caused by household members and/or guests
  - D. Poor housekeeping
8. **Compliance with the terms of the lease:** JHA may only base denials on eligibility and the ability to comply with the terms of the lease. An applicant may, for example, be unable to care for the apartment alone, but may still qualify as able to comply with the lease if he or she can demonstrate that assistance with caring for the unit has been secured. Such assistance could be in the form of a Live-in aide or it could be a friend, family member or cleaning service. It is not the decision of JHA to make judgments about the best way to provide assistance, but simply to determine whether the assistance will enable the applicant to meet the screening criteria. If some form of assistance is needed to enable an applicant to comply fully with the lease terms, screening staff should obtain verifications that such assistance is available to the applicant and will be provided to the resident as needed at no cost to the JHA unless required by law.
9. **Applicant screening and Section 504:** In the event of the receipt of unfavorable information with respect to an applicant with a disability, consideration shall be given to the time, nature



and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. Any applicants, who are known to have a disability and have been determined to be eligible, but fail to meet the occupancy screening criteria, will be offered an opportunity to have their case examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening criteria. If the evidence of mitigating circumstances presented by the applicant relates to a change in medical condition or course of treatment, JHA shall have the right to evaluate the evidence and verify the mitigating circumstance. This information is only to evaluate mitigating circumstances, not the extent of disability.

JHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance. If the applicant refuses to provide or give access to such further information, JHA will give no further consideration to the mitigating circumstances and apply the screening criteria.

If no mitigating circumstances exist that satisfy JHA's selection criteria, JHA must consider reasonable accommodations that could eliminate barriers to housing the applicant. Reasonable accommodations may take the form of either physical change made to the unit, building, development, policy or procedural changes. To be considered reasonable, accommodations must not cause undue financial or administrative burden or alteration of the fundamental nature of the public housing program. If a service is necessary for compliance with the lease, JHA cannot be required to provide it to an applicant with a disability if it is not provided to other tenants, but JHA must consider admitting that applicant if he or she can document that the service will be provided by others at no cost to JHA. Any applicant with a disability who cannot meet the applicant screening criteria taking into account possible mitigating circumstances, reasonable accommodations by JHA, or services needed for lease compliance verified to be provided to the applicant by others, will be rejected.

**10. Hearings – Persons with Disabilities:** Persons with disabilities rejected for housing shall have a right to a hearing in accordance with Section VI Part 2.

**11. Home Visits:** JHA does not intend to utilize home visits when it implements the Admissions and Occupancy Policy. However, JHA reserves the right in the future to perform home visits on all prospective residents as part of the resident selection process. Although the policy applies only to applicants, the authority will provide notice of the initiation of home visits as well as advertising the change in the local newspaper.

When implementation does occur the following apply: The purpose of the visit is to provide JHA with additional information on which to base its determination that an applicant is eligible to live in a community managed by JHA. The home visit will help determine:

- A. If the applicant family is capable of caring for the unit in a way that will not constitute health or safety hazards or contribute to any kind of infestation.
- B. If the applicant, or any member of the applicant's family, is currently engaged in behavior or practices that would violate JHA's lease agreement.
- C. If the applicant, or any member of the applicant's family, has provided information, which is not consistent with the information, presented on the application form and other documents provided to JHA.
- D. Applicants shall be notified at least three (3) days in advance of the scheduled home visit.

If the applicant is currently sharing housing with either a family member or friend, he or she should be advised that JHA would inspect not only his or her room(s), but also the common areas, such as living room, kitchen, and bathroom. If the applicant is currently living in an institution, then home visit shall be performed in the institution to determine if the applicant is responsible for any aspect of the condition of the property. Staff shall record the results of every home visit on JHA's Home Visit Report.

12. **Processing Application for Admission:** Prior to admission of each family or individual as a resident, the Application Office shall obtain a written application signed by the Head of Household of the family and spouse or co-head (where noted) which shall set forth all data and information to enable JHA to determine: (1) eligibility (2) preference (3) rent and (4) size of dwelling unit required.

**A. Pre-Application:** an applicant wishing to apply to open Public Housing waitlist(s) will complete a pre-application online at the JHA RENTCafé website. This pre-application provides the basic information of each family applying for admission. An applicant who is in need of reasonable accommodation, or does not have internet access, to apply for assistance should contact the applicable Applications Department.

- a. After completing the pre-application, the family is responsible to update contact information (phone number(s) and changes in email or physical address), as well as changes in family circumstances (including income).
- b. All applicants shall be placed on one of the following general waitlist and our site based Baldwin waitlist, if applicable:
  1. CW: working family and/or head of household or spouse is elderly or has a disability
  2. CV: non-working family
  3. NE: head of household or spouse is near-elderly (Age 50-61)
  4. CS: single (Not elderly or disabled)
  5. TE: Head of household or spouse is elderly (62 or older) or disabled
  6. BV: non-working family
  7. BW: working, elderly or disabled family

**B. Receipt of Application:** When the applicant is selected from the waitlist, completion of a more detailed application will be required. The application constitutes the basic legal record of each family applying for admission. Each applicant family will be required to supply information as requested and to sign the application attesting to the accuracy of the information provided. The application once completed is filed as active or inactive depending on such factors as eligibility, withdrawal of application or any other reason which would determine an active or inactive status. In addition to other pertinent information each application for admission shall indicate:

- a. Date and time of receipt – An applicant's date of application is the initial date the applicant applied.
- b. Determination by JHA as to the applicant's eligibility or ineligibility.
- c. If eligible, the appropriate unit size as defined by JHA's occupancy guidelines (Section V Part 4).
- d. Date of JHA's offer of housing and unit offered including the community and bedroom size.

- e. Date and response of JHA's offer of housing including housing location and reason for rejection. If the applicant has twice rejected a housing offer without just cause, the file will be closed and the applicant must reapply.
- C. **Procedures:** The following procedures shall be utilized in processing all applications:
  - a. The waiting list will be printed at the time of each selection:
    - 1. To review and correct any errors found
    - 2. To stamp "official" and preserve in folder
  - b. The application will be completed by the applicant - signed and dated by the applicant and spouse or co-head where applicable.
  - c. The applicant will be informed that JHA will proceed to verify all submitted information including, state, local, and national police reports; credit history checks; and previous landlord/residence references on all household members to the extent allowed by Florida Law.
  - d. The applicant will be allowed ten (10) working days in which to submit any additional required documentation to complete the application.
  - e. Upon return of all required information, the application will be reviewed for accuracy and completeness of the information.
  - f. When applications are incomplete, every effort is made to contact the applicant by mail or phone requesting the missing information. All phone notifications will be followed up by written notification. After thirty (30) days, if no response, the file is closed and the applicant must re-apply.
- D. **Processing of Applications – Eligible/Ineligible Applicants**
  - a. Once the applicant has been selected and passed the preliminary eligibility screening, files will be forwarded to the community management office to schedule interviews and to continue processing.
  - b. If, during the interview it becomes obvious that the applicant is ineligible they shall be informed promptly with the basis for such determination. The application shall then be classified as "ineligible". The file will be documented to show when and how the applicant was informed and the reason for ineligibility. If the applicant disputes the reason for ineligibility, the applicant will then be advised they may request an informal administrative hearing regarding the application. (Section VI Part 2)
  - c. Applicants determined ineligible will be informed promptly.
  - d. Completed applications of eligible applicants will be placed in a "ready pool" of applicants- those who will be offered housing.
- E. **Language Assistance Plan (LAP)**

Although the Language Assistance Plan is not physically attached to the JHA Admission and Occupancy Policy, the provisions contained therein are incorporated herein by reference. JHA will be bound by the provisions contained in the Language Assistance Plan. Copies of the LAP may be obtained upon request.

### SECTION III –CERTIFICATION AND DOCUMENTATION OF APPLICATION INFORMATION

1. **Verification of Information of Eligibility:** The Community staff representative will judge the credibility of any verification submitted by the applicant. If staff has reasonable doubts about the documentation submitted, it will be reviewed by the Manager who will make a determination. Staff will continue to pursue credible documentation until it is obtained or the applicant is determined ineligible for failing to provide it. Information submitted by each applicant will be properly documented and maintained in file. Documentation showing employment as part of the verification process may include:
  - A. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions together with other eligibility and preference determinations.
  - B. Photostat or carbon copies of documents in the applicant's possession which substantiate his/her statement, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them.
  - C. Certified statements from self-employed persons and from persons whose earnings are irregular such as salesmen, barbers, beauticians, etc. If the self-declaration is not completed in front of a JHA employee, the declaration must be notarized.
  - D. Memorandum of verification data obtained by personal interview, telephone or other means, with source data received, name and title of the person receiving information clearly indicated, the name and title of the person giving the information.
  - E. Statements from landlords, family, social workers, bank representatives, payroll officers, court records, drug treatment centers, clinics, physicians, or the police department, where warranted by the particular circumstance.
  - F. Proof of age, disability or physical impairment, if necessary, to determine the applicant's eligibility as a family.

Questions and verifications of disabilities are for determinations of eligibility only. Under no circumstance shall questions or inquiries be made that determine the details of the type or extent of disability. Inquiries concerning the expenses for medical related equipment, services, or other related items are permitted for the purpose of calculation of rent. These expenses should be verified by a third party. Inquiries as to whether the equipment or services are insufficient or excessive to meet the need of the applicant are not permitted. Under no circumstance shall applicants with a disability be required to provide a doctor's letter describing the extent and nature of disability. Verification should only establish that a disability exists.

2. **Citizenship and Immigrant Status:** All adults who are 18 years of age or older, or who turn 18 years of age while a household member, are required to sign a Section 214 Declaration of Status form declaring their citizenship or immigrant status. The Head of Household will be required to complete a separate Section 214 Declaration of Status form for each minor in the household. Where it applies, non-citizens will also be required to produce a current alien registration card so that a copy can be made and placed with their file. Eligible immigrant status will be verified with an INS/SAVE Verification Number. In the case of a mixed family where some members are eligible citizens or eligible immigrants, and some are ineligible immigrants, the amount of housing subsidy will be prorated so that only eligible immigrants and citizens receive assistance. Prorating will be done in accordance with federal guidelines in 24 CFR 5.520.

3. **Summary of Verified Data:** Verification data is to be reviewed and evaluated as received for completeness, accuracy and conclusiveness. Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If during the verification process it becomes evident that for one or more reasons an applicant is ineligible, the application process is to be discontinued. As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared. The summary is to include the following determinations:
  - A. Eligibility of the applicant group as a family or single person.
  - B. Eligibility of the family with respect to income limits for admission.
  - C. Eligibility of the family with respect to other conditions of eligibility as set forth in this document.
  - D. Size of unit to which the family is to be assigned.
  - E. Rent which the family is to pay.
4. **Re-checking Verified Finding Prior to Admission:** Only verified information that is less than 90 days old may be used for admission to housing. Inquiries as to the accuracy of the information are to be made of any unverified information that is less than 90 days old and recorded in the applicant's file. Verified information that is more than 90 days old must be re-verified except for the information that is not subject to change (such as the person's date of birth). Verification for income from social security must be less than 60 days old PIH Notice 2006-41 issued Dec 19, 2006.
5. **Certification:** As a part of the application record of each applicant determined to be eligible for admission, the Manager or designee is to certify that the applicant and family meet all of the conditions governing eligibility. If a unit becomes available that is accessible to a person with a disability, JHA will offer the unit first to a current resident needing accessibility features and then to the next applicant with a disability on the waiting list for that unit size and type of accessibility.
6. **Local Preference:** JHA does use local preference for admissions:
  - A. Displaced by government action:
    1. Applicants displaced by government action with written referral from the government agency documenting displacement.
    2. Applicants displaced by the City of Jacksonville with written referral from the department displacing the applicant.
  - B. Preferences for victims of Domestic Violence: Applicants who are victims of domestic violence will receive a preference. In order to qualify for a preference on the waitlist for Domestic Violence, applicants should provide documentation that incidents of domestic violence have occurred within the past year. Example of required documentation should be in the form of police report, incident report, restraining order, referral from domestic violence shelter, etc.  
 Status is to be verified by:
    1. Police report
    2. Restraining order
    3. Referral from domestic violence shelter (example, Hubbard House)
 Confidentiality of applicant status shall be maintained by the Agency in accordance with the provisions of the Violence against Women Act of 1994.

- C. Working Families: applicant family must have the head of household, spouse, or co-head employed at the time of offer of housing. However, a family must be given the benefit of the working family preference if the head or spouse, or sole member is age 62 or older or a person with a disability.
  - 1. Employment is defined as a bona fide job working at least 25 hours per week continuously for at least 6 months.
  - 2. This local preference shall also be available to families that can verify at time of application, participation in a job-training program or graduation from a program that will lead to employment within 6 months of graduation and can verify participation in a training or graduation from such a program while on the waiting list.
  - 3. This local preference shall also be available to a family if the head, spouse or sole member is 62 years old or older or is receiving Social Security, Social Security Disability benefits or SSI benefit, VA disability or a physician verified statement of disability.
  - 4. JHA preferences for working families shall be two working families for one non-working family.
- D. Veterans: A person who served in the active military service and who was discharged or released under conditions other than dishonorable. National Guard members also qualify if currently serving honorable or discharged under conditions other than dishonorable. If the veteran dies before being admitted to the program, then the spouse of the veteran shall maintain their place and preference on the waiting list. Status is to be verified by:
  - 1. A DD 214 (Certificate of Release or Discharge from Active Duty) will serve as proof of service for those no longer active or reserve duty; or
  - 2. A current enlistment contract and/or unexpired military identification card will serve as appropriate proof of veteran status for those still in active reserve status or current enlistment.
- E. Residency preference. Applicants who are residents of Duval County. To qualify for this preference, applicant will be required to submit documentation to confirm residency. This may include, but is not limited to: current lease, current utility bill(s), verification of school attendance of minor household member(s), verification of employment within the county for any household member, or adult household members who are active participants in an education or training program located within the physical limits of Duval County if the education or training program is designed to prepare individuals for the job market.

The residency preference shall not have the purpose or effect of delaying or otherwise denying admission to any program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.
- F. Ranking: Government Action, Domestic Violence, and Veteran preferences will be ranked at a higher level than all other preferences. However, Government Action, Domestic Violence, and Veteran preferences will all be equally weighted.

## SECTION IV – REMOVING APPLICATIONS FROM THE WAITING LIST

1. **Procedures for Removing Applicant Names from the Waiting List:** Applicants names may be removed either at their request or because the agency is unable to contact them. No informal review is required following withdrawal. The Application Office will remove an applicant's name from the waiting list under the following circumstances:
  - A. The applicant requests his or her name to be removed (Withdrawal application)
  - B. The agency has made reasonable efforts to contact the applicant to determine continued interest but has been unsuccessful (Purging of the waiting list). A copy of the email sent to the applicant's email address of record on RENTCafé will constitute documentation of reasonable effort to contact applicants (Withdrawal). Applicants are encouraged to regularly check their email and their email "spam" folder at least once per week. The applicant has been notified by JHA that their name will be removed because the applicant is no longer eligible for public housing (Notice of Rejection).
  - C. Applicant has failed to respond to reasonable efforts made by JHA such as:
    1. Scheduled interviews necessary to complete the application process.
    2. Efforts were made to obtain information necessary to process the application and the applicant has failed to respond. (Withdrawal)
  - D. Failure of an applicant to keep a scheduled or rescheduled interview will cause the applicant's name to be removed. (Withdrawal)
  - E. The applicant fails to pay an outstanding balance owed to JHA within the specified time period. (Notice of Rejection)

Mitigating circumstances such as health problems or lack of transportation will be considered in determining if the application should be withdrawn. The housing authority will attempt to contact families who indicated a disability on their application at the phone number(s) listed on the pre-application, or who indicated they do not have internet access, before removing the family from the waiting list.
2. **Opening and Closing of the Application Waiting List:** JHA at its discretion may restrict pre-application intake, suspend pre-application intakes and close waiting lists in whole or in part. If there are sufficient applications to fill anticipated vacancies for the coming twelve (12) months the agency will either:
  - A. Close the waiting list completely;
  - B. Close the waiting list during certain times of the year; or
  - C. Restrict intake by type of community or by size and type of dwelling unit.

Decisions for closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference and the agency's ability to house an applicant in an appropriate unit within a reasonable period of time. Closing the waiting lists, restricting intakes, or opening the waiting lists will be publicly announced. During the period in which the waiting list is closed, JHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened. All notices and communications must be taken into consideration; accommodations for persons with disabilities including those with visual and hearing impairments.

## SECTION V – RESIDENT SELECTION POLICY

### 1. **Conditions Governing Selection:**

- A. JHA will give full consideration to its public responsibility for re-housing persons displaced by urban renewal, other government action or whose homes are made uninhabitable by a natural disaster as determined by JHA.
- B. JHA will not deny any eligible applicant the opportunity to lease a dwelling suitable to their need on the basis of race, color, familial status, religion, sex or national origin. Additionally, in accordance with Section 504 of the Rehabilitation Act of 1973 and The Discrimination Act of 1975 respectively, will not discriminate on account of disability or age.
- C. In the selection of residents there will be no discrimination against families otherwise eligible for admission because their income is derived in whole or in part from public assistance.
- D. In selecting residents from among eligible applicant families suitable for the size and composition appropriate to available dwelling units, JHA will take into consideration the needs of individual families for housing in order to provide a decent home and suitable living environment.
- E. Near elderly applicants will be selected for occupancy in the high-rise units once the elderly and people with disability lists are exhausted.

### 2. **Applicant Orientation:** JHA may develop policies that require all applicants selected for admission to be required to attend a program orientation. The purpose of the orientation is to be sure that all applicants are aware of what JHA expects from them as residents in the way of housekeeping and care of the unit and to assess if the applicants are willing to comply with the terms of the lease. The orientation will be mandatory for admission into public housing. Failure to attend the orientation will be cause for denial of admission. This process may be substituted by a standard leasing interview and orientation by the community managers.

### 3. **Orientation Curriculum:** The orientation facilitator will cover essential topics which prepare the applicants for successful residency. Those topics will include but are not limited to:

- A. Basic housekeeping and cleaning tips, preventive maintenance and minor home repairs.
- B. JHA facilities, services and operation of appliances, and community services and activities.
- C. Management and resident responsibilities, lease provisions and grievance procedures.
- D. Budgeting overview
- E. Maintenance work order system and emergency repairs
- F. JHA Police Unit and policies in regard to crime and drugs.
- G. Fire and Safety

Applicants will take an active role in the orientation program. Also, emergency telephone numbers will be given to the applicants for their records.

### 4. **Occupancy Guidelines:** To avoid overcrowding and over-housing, dwelling units are to be leased in a manner in which not more than two persons will be required to occupy a bedroom. In the event, however, that there are units which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications, JHA reserves the right to assign eligible families of the most nearly appropriate size to the larger unit. Families placed



within these units must sign a waiver to transfer to an appropriately-sized unit if the larger unit is later needed for a family which qualifies for the unit size.

The guidelines for range of bedrooms per person shall be:

<b>Number of Bedrooms</b>	<b>Minimum Number of Persons</b>	<b>Maximum Number of Persons</b>
0	1	1
1	1	2
2	2	4
3	3*	6
4	4*	8
5	5*	10

\* Persons will only qualify for 3-, 4-, or 5-bedroom units with the minimum number of persons (resulting in a bedroom for each individual) when separate bedrooms are needed so as to keep persons of different generations, persons of the opposite sex, and unrelated adults from sharing the same room.

- A. Every member of the household, regardless of age, is to be counted as a person.
- B. As a general rule, two (2) persons of the same sex will share a bedroom, except for the head of household who is a single parent.
- C. The maximum number of persons may be exceeded by one to permit an infant, less than two years of age, to share the parent's bedroom.
- D. Dwelling units shall be initially assigned so that persons of opposite sex, other than husband and wife or co-head, will not occupy the same bedroom except for minors under the age of two. The family may choose to initially mix family members of the opposite sex; however, they would be eligible for transfer due to under housing unless its family composition changed.
- E. Dwelling units shall be so assigned as not to permit the use of the living room for sleeping purposes.
- F. Persons of different generations, persons of the opposite sex, and unrelated adults will not share a bedroom.
- G. If a larger unit is required beyond the above noted guidelines, because of a disability of a family member or person associated with the household JHA will accommodate the need with proper documentation.
- H. All children anticipated to reside in the dwelling unit, including children expected to be born to pregnant women and children who are temporarily absent from the home due to placement in foster care, military school or college will be considered in determining bedroom sizes.
- I. A live-in care attendant who is not a family member will not be required to share a bedroom with another family member.
- J. Bedroom Size Determination:  
Single parent military members are required to provide a family plan that designates who will have temporary custody of their children in the event that they are deployed. For the purposes of household composition and bedroom size determination, JHA will

require all of the following documentation to allow children in these circumstances to be added to the assisted household for the duration of the parent's deployment.

- Military deployment orders with an effective date
- A Power of Attorney granting custody and responsibility listing the children
- A Certificate of Acceptance as Guardian (DA Form 5840) or equivalent form
- Military dependent identification cards for each child.

When it is found that the size of the unit is no longer suitable for the family in accordance with these guidelines, the family will be required to move as soon as a dwelling of appropriate size becomes available unless policy has temporarily limited relocations. Needed transfers will take precedence over new admissions unless JHA has temporarily determined that transfers are limiting the ability to provide decent, safe and sanitary housing. The Resident Advisory Board (RAB) will be given notice of all decisions with regard to changes in policy of transfers. (Section IX Part 9)

5. **Type of Unit/Type of Community Needed:** Every effort will be made to provide accessible units for persons with disabilities to house those families who require such units.
  - A. Elderly families will be given a preference in admissions to communities designated for the elderly.
  - B. Residents with disabilities who require accessible units will be given preference to accessible units over non-disabled residents.
  - C. Residents with family members with disabilities who require accessible units will be considered for those types of units. When an accessible unit becomes vacant, JHA will offer such units:
    1. First, to a current occupant of another unit of the same or comparable community, who has a disability requiring the accessibility features of the vacant unit and occupying a unit not having such features or if not such occupant exists; then
    2. Second, to an eligible qualified applicant on the waiting list who has a disability requiring the accessibility features of the vacant unit; or
    3. Third, to the first eligible applicant on the waiting list who needs this particular bedroom size.

Please refer to Section IX Part 9 for procedures when an applicant with a disability is identified.

**SECTION VI – APPLICATION POOL****1. General Procedures:**

- A. An automated central application pool will be maintained in a manner wherein residents will be selected for appropriate size units in accordance with the preferences set forth in the adopted regulations governing admission; according to the date and time the application was filed.
- B. “Blocks” of applicants will be selected by bedroom size, local preference; date and time of application.
- C. The “block” will be moved to a “ready pool” and checked for compliance with required criteria for admission:
  - a. Completed by Housing Authority
    - 1. Criminal Background Check
    - 2. Credit Bureau Check (evictions)
  - b. Request sent to Applicant for the following:
    - 1. Landlord Reference
    - 2. Current income documentation
    - 3. Submission of required documents (e.g., Birth Certificate)
  - c. Applicants returning all required information first will be housed first.
- D. The applicant at the top of the community-wide list will be offered a vacant unit at the location containing the largest number of vacancies and/or units ready for occupancy. If such offer is refused without cause, the applicant’s ranking is changed to reflect date and time of refusal and returned to the bottom of the ready pool list. Upon applicant being given a second choice and refusing without just cause, the file will be closed and the applicant must reapply.
- E. If the applicant presents satisfactory evidence that acceptance of any offered unit will result in undue hardship, the refusal shall count as an allowable refusal. Documentation will be maintained in the applicant’s file as to the vacancy offered, including location, date and circumstances of offer and the rejection or acceptance.
- F. Under the following circumstance, an applicant would not be considered to have been offered a unit if:
  - 1. The unit is not of the proper size and type and the applicant would be able to reside there only temporarily (i.e. a specially designed unit that is awaiting an applicant needing such a unit.)
  - 2. The unit contains lead-based paint and accepting the offer could result in subjecting the applicant’s children less than seven years of age to lead-based poisoning.
  - 3. The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to JHA’s satisfaction. Examples:
    - 1. A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
    - 2. A court verifies that the applicant is serving on a jury, which has been sequestered.
- G. Documentation will be maintained in the applicant’s file as to the vacancy offered, including location, date and circumstances of the offer and the reason for the rejection.

**2. Informal Hearing Procedures:**

- A. Right to an Informal Hearing: Applicants will be denied admission for housing based solely on their ineligibility or failure to meet the selection criteria. The applicants will receive written notice of the denial for housing that includes the reason for denial and notification that they can request an informal hearing within ten (10) days of the receipt of the letter of denial. Upon receiving the applicant's written request for an informal hearing, the hearing will be scheduled by JHA within thirty (30) days following the determination of denial. The applicant will be informed of their right to have any person (or persons) present on their behalf at the time of the hearing. Also, the applicant will receive a description of the informal hearing procedures. JHA's Hearing Officer will conduct the meeting with the applicant, the applicant's representative(s) and the staff person who made the decision to deny the applicant admission for housing. The decision rendered by the Hearing Officer will be based solely on the facts presented at the hearing.
- B. Final Decision Regarding Denial of Admission: If the decision to deny admission is reversed – the applicant's application will be returned to the appropriate spot on the waiting list. If JHA's decision is upheld, and the appeal regarding the application is upheld, the applicant will be removed from the waiting list. The applicant may place a future application for housing one (1) year from the date of their initial denial. Otherwise, the applicant may reapply when they are eligible.

## SECTION VII – LEASING OF UNITS

1. **Resident Participation:** JHA will develop procedures to involve residents in the review of potential public housing residents prior to selection and assignment of units. The procedure utilized will be negotiated with the Resident Advisory Board's leadership and maintained in a separate procedure manual.
2. **Unit Assignment:** The manager will review the file in advance of signing the lease in order to become acquainted with the applicant. If there are any conditions that violate the Admission and Occupancy Policy the manager shall resubmit the application to screening personnel for reconsideration of eligibility. The documents for review will include:
  - A. Eligibility documents, i.e. birth certificates, income, federal preference verification, social security cards, pre-application, application and selection letter.
  - B. Resident profiles, including the criminal back-ground check documentation, which will identify behavioral issues that will need to be addressed. Past Landlord Questionnaire, credit check, IRS Release, Authorization to Release Information and Resident Responsibility Form.
3. **Manager Responsibilities:** Upon receiving and reviewing the file the manager will schedule an appointment with the applicant to conduct the move-in inspection and sign the lease. During this scheduled appointment the manager will:
  - A. Review the essential provisions of the lease and explain basic house rules to the applicant.
  - B. Address any issues that are noted in the resident's profile, e.g., minor criminal history and housekeeping habits.
  - C. Introduce the applicant to staff, including office, maintenance personnel and the Tenant Advisory Council President for the community.
  - D. Conduct the move-in inspection to document the condition of the unit prior to move in. Upon completion, both parties will sign the move-in inspection report.
  - E. Execute the lease with applicant and issue unit keys and mailbox keys where appropriate.
4. **Rent Policies and Calculation**
  - A. **Minimum Rent:** Minimum rent is the lowest amount the housing authority can charge a family for rent, before utility allowances are calculated. The minimum rent for all Jacksonville Housing Authority residents has been set at \$50.00. Hardship exemption from minimum rent is available to families who fall into one or more of the following categories:
    1. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local program assistance including a family with a member who is a non-citizen with legal permanent resident status who would be entitled to benefits if not for the Title of the Personal Responsibility and Work Opportunity Act of 1996.
    2. The family would be evicted because it is unable to pay the minimum rent.
    3. The income of the family has decreased due to a change in circumstances such as loss of employment.
    4. A death of a household family member has occurred.

5. Other circumstances determined by the responsible entity or HUD.

When a family requests a hardship exemption of minimum rent, the minimum rent is suspended starting the month following the request. The family may not be evicted for non-payment of rent for 90 days, beginning the month following the family's request. The family should provide documentation of the hardship as soon as possible. Once the family supplies documentation of the hardship, the housing authority must promptly make a determination of:

1. If there is a qualifying hardship as described above
2. If it is a temporary or long-term hardship

This determination should take no longer than the initial 90-day period to make. If it is determined, that no qualifying hardship can be found or that the qualifying hardship is temporary, the family is not qualified for exemption. Then the JHA will reinstate the minimum rent including, retroactive minimum rent, back to the time the suspension became effective. The housing authority must offer the family a reasonable repayment agreement for the amount of back rent owed. If it is determined that there is a qualifying hardship and it is long-term, the family is exempt from paying the minimum rent for the entire duration of the hardship, beginning the month following the family's original request for hardship exemption with no obligation to repay the exempt rent. Documentation of hardship should be collected every thirty (30) days until the hardship is over and minimum rent is reinstated. The suspension or exemption of minimum rent is not affected by the utility allowance.

The amount payable monthly by the resident as rent to JHA is selected annually by the resident from the following options:

- B. **Flat Rent:** The Jacksonville Housing Authority will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective October 1, 2014. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option. Families choosing flat rents generally will be recertified once every three years, but JHA reserves the right to conduct such recertification more frequently. Family composition will be verified annually. The Jacksonville Housing Authority will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:
  - Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
  - The PHA will present two rent options to the family as follows:
    - The lower of the product of the calculation and the updated flat rental amount; and
    - the income-based rent
- C. **Unit Transfers:** There will be no Flat Rent option at the time of a transfer unless the resident qualifies for financial hardship or it is time for the annual recertification. The resident must be given an advance notice if the flat rent is more for the new unit than the unit the resident is currently residing in.

JHA shall have the right to transfer you to another unit of equivalent size, either in the same complex or another complex owned by JHA, in the event that you are involved in a situation in which a resident's peaceful enjoyment of his or her accommodations has been disrupted and has not responded to intervention by management.

Only two (2) transfer offers will be offered to a resident. The resident will have two (2) business days to accept or reject the offer. If the resident rejects the second offer, the resident will be removed from the transfer list. If the resident is in an overhoused unit and rejects the second transfer offer, the resident's lease will be terminated. Upon acceptance of a transfer offer a resident will have five (5) business days in which to complete the transfer move. The business day count begins on the first business day after unit offer or unit acceptance is made. If JHA is unable to deliver the offer to the tenant by phone or in writing to the tenant or adult member of the tenant's household, and is instead sent by prepaid first-class mail properly addressed to the tenant, three (3) additional business days shall be added to the time to accept or reject the offer.

When you are transferred or move into another JHA unit, you hereby acknowledge that the execution of a new lease is a result of either modernization or another authorized transfer purpose. In consideration of your being relocated, you and JHA agree that all obligations, causes of action claims, and defenses existing under the previous lease are hereby preserved and incorporated into this Lease.

A transfer fee of \$200 for administration fees for approved optional transfers plus any damages beyond normal wear and tear may be assessed.

- D. **Income-Based Rent:** Rent that is based on the family's income as determined by JHA and based on JHA's rent policies, which may specify a percentage of income, include a schedule of rents involving depositing a portion of the resident rent to an escrow account, imposing a ceiling on resident rents, adopting permissive income deductions, etc. The income-based rent plus any applicable utility allowance will not exceed the total tenant payment (TTP) as determined by the statutory formula. The resident may elect to pay either flat rent or income-based rent. If flat rent has been selected and there is a loss of family income, the resident may elect to revert back to income based rent. JHA will provide through its orientations, individual counseling, and written notice sufficient information to allow families to make an informed choice of rent payment options. JHA's policies on switching the type of rent in circumstances of financial hardship: If JHA determines that the family is unable to pay the flat rent because of financial hardship JHA will immediately switch the family's rent from flat to income based rent. Once a family switches from flat rent to income-based rent due to financial hardship, and/or when initially selecting income based rent the family must wait until its next annual to select the type of rent they choose to pay.
- E. **Earned Income Disallowance (EID)**  
**Regulation: 24 § 960.255 Self-sufficiency incentives—Disallowance of increase in annual income.**
  - a. **What income is disregarded?**

The EID statute and/or regulations mandate that JHA's and owners of selected federally funded housing disregard from a qualified household's income for purposes of rent calculation any increase in income if:

1. The increased income is due to employment of a family member who has been previously unemployed;
2. The family member's income increases while receiving or within six (6) months of receiving welfare; or
3. A family member's income increases during his or her participation in a self-sufficiency or job training program.

**2. For How Long is the Income Disregarded?**

The mandatory EID provisions of the statute and regulations require public housing authorities (PHAs) and other owners of selected federally funded housing to exclude 100 percent of a family's increased income from earnings for an initial period of 12 months and fifty (50%) percent of the increased earned income for an additional 12 month period. A tenant is eligible to receive the EID once during a lifetime, and within a 24-month period from the time that the EID is first applied for the affected tenant. The time begins to run the date JHA would have otherwise raised the tenant's rent in response to a reported income increase. For example, if a previously unemployed family member becomes employed and fails to report his income change for 6 months after the JHA's requested date of notification, the household would still have 6 months of the 100 percent EID and a full year of fifty (50%) percent EID remaining to use in the next 18 months (24 month time limit minus the 6 months for the period of non reporting). Under HUD guidelines, there is no penalty for failing to report an increase in income that would be subject to the 100% disallowance, because any income increase within that period would have been disregarded. If a resident is receiving the EID from one PHA and the family moves to a unit administered by another PHA, the family may continue to receive the EID. In that situation, the family should notify the new PHA that the resident qualified for the EID benefit and that the clock has begun to run. However, the tenant should not be under any obligation if he or she has not been informed of the rules.

**3. Who Qualifies for the EID?**

1. A family qualifies for the EID, if the family income increases as a result of the employment of a family member who was previously unemployed for one (1) or more years. There is no other limit on the time that the tenant must have been unemployed prior to gaining work. The definition of previously unemployed includes a person who has earned in the past 12 months no more than the equivalent of 500 hours of work (10 hours of work per week for 50 weeks) at the greater of the federal, state or local minimum wage.
2. A household is entitled to the EID if the family member (who is currently receiving or within six (6) months of receiving welfare benefits) experiences an increase in earned income. The increase in earnings may be due to a new job or an increase in earnings from a current job. The EID is available for tenants whose income increases while they are still receiving welfare assistance and for six (6) months after receiving the welfare assistance. To qualify as receiving benefits under Temporary



Assistance to Needy Families (TANF), a tenant may have received monthly income maintenance or benefits and services such as one time payments, wage subsidies and transportation assistance provided that the total amount over a six (6) monthly period is at least \$500.

3. The fact that a tenant's welfare income is reduced or terminated due to a work-related sanction does not disqualify the individual from the benefits of the EID if the sanctioned member subsequently finds work. However, if the tenant's welfare benefits are reduced for fraud or noncompliance with economic self-sufficiency requirements, the "sanctioned" welfare income will continue to be included in the family income for rent-setting purposes. In other words, the tenant will not experience a reduction in rent due to the reduction in welfare benefits precipitated by a sanction for fraud or noncompliance with economic self-sufficiency requirements. However, the same family will not be penalized with additional rent increases for responding to the sanction by obtaining work. For example, a family's \$500/month TANF benefits are terminated due to failure to cooperate with the work requirements. While still under the sanction the mother begins employment making \$700/month. Although \$500/month income is imputed she is entitled to a disregard of the difference between her earnings and her prior TANF income. Therefore, the additional \$200 (\$700-\$500) is disregarded 100% for the first 12 months and 50% for the second 12 months.
4. A household may also qualify for the EID if the household income increases due to increased earnings of a household member during that member's participation in an "economic self-sufficiency program" or other job training program. The definition of an economic self-sufficiency program includes any program designed to assist tenants in gaining their financial independence. This encompasses a large number and a wide variety of programs, including, but not limited to job training, English proficiency classes, and substance abuse and mental health treatment programs. While such training includes enrollment in general vocational courses at a community college or training or activities at a sheltered workshop, it may also include enrollment in non-vocational programs, "as long as such program is designed in some way to encourage, assist, train or facilitate the economic independence of HUD assisted families or to provide work for such families." Advocates are encouraged to get JHA to interpret the applicability of this provision broadly. It is also important to remember that the increases in earnings to be disregarded may occur after the completion of the primary part of the training program if the individual continues to receive some amount of training, mentoring, counseling or other assistance.
4. **EID (Earned Income Disallowance) Tracking:**  
The disallowance of earned income is limited to a single lifetime 24-month period. Once a qualified family member begins EID, there is a start date and an end date, regardless of whether the family member maintains continual employment during the 24-month period. The initial 12-month exclusion of a qualified family member will exclude 100 percent of an increase as a result of

employment over the baseline income of that family member. Upon the expiration of the initial 12-month period, JHA must phase-in the excluded earned income to include at least 50 percent of earned income over the family member's baseline income.

**Exception:** Families that are enrolled and participating in EID prior to May 9, 2016 will continue to follow the prior rule (48-month exclusion period).

**F. Income changes resulting from welfare program requirements welfare benefit Reductions 24 CFR 5.618 Section 512 of the 1998 Act amending Section 12 of the 1937 Act.**

If the resident is still within the welfare hearing process, and no final decision has been rendered, the resident's rent should be reduced pending receipt of a final determination (much like how a temporary rent change is processed). If the resident ultimately is unsuccessful in their appeal through the welfare department (and similarly unsuccessful in a grievance hearing before the JHA), the resident's rent will be retroactively increased back to the previous rent and the resident will need to make immediate arrangements with the JHA to repay any overpaid assistance.

A reduction in rent will occur if the reduction in income results from:

- a. The expiration of a lifetime limit on benefits.
- b. The family has complied with welfare program requirements but is still unable to find a job.
- c. The family member has not complied with other welfare agency requirements (such as showing up to appointments, etc.)

**G. Calculation of Seasonal/School Board Employment**

To determine subsidy on School Board/Seasonal employees, the Jacksonville Housing Authority will annualize the participant's projected income and then conduct an interim reexamination when the participant's income changes. The PHA may annualize the family's income anticipated for a shorter period, subject to a re-determination at the end of the shorter period. All income will be annualized at 12 months, to allow interims during the 12 month period.

Example: Participant is currently employed with First Student Bus Co. earning \$9.50 hourly and works approximately 30 hours a week. When school begins, annualize the income at \$9.50 x 30 hours a week, then x 52 weeks. When school ends for the summer, the participant will have to report their current status of un/employment and current income. An interim reexamination will be processed on the current income, with a projected annualized calculation. When school begins the participant must report it, and then the employment will once again be annualized for the upcoming year on the current income.

**H. Inconsistent Income**

Inconsistent income includes, but not limited to, temporary employment. If a resident is employed through a temporary staffing agency, a twelve (12) month printout is required. When a printout is received from the employer for the prior twelve (12) months, the housing authority will use the amount received over the last twelve (12) months, if no

projection of anticipated income can be made. Inconsistent income shall be reduced only after a three (3) full months has elapsed without pay/work.

**I. Alimony and Child Support**

Regular alimony and child support payments received are counted as income. If the child support or alimony is not received on a regular basis, the housing authority must count the amount of child support in the divorce decree or separation agreement unless the housing authority verifies that the child support or alimony income is not provided. To calculate any other amount other than the amount in the award for child support, the housing authority must obtain documentation from the child support depository. The participant must produce documentation that the family has filed with the agency responsible for enforcing the payments. When a printout is received from the child support office for the prior twelve (12) months, the housing authority will use the amount received over the last twelve (12) months, if no projection of anticipated income can be made. If the resident provides a child support printout verifying that the child support payments have stopped within less than 3 (three) months, gradual interim reexaminations will be completed. The annual child support income shall be dropped from the rent calculation only after a three (3) full months have elapsed without payment, provided the resident brings in supporting documentation. If the support is not court ordered, an affidavit from the person paying the support is required indicating how much is being paid, to whom, naming each child and the amount paid monthly or weekly. If the participant claims the child support has stopped, then an affidavit is required. Child support income shall be reduced immediately upon receipt of an affidavit stating that the direct/non-court ordered child support has discontinued.

**J. Income from Assets**

Income from assets, such as interest, dividends, or any kind of net income from real or personal property, is to be verified and included with the annual income.

Most common assets:

- a. Savings account: requires the most current monthly statement/verification of balance and interest (if applicable)
- b. Checking accounts: requires a 6 month average of checking account balance and six (6) month average of interest, if applicable. Third party verification is preferred, but bank statements are acceptable.
- c. Whole Life Insurance: need proof of cash value of asset.
- d. Term Life Insurance: this is not an asset because there is no cash value.

\*This list is not all-inclusive. Please refer to 24 CFR 5.609

- K. Security Deposit:** New households must pay a security deposit at move-in. The security deposit for all households except in Brentwood is \$150.00. Brentwood PH households pay a \$200.00 security deposit and Brentwood Affordable households pay a \$300.00 (2br) and \$400.00 (3br). JHA allows families to sign a repayment agreement to pay the security deposit in increments. If paid in increments, the payments will be enforced through the lease. Failure to pay the incremental payments will result in violation of the lease.

- a. The pet security deposit for all residences is \$250.00. \$200.00 of the deposit is refundable less pet damage at move-out or when the pet is removed. \$50.00 is a one-time, non-refundable nominal fee.

## SECTION VIII – UNIT INSPECTIONS

1. **Unit Inspections:** Prior to the move-in of a new resident into a unit, a move-in inspection will be conducted. All occupied units will have at least one annual Housing Quality Standard (HQS) inspection. Procedures may be developed for additional inspections. The move-out inspections will be conducted when residents vacate their units.
2. **Annual Inspection:** The annual Uniform Physical Condition Standard (UPCS) inspection shall be conducted to ensure that the units are in compliance with the federal housing quality standards. Any conditions requiring repair will be written up for repair. Damages caused by resident neglect or abuse will be assessed to the resident using JHA's repair charge schedule.
3. **The Move-In Inspection:** Prior to the execution of the lease, the manager and new resident shall conduct a move-in inspection of the unit to be occupied by the resident. The main purpose of this inspection is to assure that all needed work in the unit has been done and all equipment is in place and working.  
 The move-in inspection report will be used to note the condition of each item on the inspection form, which includes:
  - a. Interior walls, floors, doors, light fixtures, ice trays, towel bars, smoke detector, fire extinguisher, etc.
  - b. Exterior shrubs, grass, mailbox, dumpster, play equipment, etc.
 After the inspection the manager and resident shall:
  - a. Discuss the condition of the physical unit.
  - b. Review rules and resident obligations that are applicable to the upkeep of the unit, e.g., hanging pictures, painting walls, and housekeeping standards.
  - c. Sign and date the inspection form.
  - d. Sign any work orders that may be needed.
4. **Move-out Inspections:** A move-out inspection shall be conducted when a resident vacates the unit. If the resident has given proper notice, the manager should schedule the inspection so the resident can accompany the manager during the inspection. Upon conducting the inspection, the manager and resident should also review the move-in inspection report, and any subsequent inspection reports, to compare them with the current condition of the unit. The manager will determine what constitutes normal wear and tear for the time the resident resided in the unit and what damage was caused by neglect or abuse. The resident will be properly notified of any changes made to their security deposit and other costs owed under the terms of the lease. If a resident vacates the premises without the inspection and it is determined that damage was caused to the physical structure of the unit, then the resident will be held responsible for any and all damages (civil and criminal). Notification will be sent to the State Attorney's Office with disposition pending.
5. **Site (Housekeeping) Inspections:** The community manager will perform no more than four site (housekeeping) inspections annually on each occupied unit, unless circumstances warrant additional inspections. These site inspections will keep the manager abreast of unit conditions and assist the manager in the intervention of poor housekeeping or other enforcement problems. The manager should do the first site inspection within 30-90 days of initial move in to determine if the resident is maintaining the unit properly. Mandatory housekeeping classes or

social service involvement will be required of the resident if the manager deems them necessary. Prior to performing inspections, maintenance improvements, repairs to units, or social service visits, a JHA employee will notify the resident at least two (2) days in advance. If an emergency is believed to exist, management shall have the right to enter the unit without prior notice. When conducting inspections, if it is found that the resident has caused damage to the unit, the resident shall be notified of the damage, the cost of repairs, and the method of payment.

## SECTION IX – OCCUPANCY POLICY

1. **Resident Responsibilities:** Residents of the public housing communities must abide by the rules and regulations as set forth in the Dwelling Lease agreement. Those residents who meet the following criteria will be eligible for continued occupancy.
  - A. Who qualify as a family or single person as defined in Section I.
  - B. Who are in full compliance with the resident obligations and responsibilities as listed in the Dwelling Lease agreement and all Lease Addendums.
  - C. The family composition conforms to the occupancy guidelines as established in Section V.
  - D. Each resident shall be required to live at the JHA Public Housing for at least one (1) year or will be subject to the security deposit forfeiture policy. So long as a 30 day notice is given, the reasons for contract termination will be voluntary withdrawal or program transfer, depending on the situation. Each resident shall be required, at least once a year, to have his or her income re-examined by the community manager.
  - E. Residents and their children must attend school in the county in which the subsidized unit is located and not have split school districts, unless legal custody documentation is provided. For example, the children attend school in Jacksonville part-time and also in Georgia part-time. Any exception to the rule will require manager approval.
2. **Resident Absence:** Public housing is a scarce resource and a valuable asset for those in need. JHA maximizes the benefit by ensuring that dwelling units are used as homes and not left vacant for long periods. If a unit is left vacant for a period of more than thirty (30) days, and the family has not notified the manager of their absence, the unit will be considered abandoned and the lease will be subject to termination after written notice from the manager. Additionally, no individual member can be absent from the unit for a period in excess of 90 consecutive calendar days in any given 12-month rolling period. Exceptions for good cause will include short-term hospitalization or rehabilitation with expectation to return to the unit within the 90-day limit, student away at college, military, children temporarily absent due to placement in foster care, etc., on a case-by-case basis.
3. **Community Service:**
  - A. The 1998 Act requires all non-exempt adult public housing residents to contribute eight (8) hours per month in community service or to participate in a self-sufficiency program. The community work is to be verifiable, non-paid, volunteer service to the community. A list of suggested activities may be obtained from the community staff or the Resident Services. The JHA requires that the non-exempt family members complete and submit a monthly report of their community service to the rental office no later than the 5th working day of each month.
  - B. Exempted from the community work requirements are all adults:
    1. Who are age 62 or older;
    2. Who are blind or disabled or are primary caretaker of such individual if requested by the adult resident with a disability as a reasonable accommodation for their disability;
    3. Who are employed or who are engaged in work activities as defined by the WAGES program or who are exempt from being engaged in work activity as defined by the WAGES program, one parent of a newborn infant (under 90 days of age), SSI recipient or applicant going through the process of approval for SSI

- or SS disability benefits; adult responsible for the care of a parent or child with a disability who needs 24 hour care CFR 24 Sub. Paragraph 960.601
- C. Is engaged in “work activity” for a weekly minimum of twenty (20) hours or full time student or job training status such as:
    - 1. Employment
    - 2. On the job training
    - 3. Vocational educational training (not to exceed twelve months with respect to any individual); education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalence or in a course of study leading to a certificate of general equivalence.
  - D. If a resident is currently (and before this requirement was imposed by Congress on public housing residents) participating in a community service program, they are exempt from monthly reporting, but not from fulfilling the community service requirement and documenting that they have fulfilled the requirement. It is recommended that the community service be verified now and again at the annual re-exam time to verify that the resident is continuing to perform the community service required.
  - E. The community work requirement will be incorporated into the lease. As part of the annual re-certification process, thirty (30) days prior to the renewal of the lease, JHA must determine if the resident has complied with the community work requirement. Renewal of the lease may be denied if a resident has not complied with the community work requirement. Due process under the standard grievance procedure is provided.
  - F. Administration of the Community Work Program:
    - 1. The agency will identify the residents required to participate in the Community Work program.
    - 2. The agency is responsible for giving the approved form to the resident at the time it is determined that a resident must complete the community service hours.
    - 3. It will be the resident’s responsibility to submit to the agency staff in writing a report of their community service performed using the required form.
    - 4. It will be the agency's responsibility to review the resident file for residents entering the annual re-certification process to determine that the resident has complied with the community work requirement. If the resident has not complied with the requirement, the agency must offer the tenant an opportunity to make up the hours over the following twelve (12) months. If the tenant accepts the offer, it must be placed in a written agreement and the family will not be evicted. If the family member does not agree to make up the hours, or fails to do so by the end of the make-up year, the agency may then refuse to renew the resident's lease.
    - 5. If the agency concluded that an individual has not complied with the community service requirement, either at the end of the initial year or the make-up year, the agency must notify the resident and offer the resident a right to file a grievance under the JHA grievance procedure.
4. **Parking:** In order to provide adequate parking for all residents and guests, JHA must limit each household to no more than two (2) vehicles per household in property parking areas. JHA may

consider exceptions in a case where there are more than two (2) adult members in the household. Temporary visitors' vehicles are excluded from this rule.

5. **Income and Household Composition Changes:** An interim will be done when there is an increase or decrease in income or household composition (addition or removal of household member). Rent calculations will be made in compliance with 24 CFR 960.253 (5/01) editions.

Changes in income and household composition are to be reported in writing within ten (10) business days by the resident to the community manager when:

- A. There are circumstances that have created a hardship situation for the resident that impact their ability to pay their rent.
  - B. There is an increase or decrease in the resident's household income (example: change in job status, increase or decrease in child support, child care expense, medical expense, etc.
6. **Social Security and Supplemental Security Income Increases:** Increases in household members' Social Security (SS) and/or Supplemental Security Income (SSI) benefits due to annual Cost of Living Allowance (COLA) adjustments will be included with all rent recalculations which are effective on or after January 1 of each calendar year. PIH Notice 2018—24(20).
7. **Processing Resident Income and Household Composition Changes:** Upon the resident notifying the manager of income or household composition changes, the manager must initiate action in a timely manner to adjust the resident's rent accordingly. To process the decrease or increase in income the manager must:
  - A. Require the resident to submit the proper documentation to substantiate the change.
  - B. Verify the information by contacting the appropriate resource (i.e., Employer, DCF, and Social Security Office). Use of the HUD's Tenant Assessment Sub-System (TASS) and Centralized EIV System are acceptable methods for verifying family income. Upfront verification is the highest level of verification methods. Use of additional third party verification to supplement EIV is listed below in priority order.
  - C. Written Third Party Verification: An original or authentic document generated by a third party source, may be in the possession of the applicant. The JHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.
  - D. Oral Third Party Verification: Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit. JHA staff should document in the tenant file the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed verified information. This verification method is commonly used in the event that the independent source does not respond to the JHA's faxed, mailed, or e-mailed request for information in a reasonable time frame, i.e. ten (10) business days.
  - E. Document Review: The JHA reviews original documents provided by the tenant in support of their declaration of income during the income reexamination. This verification method can only be used as the sole source of income verification when



third party verification cannot be obtained. When JHA resorts to reviewing tenant provided documents, the JHA must document in the tenant file why third party verification was not available.

- F. Acceptable Participant-Provided Documents: Housing program participants have an obligation to the JHA to provide any letter or other notice, including any letter or notice from HUD that provides information concerning the amount or verification of family income, per section 3(f) of the U.S. Housing Act of 1937, as amended. In support of the tenant's declaration of income, the JHA may review original (authentic) documents provided by the participant. All documents should be dated within the last sixty (60) days of the interview. The JHA should make a photocopy of the original document(s) and maintain the copy in the participant case file. The JHA should also document in the tenant file, the receipt, copy, and review of the original (authentic) document. Below is a summary of some acceptable participant-provided documents:
  - 1. Consecutive and original pay stubs
  - 2. Social Security Administration award letter
  - 3. Bank Statements
  - 4. Pension benefit statements
  - 5. Temporary Assistance to Needy Families (TANF) award letter
  - 6. Other official and authentic documents from a federal, state, or local agency
- G. Tenant Certification: The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other verification methods are not possible. When the JHA relies on tenant certification, the JHA must document in the tenant file why third party verification was not available.
- H. Document and property file the supporting verification in the resident's file.
- I. Process the income adjustment within ten (10) business days of receipt of the documented information.
  - 1. An increase in the resident's rent is to be made effective the first day of the second month following the day in which the change occurred, providing that all required documentation has been submitted by the resident. Increases in a resident's rent do not need to be processed if the gross monthly increase in income is less than \$20.00 per month. Increases in a resident's rent may occur at any time during the recertification year. A resident's rent will be recalculated as set forth in Section VII Part 4 and Section IX Part 3.
  - 2. In the case of rent increases due to misrepresentation, failure to report a change in household composition, or failure to report an increase in income the manager shall apply the increase in rent retroactively to the first day of the month following the day in which the misrepresentation or failure to report occurred.
  - 3. A decrease in the resident's rent is to be made effective the first day of the month following the day in which the change is reported, providing that all required documentation has been submitted by the resident.

The JHA will forward to the resident a "Notice of Rent Adjustment and Amendment to Lease" advising the resident of any rent change (increase or decrease) resulting from the re-examination. A copy of the notice shall also be placed in the resident's file.

If it is determined that the resident has made an overpayment toward his/her rent, adjustments will be made to compensate the resident as follows:

4. If the overpayment by the resident is equal to or less than two (2) months of rental payment, a credit will be made to the resident's account.
5. If the overpayment by the resident is equal or more than two (2) months of rental payment, a check will be issued to the resident from JHA's Accounting Office.
6. If there are outstanding debts due to the agency by the resident, money due to the resident will be applied to debts first.

When a resident notifies the manager of a change in their household composition, the manager shall make necessary adjustment in the rent by adding or subtracting the appropriate deductions (e.g., dependents, elderly, child care and medical.) No changes will be completed without the appropriate documentation submitted by the resident (e.g., birth certificate, marriage license, etc.)

In processing changes due to the birth or legal adoption of a child, the manager must:

7. Require the resident to submit the birth certificate (birth registration cards and hospital certificates are not acceptable) or legal adoption papers.
8. Recalculate the resident's allowable deductions to include the appropriate dependent allowance.
9. Adjust and process the new rent amount accordingly.

Changes due to marriage or the addition of a household member (not by birth) not previously included on the lease should be verified and processed as follows:

10. All new household members, except for newborns born to a member of the household, will be screened by the Applications Department according to the Applicant Screening Policies. If the new household member does not pass the screening criteria, that person will not be allowed to move in and will not be added to the lease.
11. Residents adding new household members under the age of 18 must submit legal custody papers, if it is not a blood relative (power of attorney is not acceptable) or documentation of relationship if it is a blood relative.

Changes due to the deletion of a household member will be appropriately documented. The name of the person removed will be deleted from the dwelling lease agreement. Documentation to verify the family decrease will include: divorce decree, death certificate, or notarized statement from resident.

J. Overincome Families in Public Housing FR-5976-N-07

Under the Housing Opportunity Through Modernization Act of 2016, HUD has mandated that Public Housing Authorities implement policy for overincome families residing in Public Housing. Under the regulation, any family in Public Housing whose income "has exceeded 120% of the Area Median Income (or a different limitation established by the

Secretary) for two (2) consecutive years must terminate the family's tenancy within six (6) months of the second income determination or charge the family a monthly rent equal to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit including amounts from the operating and capital fund, as determined by regulations."

JHA is required to notify the family after the family has been overincome for one (1) year of the potential change to monthly rent. Within six months of the 24<sup>th</sup> month after the month the family first became overincome, where the family has been overincome for the preceding 24 consecutive months, the family must begin to pay a unit rent equal to the standard stated in the preceding paragraph. If an overincome family declines to pay this rent amount, JHA is required to move to terminate the family's tenancy. Termination of tenancy shall be made in accordance with JHA policy, state, and federal regulation.

The 24-month count ceases if family income decreases below the overincome amount at any annual or interim reexamination during the 24 months. If the family income subsequently increases again to an amount exceeding the overincome amount, a new 24-month clock begins.

Under the regulation, HUD will provide the overincome threshold. Should HUD fail to provide the overincome amounts, JHA will calculate overincome thresholds using the methodology identified in the Federal Register referenced above (multiplying the current Very Low-Income Limit by 2.4).

K. Reporting to the Housing Authority :

The family must declare a member as permanently or temporarily absent in writing to the Housing Authority with the occurrence of the circumstance. The Housing Authority will advise the family at that time, what the options are and how it might affect the Total Tenant Payment and the bedroom size.

Any adult family member(s) requesting to be removed from the household must submit documentary evidence before she/he is removed from the household.

Evidence includes, but not limited to:

- a. A new driver's license with the new address
- b. A new lease with the new address
- c. College registration in another city or state
- d. Utility or other bills showing another address
- e. In extreme circumstances when this information is unattainable, we will accept a notarized letter from head of household.

The family should be counseled at briefings and re-examinations of the effect of the permanent/temporary absence policy on their income.

8. **Annual Re-examination:** The income and household composition of all resident families shall be re-examined at least once every twelve (12) months from date of move-in. This information will

be verified to determine changes needed in the resident rent or dwelling unit size. It will be the Agency's responsibility to review the resident file for residents in the Hope VI communities entering the annual re-certification process to determine that the resident has complied with the community work requirement. JHA is required to use "up-front" income verification (EIV) techniques during the required reexaminations of family income. Up-front income verification is defined as the verification of income through an independent source making use of income information databases, such as those maintained by the State Wage Information Collection Agencies (SWICAS), the Social Security Administration (SSA), and private Vendors before and during a family reexamination. The use of EIV techniques will expedite the income verification process, reduce errors during the reexaminations of family income, and promote integrity in the reporting of income. However, EIV is not to be used as a sole source of employment verification, but as a checking aid. All employment discovered on the EIV must be followed up by the PHA via employment confirmation (preferably 3rd party verification). At every annual reexamination, the ICN and/or certification page will be required to be printed and placed in the resident's file as proof that the EIV has been pulled and verified. (Please refer to the JHA EIV Policy.) The UIV EIV system provides a single source of income-related data to PHAs for use in verifying the income of tenants in the various rental assistance programs. Changes as a result of income changes will be processed according to Section IX Part 3, and will remain in effect until the next annual re-examination or until subsequent circumstances occur that warrant an interim rent and income review. The flat rent option must be explained to the resident and the opportunity of the choice of the flat rent given to the resident and documented in the file. The EIV project is sponsored by HUD's Office of Public and Indian Housing (PIH). When there is an increase or decrease in the family composition that changes the bedroom size of the unit needed by the resident, the resident will be notified in writing. The notification will state that the resident will be required to move to another unit of the appropriate bedroom size. The resident will be given a reasonable time in which to move.

9. **Internal Revenue Service:** Residents with child(ren) reported in the household, which claim the same residence as reported to HUD and which claim an I.R.S. filing status of Head of Household as a taxpayer and claim qualifying dependents should claim all the child (ren) residing in the household. Exceptions may be considered in cases wherein the divorce decree or other legal documentation gives the child tax credit to another adult as part of the child support agreement, etc. Any exceptions to this policy will require documentation and approval from upper management.

In general, a taxpayer's qualifying child will exhibit the listed criteria:

- Relationship – the taxpayer's child or stepchild (whether by blood or adoption), foster child, sibling or stepsibling, or a descendant of one of these.
  - Residence – has the same principal residence as the taxpayer for more than half the tax year. Exceptions apply, in certain cases, for children of divorced or separated parents.
  - Support – did not provide more than one-half of his/her own support for the year.
- If JHA discovers a discrepancy between income listed on the IRS tax return and that reported to JHA by the family, and the resulting debt exceeds an in-house debt repayment agreement amount of \$2,000, or is a second offense, JHA will send a termination notice to the client stating the reason for termination, and allow the client to file a grievance/hearing within 10 business days. If the client feels this debt is not accurate due to errors on the tax

return, the client may file an IRS amendment and submit proof thereof within 10 business days of the date of the termination notice letter. If the client does not file the amendment or file a grievance within 10 business days, JHA will proceed with termination and possibly State Attorney Office referral. If JHA receives a copy of the amended tax return showing that it has been received by the Jacksonville IRS office prior to the hearing, then the hearing will be cancelled pending the accepted or denied letter from the IRS. The client must provide JHA with the IRS letter (approved or denied) within 10 days of the date the letter was issued by the IRS.

- If JHA discovers a discrepancy between income listed on the IRS tax return and that reported to JHA by the family, and the debt does not exceed an in-house debt repayment agreement amount of \$2,000, and is a first-time offense, JHA will send an appointment letter to the client to come in and sign a repayment agreement. If the client feels this debt is not accurate due to errors on the tax return, the client may file an IRS amendment within 10 business days upon written notification in lieu of a repayment agreement. If the client does not sign a repayment agreement or file the amendment within the written time specified, JHA will proceed with the termination policy based upon non-payment of the debt.
- At management discretion, the time to file an IRS amendment may be extended to 15 business days in case the client runs into any issues while attempting to file the amendment. Thereafter, the JHA will proceed with the termination policy and the client may exercise their right to a grievance/hearing.

If the client decides to file an amendment, then the following outcomes apply:

- If the client chooses to amend the tax return at our local IRS agency and that documentation is stamped in by the IRS office as received on a specific date, JHA will temporarily accept this as sufficient documentation pending the final accepted or denied amended return notice issued by the IRS within 10 days of the date the letter was issued by the IRS. Upon review of this documentation and verifying that this documentation matches income and family composition reported to JHA, JHA will reverse the debt and/or termination. If a discrepancy still exists, JHA will continue with its investigation.
- If the client chooses to mail off the amended tax return, a copy of that amended tax return will temporarily suffice as “pending investigation” until the client receives some sort of documentation that the IRS has accepted or denied the client’s amendment. The IRS notice letter (approved or denied) must be received within 10 days of the date the letter was issued. An example of that documentation can be the IRS repayment agreement, but is not necessarily limited to that type of documentation. (Note: The IRS typically has a 30-90 day turnaround time.)
- If at any time JHA feels that the documentation has been tampered with, JHA may request further documentation within a timely manner and place the case in a “pending investigation” status. This option must be approved by upper management before taking further action.
- If the IRS denies the first amended return, the client will be allowed one more opportunity to file another amendment within 10 business days following the date of the denial letter from the IRS. If the client does not file a second amendment or the second amendment gets denied, JHA will send a new termination notice to the client and the debt will remain.
- If the IRS accepts the amended return, JHA will review the amended return.

- If JHA verifies that no discrepancies exist then JHA will reverse the debt and cancel the termination.
- If JHA determines that a discrepancy still exists on the amended return, JHA will proceed with the calculation of a fraud debt, termination, and/or possible State Attorney Office Referral.

**In all cases of alleged identity theft**, an IRS Identify Theft Affidavit Form 14039 that is stamped as received **by the IRS** is required for all IRS fraud claims. JHA also considers the case “open/under investigation” until the IRS has finalized the case and sent out an amended tax return(s).

- We are suggesting a police report be filed with a local, state, or federal law enforcement agency. Typically, our clients will go to our local police department. The JHA will, however accept documentation from other sources to substantiate the case of identity theft: State Attorney General, the FBI, the U.S. Secret Service, the Federal Trade Commission (FTC Identity Theft), or the U.S. Postal Inspection Service.

The client will need to contact the IRS Identity Protection Specialized Unit (IPSU) at 1-800-908-4490. The IPSU’s hours are 8:00 am to 8:00 pm.

- If the identity theft was on the EIV as **wages**, he or she should contact the employer directly in writing to dispute the employment and/or wage information and request that the employer correct erroneous information. The client must provide JHA with a copy of his or her letter to the employer disputing the wages. If employer resolution is not possible, the program participant should contact the local State Workforce Agency (SWA) for assistance. The case is still considered “open/under investigation” with the JHA until the SWA updates their information and provides us with proof.

To report fraud, the client will need to write a letter describing the allegations to:

Workforce Florida, Inc.  
ATTN: Executive Vice President of Operations  
1580 Waldo Palmer Lane, Suite 1  
Tallahassee, FL 32308  
850-921-1119 main; 850-921-1101 fax;  
<http://www.workforceflorida.com/ContactUs/ContactUs.php>

10. **Temporary Rent:** In the event that it is not possible to obtain all verifications necessary to complete a re-examination, including rent adjustment by the established re-examination date; temporary rent will be established based on the written certified information supplied by the resident’s family. The resident will be notified by a “Temporary Rent Notice”, that payment of rent, based on this unverified report of anticipated income, is to be made pending verification of appropriate rent. The notice will make clear to the resident that when the appropriate rent is established it will be effective from the established “re-examination date” and the resident will be charged for any balance due, or credited with any overpayment, resulting from payment of the temporary rent.

- 11. Action Required Following Re-examination:** Immediately following each resident's re-examination, the resident is to be informed in writing concerning:
- A. Any change to be made in the rent or size of dwelling occupied.
  - B. Any instances of misrepresentation or noncompliance with the terms of the lease revealed through re-examination and any corrective or punitive action which is to be taken. If the re-examination discloses that the resident, at the time of admission or any previous reexamination, made misrepresentations which resulted in he/she being classified as eligible, when in fact he/she was ineligible, the resident will be required to vacate even though he/she may currently be eligible.

Also, if at the time of re-examination it is found that the resident's misrepresentations have resulted in paying a lower rent that he/she should have paid, he/she will be required to pay the difference between the rent he/she has paid and what rent he/she should have paid. In justifiable cases, JHA may take such other actions as it deems advisable which include:

- A. Reporting the resident to the State Attorney's Office for back rent debts of approximately \$500.00;
- B. Termination of the resident's housing;
- C. Eviction;
- D. Entering into a repayment agreement with the resident;

One or more of these actions can be pursued at the same time depending on the situation. Before any action is taken, the resident will be given an opportunity to review the facts that have been gathered by JHA and allowed an opportunity to respond. The resident will also be given reasonable time to present documents on his/her own behalf. If the issue can be resolved to JHA's satisfaction, no further action will be taken. If for any reason JHA turns your debt over to a Collection Agency, the additional cost of the Collection Agency will be passed on to the resident. After 120 days, JHA sends unpaid debts or debts without current payment agreements to a collection agency. The resident will incur an additional cost of 40% of the entire or remaining debt.

**11. Interim Re-examination:**

- A. The Housing Agency is required by law to adjust the rent at any time the following circumstances occur per CFR 960.257(b). Residents can show a change in his/her circumstances, such as zero income, or a decline in income, which would justify a reduction in rent, under the prevailing methods of rent calculations or such other circumstances as would create a hardship situation. Changes in household composition, any decrease in household income, employment of member(s) of household. (in accordance with Section VII Part 4 and Section IX Part 3) An increase in gross monthly income of \$20.00 or more, or any other circumstances for management to determine whether the rent should be changed. The flat rent option must be explained to the resident and the opportunity of the choice of the flat rent given to the resident and documented in the file no more than once each year.
- B. The manager should initiate action to adjust the resident's rent when the resident family reports a verified unanticipated decrease in income. If the manager cannot confirm and verify the decrease before the end of the month the reduced rent may be put into effect on a temporary basis subject to verification. The resident will have ten (10) business days to provide proper documentation. Failure to do so will result in the temporary rent being cancelled. (See "Temporary Rents")
- C. Towards implementing the interim re-determination policy, JHA must:

- a. Take prompt action to increase or decrease resident's rent in accordance with documented increase or decrease in resident's income.
  - b. Forward to the resident a "Notice of Rent Adjustment and Amendment to Lease" advising the resident of any rent change (increase or decrease) resulting from the re-determination.
  - c. Obtain and properly file data supporting verification and confirmation of resident's income (increase or decrease).
  - d. Each family member age eighteen (18) years of age or older who reports having no income of any sort will be required to self-certify his or her zero-income status. The zero-income form must be notarized if it is not completed in front of JHA staff. Any family in which no household member reports having any income of any sort will be required to attend zero-income recertification appointments every ninety (90) days. All family members age eighteen (18) years of age or older must attend each zero-income appointment. Food Stamp benefits that are received by the family must be reported but do not affect zero-income status.
  - e. Increase in rent will be processed when there is a gross \$20.00 or more per month increase in income, except as identified in Section IX(6) of this document. Increase in rent will be effective the first day of the second month following the day in which the change occurred. Decreases in rent will be made effective the first day of the following month in which the change is reported.
- D. To initiate an interim rent re-examination due to income change (increase or decrease) , or other circumstances which would create a hardship situation, the resident is required:
- a. Within ten (10) business days of its occurrence to report the income change or other hardship circumstances to the manager with supporting documentation.
  - b. To report to management within ten (10) business days of its occurrence of an increase or decrease or termination of public assistance.
  - c. To report to management within ten (10) business days of its occurrence the return or restoration of income following an unanticipated reduction of income or hardship circumstances.
  - d. To provide to management, within reason, requested documentation to support the verification and certification by management of income reductions or increases.
- E. An interim rent re-examination will be waived for those residents who receive an increase in the monthly gross income of \$20 or less.

## 12. Additions to the Lease

Requests for the addition of a new member to the household must be approved by JHA, before the actual move-in of the proposed new member. Following receipt of a family's request for approval, JHA will conduct a pre-admission screening, including the criminal history report of the proposed new member to include juveniles if they have been charged with a felony. Only new members approved by JHA will be added to the household. Factors determining household additions:

### A. Household additions subject to screening:

- 1. A resident plans to marry;



2. The HUD definition of family includes the remaining member of a tenant family, which is a member of a resident family who remains in the unit when other members of the family have left the unit. Household member such as live-in aides, foster children and foster adults do not qualify as remaining members of a family. Additionally, the JHA cannot change the relationship code to make him/her eligible after the HOH has vacated the unit or is deceased.

The remaining family member may be permitted to become the head of household if the remaining member:

1. Is at least age 18 or older;
  2. Has resided in the unit as an authorized family member for a minimum of three (3) consecutive years;
  3. Has not had any unauthorized extended absences;
  4. Passes the eligibility screening for applicants;
  5. Accepts responsibility for any outstanding debt i.e., rent or outstanding charges (unless the balance occurred before the family member turned age 18).
3. If dependents are the only “remaining members of a tenant family”, and there is a family member or caretaker for the child to assume the responsibilities of the head of household, the family member or caretaker must pass the eligibility screening for applicants before approval.
- B. JHA will not approve adding an adult relative with child(ren) to the lease since this would affect the bedroom needs for the household according to JHA occupancy standards. JHA will encourage this relative to apply as a new applicant for placement on the waiting list.
  - C. Residents who fail to notify JHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease.
  - D. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify JHA of the move-out within ten (10) days of this occurrence. These individuals may not be readmitted to the unit if an additional bedroom will be needed. JHA will encourage this relative to apply as a new applicant for placement on the waiting list. Medical hardship or other extenuating circumstances will be considered by JHA in making exceptions under this paragraph.
  - E. Roomers or lodgers are not permitted to move into the unit. Former residents with a trespass warning would be considered an unauthorized guest.

### **13. Transfer to Other Programs:**

Applicants who choose to sign a lease with a JHA public housing community shall be required to live at the JHA public housing community for at least (1) year or will be subject to the security deposit forfeiture policy. These programs include but are not limited to the Housing Choice Voucher (Section 8), Project Based Assistance (PBA), and Moderate Rehabilitation (Mod-Rehab) programs. Due to tax credit requirements, residents of Lindsey Terrace and Brentwood Lake will not be able to switch programs unless they have resided in that community for twelve (12) months, regardless of how long they have been a public housing participant. To be eligible to

transfer to another JHA program current public housing residents must be deemed in good standing – this includes not being in violation of the lease or subject to termination and must not owe rent and/or other charges.

**14. Accessible units will be assigned in the following order:**

First, to current JHA Residents who have a disability who would benefit from the unit's accessible features but whose current unit does not have such features. If there is more than one current resident requiring the accessibility features of the available unit, the family with the earliest written request for a transfer will be selected for the unit. Second, to eligible and qualified households on any waiting list who have a disability which would benefit from the unit's accessibility features. An accessible unit will be offered first to households who qualify for a preference and who need the specific features of the available unit. Thereafter, an accessible unit will be offered to households who need the specific accessibility features, in order of application date. This selection will be made ahead of applicants on the waiting list who do not require the specific accessibility features of the available unit regardless of preferences and application date. Third, to other eligible and qualified households on the waiting list who do not require the specific accessible features of the available unit. In this case, the household must agree in writing to transfer to a non-accessible unit at the request of the Housing Authority.

**15. 504 Assessment Guidelines:**

As defined by Section 504, a "reasonable accommodation" is a relaxation or change in policy, procedure, or practice in order to accommodate a resident with a disability. A "reasonable modification" is work done to allow the resident to continue residing safely and comfortably in their apartment. Reasonable accommodations or modifications are acceptable as long as they do not cause undue administrative burden or cause fundamental changes in program structure. (The JHA must document one or the other if an accommodation or modification is declined.)

- A. If a resident asks to be considered for a modification to their unit or a transfer request due to a medical reason, they will be given the Report for Transfer/504 Modification for their medical service provider to fill out. The "medical service provider" can be a physician, nurse, physical therapist or any other medical professional who can certify as to the resident's medical need. When they return to their service worker with the completed report, the worker will fill out the 504 Assessment letter and the Accommodation Request letter.
- B. The 504 Assessment, the Accommodation Request letter, the Report for Transfer/504 Modification, and a copy of psychosocial assessment will be sent to the community manager, Vice-President, application supervisor, and technical services coordinator. The service worker will also keep a copy of the request. This procedure ensures no delays in processing the resident request.
- C. Requests of a non-medical nature are handled between the manager and resident. In the case of non-medical transfer, only the Request for Transfer form is provided to the resident.

**16. Termination of Lease:**

The resident may terminate the lease at any time for the purpose of moving out of JHA assisted housing provided the effective date of the termination is on the last day of the month. Written notification must be given to the Housing Manager not less than thirty (30) days and not more than sixty (60) days prior to termination. The lease may be terminated by JHA only for serious or repeated violations of material terms of the lease, such as failure to make payments due under

the lease or to fulfill resident obligations set forth in the lease, failure to comply with community service regulations, or for other good cause. Termination of the lease shall be as follows:

- A. Management shall give fourteen (14) days written notice of termination if said termination is caused by the resident's failure to pay rent and/or all other charges – after notice is provided to the resident.
- B. Management shall give seven (7) days written notice of termination if said termination is based upon:
  - a. Any criminal activity which threatens the health, safety, or peaceful enjoyment of the premises by other residents or employees of the public housing agency; or any violent or drug-related criminal activity on or off the public housing premises; or if any household member becomes subject to a registration requirement under any state or national sex offender and/or sex predator registration program; or knowingly harbor fugitives from the law.
- C. Management shall give ten (10) days written notice of termination in all other cases. This notice of termination shall be preceded by a seven (7) day notice to cure which is required by the Florida Law. In deciding whether to terminate the tenancy of a resident, JHA shall have the discretion to consider all of the circumstances of the case, including:
  - a. The occurrence of repeated circumstances;
  - b. The extent of participation by family members;
  - c. The effects the eviction would have on family members not involved in the illegal activity;
  - d. The seriousness of the offense would be taken in account. In exceptional cases, JHA may permit continued occupancy by remaining family members and may impose a condition that family members or persons on the lease who engaged in the illegal activity will not reside in, or return as a guest to the unit. As used herein, "exceptional cases" are those in which the family member or person on the lease who engaged in such illegal activity has been removed from the Jacksonville area and cannot return to the leased premises on a regular basis. In cases where JHA has information that drug or criminal activity may be occurring at a unit without the knowledge of the head of the household, JHA shall notify the head of the household, warning them of the observed activity, putting them on notice that further illegal activity could result in a future termination of tenancy, and offering the resident an opportunity to discuss ways of avoiding future illegal activities at the unit. This policy does not preclude JHA from issuing a seven (7) day notice in accordance with Section IX Part 2. This section does not apply in cases in which JHA has proof that such activity has occurred.
- D. An incident or incidents of actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking will not be considered as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the tenancy or occupancy rights of the victim of that violence.
- E. JHA may terminate the tenancy of a lawful occupant or tenant who engages in criminal acts of violence to family members or others without evicting victimized lawful occupants. See also Section XV.

**17. Mandatory Relocations:** Residents affected by mandatory relocation or displacement as identified in the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs (49 CFR Part 24), must comply with a ninety (90) day written notice

to vacate the premises or be subject to eviction per the Uniform Relocation Assistance & Real Property Acquisition Act.

**18. Family Break-up:**

When a family on the waiting list separates into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family separates into two otherwise eligible families while living in public housing, only one of the new families will continue to be assisted. The family may request a change of head of household unless JHA determines, in its sole discretion that the requested change is for the purpose of the family obtaining a benefit by circumventing a limitation or requirement of the housing program, federal statute, regulation or other JHA policy.

If a court determines the disposition of assisted unit between members of the applicant or resident family in a divorce or separation decree, JHA will abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, JHA will determine which family will retain their placement on the waiting list or continue in occupancy. As a rule, the applicant listed as head of household on the original application will retain the original application date and time. JHA may take into consideration the following factors:

1. The interest of any minor children, including custody arrangements;
2. The interest of any ill, elderly or disabled family members;
3. The interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation;
4. Any possible risks to family members as a result of domestic violence or criminal activity; and
5. The recommendation of social service professionals.

**19. Deceased Single-Member Households**

In the event the person who is the sole member of an assisted household becomes deceased, JHA will notify in writing the person(s) listed on the "Head of Household Personal Property Disposition" addendum of the annual lease and provide fourteen (14) consecutive days to remove personal belongings from the public housing unit. The fourteen (14) day period shall begin on the first day after the letter was mailed. Personal property remaining in the unit after the time has expired may be disposed of by the agency according to state law.

Section #12(A) & (B) above address deceased household members who were not the sole household occupant.

## SECTION X – GRIEVANCE PROCEDURES

1. **Right to a Hearing:** All disputes concerning the obligations of the resident or JHA shall be resolved in accordance with JHA grievance procedures.
2. **Definitions:** Complainant is defined as any resident whose rights, duties, welfare or status are or may be adversely affected by JHA action or failure to act, and who files a grievance or complaint with JHA with respect to such action or failure to act. Grievance or complaint is defined as any dispute with respect to JHA action or failure to act in accordance with lease requirements, or any JHA action or failure to act involving interpretation or application of the JHA's regulations, policies or procedures which affects the rights, duties, welfare or status of the complainant.
3. **Procedures Prior to a Hearing – Informal review**
  - A. A request for grievance must be submitted to the property office within ten (10) business days of the JHA action or failure to act which is the basis for the grievance. Your grievance request will trigger an informal resolution meeting with your manager. It may be simply requested.
  - B. Upon receipt of the grievance, the property manager will schedule an informal review with the resident within five (5) business days, in an attempt to resolve the matter. A written summary of the proposed resolution, dated and signed by the property manager or other appropriate official designated by him/her, shall be delivered or mailed to the resident within five (5) business days. A summary of the grievance shall be retained by the resident and by the community manager. The summary shall specify:
    1. The right of the resident to a hearing;
    2. That a hearing will be scheduled if the resident does not agree with the proposed resolution;
    3. The request for a hearing must be submitted in writing to the property office within five (5) business days of the date the summary is delivered or mailed; and
    4. The resident may use a form included with the summary to request the hearing.
  - C. If the resident is dissatisfied with the proposed resolution, or chooses not to engage in the informal review, an informal grievance hearing shall then be scheduled. The community manager will send the Vice-President this packet along with documentation of the steps taken to resolve the issue and rationale for the proposed action. The Vice- President will review the packet and manager comments and forward only the packet and relevant documentation to the Hearing Coordinator. The Hearing Coordinator will inform the Hearing Officer of the request for a hearing without revealing the name of the resident. The Hearing Coordinator shall arrange a date, time, and place reasonably convenient to the resident for the hearing and shall inform the complainant thereof in writing. While action on the hearing is pending, JHA may take no action on the original complaint whatsoever.
4. **The Hearing Officer:** The Hearing Officer researches and utilizes laws, regulations, policies, and precedent decisions to prepare for hearings. The Hearing Officer conducts hearings to obtain information and evidence relative to disposition of the appeal. He or she questions witnesses and analyzes evidence (including testimony), applicable laws, regulations, policy, and precedent decisions to determine appropriate conclusions. The Hearing Officer prepares the written decision in accordance with the CFR.

**5. The Hearing:**

- A. The complaint shall be entitled to a fair hearing before the Hearing Officer and may be represented by counsel or another person chosen as representative.
- B. Complainant may examine before the hearing and obtain copies of all documents, records, and regulations of JHA that are relevant to the hearing. All documents that will be used by management at the hearing shall be offered to the complainant. Any document not made available, after request by the complainant, may not be relied on by JHA or the community management at the hearing. The complainant may request and obtain a transcript of the hearing at his or her expense.
- C. If a complainant fails to appear at his/her hearing, the Hearing Officer may make a decision to postpone the hearing or render a decision based on the information presented in the packet. This shall not constitute a waiver of complainant's right to thereafter contest JHA's disposition of his/her grievance in appropriate judicial proceedings.
- D. At the hearing the complainant must present evidence to prove his/her case and then the burden of proof is on JHA to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his/her complaint and dispute JHA or the Community Management. Hearings conducted by the Hearing Officer shall be informal, and any oral or documentary evidence to the facts and issues raised by the complainant or JHA, may be received by the Hearing Officer without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

**6. Decision of the Hearing Officer (as provided in 24 CFR 966.57)**

- A. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and JHA. The Jacksonville Housing Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by JHA and made available for inspection by a prospective complainant, his representative, or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the PHA which shall take all actions or refrain from any actions, necessary to carry out the decision unless the JHA Board of Commissioners determines within a reasonable time and promptly notifies the complainant of its determination that:
  - 1. The grievance does not concern JHA's action or failure to act in accordance with or involving the complainant's lease on JHA regulations, which adversely affect the complainant's right, duties, welfare or status.
  - 2. 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 JHA. A decision by the Board of Commissioners in favor of JHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

The Jacksonville Housing Authority Board of Commissioners is not a part of the formal grievance procedure. Grievances brought before the board of commissioners will be for the purpose of promoting changes in the procedure itself.

1. If JHA decides to appeal the decision of the Hearing Officer for one of the above listed reasons, they will give the resident a seven (7) day notice of the time and location of appeal.
2. The written decision of the Hearing Officer shall be maintained on the file by JHA and made available for inspection to a complainant or his/her representative.

8. **Evictions:** With respect to evictions, the above provisions shall apply, but shall not diminish or affect the rights and duties of the parties under applicable Florida laws regarding termination of residencies. If a notice of termination is the subject of grievance hearing, such notice shall become effective seven (7) days after the termination of the grievance procedure. If the subject of the grievance is conducted for which a resident may be terminated but no termination notice has been given, JHA shall issue a notice of termination pursuant to state law after the grievance.

## **SECTION XI- SMOKE-FREE POLICY**

### **1. Smoke-Free Policy**

- A. JHA has adopted a “Smoke Free” Policy for its housing in accordance with the provisions of HUD’s PIH Notice 2012-25 (May 29, 2012) REVISED 2015. It has been well-established that smoking cessation has demonstrated health benefits, and that second-hand smoke represents a serious health risk to non-smokers.
- B. Smoking in dwelling units is strictly prohibited. JHA reserves the right, including but not limited to, termination of tenancy through eviction and/or the imposition of a reasonable charge for cleaning the unit where a violation has been found. SEE LEASE FOR RESIDENT AND MANAGEMENT RESPONSIBILITIES UNDER THIS PART.

### **2. Reasonable Accommodations for Medical Marijuana are prohibited**

- A. The Jacksonville Housing Authority must uphold federal laws, which prohibit all forms of marijuana use, including medical marijuana. HUD provided a reference to a copy of a Memo dated February 10, 2011, which addressed this issue. Federal Drug law states that marijuana is categorized as a Schedule I substance under the Controlled Substances Act (CSA). See 21 U.S.C. § 801 et seq. The manufacture, distribution, or possession of marijuana is a federal criminal offense, and it may not be legally prescribed by a physician for any reason. While State Law permits physicians to prescribe medical marijuana, federal law prohibits its use and therefore is prohibited in any public housing and any other federally assisted housing.



## SECTION XII: POSTING MATERIALS/NOTICES AND REGULATIONS

1. **Requirements for Posting of Materials/Notices and Regulations:** Scheduling of special charges for services, repairs, utilities, rules, and regulations that are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the housing community office, and shall be furnished to applicants and residents on request. Such scheduling, rules and regulations may be modified from time to time by the Housing Management Division provided that the division shall give at least thirty (30) days written notice and sixty (60) days with regard to utility allowances to each affected resident setting forth the proposed modification, the reasons therefore, and providing the resident an opportunity to present written comments which shall be taken into consideration by the Housing Management Division prior to the proposed modification becoming effective.

A copy of such notice shall be:

- A. Delivered directly or mailed to each resident; or
- B. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the community office, if any, or if none, a similar central business location within the community. The following statement shall be printed in 18 point type and placed on all public notice bulletin boards in offices and housing communities at or below 48" from floor level: "If you have a disability and do not have a copy of any policy, notice, or lease document or need help in understanding any policy, notice, or lease document, the manager will provide assistance."
- C. The president of the Residents Advisory Board (RAB) and the president of each Residents Association shall receive such notice by direct delivery or through the United States Postal System.

All notices and communications with applicants and residents must take into consideration accommodations for persons with disabilities including those with physical, visual, and hearing impairments.

## **SECTION XIII – REPAYMENT AGREEMENTS AND COLLECTION POLICY**

### **A. Repayment Agreement for Families with Debts (Other Than Fraud/Unreported Income)**

A Repayment Agreement, as used in this Plan, is a document entered into between the JHA and a person who owes a debt to the JHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement and the remedies available to the JHA upon default of the agreement.

- The maximum amount for which the JHA will enter into a repayment agreement with a family is \$2,000.00. Any exceptions must be approved by the Operations Compliance Manager or Vice President of Public Housing. Extraordinary circumstances shall be considered on a case-by-case basis.
- Calculation of the debt amount does not include imputed income, except for imputed TANF as per federal regulations, unless the exclusion of imputed income would result in an underpayment by JHA.
- The maximum length of time the JHA will enter into a repayment agreement with a family is 12 months.
- Excessive debts due to extenuating circumstances, such as fire or flood, may be granted an extended repayment agreement per the approval of the Vice-President of Housing Management.
- If tenancy is terminated, JHA may pursue collections through a collection agency on any defaulted repayment agreements, passing the collection fees on to the family.

#### **Late Payments:**

A payment will be considered to be in arrears if the:

- Payment has not been received by the close of the business day on which the payment was due
- Due date is on a weekend or holiday, the due date will be at the close of the next business day

#### **If the family's repayment agreement is in arrears the JHA will:**

- Require the family to pay the balance in full, or pursue civil collection of the balance due, passing the collection fees on to the family, and terminate the housing assistance.

#### **If the family has requested to move to another unit (also known as optional transfer):**

- If the family requests a move to another unit and has a repayment agreement in place, and the repayment agreement is not in arrears and payments have been paid on time as agreed, the family will be allowed to move.
- If the family requests a move to another unit and is in arrears on a repayment agreement or the monthly payment has not been paid on time as agreed, the family must pay the balance in full prior to moving.
- If the family transfers to another JHA program, any debt balance created at the time of move-out must be paid in full or an arrangement to pay this balance must be made by the site manager and the resident, within fifteen (15) days of receiving the move-out statement.

#### **Guidelines for Repayment Agreements:**

- Repayment Agreements will be executed between the JHA and the head of household only.

- Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship and the approval of the Vice-President of Housing Management or Director of Operations Compliance.

**Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:**

- The JHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full.

**B. Debts Due to Fraud/Non-Reporting of Income**

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in an erroneous reduction in tenant rent.

Families who owe money to the JHA due to the family's failure to report income accurately, family composition, assets, or deductions will be required to repay in accordance with the guidelines in this Repayment Section of this Chapter.

**Tenant Repayment Agreement:**

Tenants are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA must terminate the family's tenancy or assistance, or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs. (PIH 2010-19)

All repayment agreements must be in writing, dated, signed by both the tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount.

**Repayment Procedures for Program Fraud:**

Families who commit program fraud or untimely reporting of increases in income and assets, deductions, or family composition changes will be subject to the following procedures:

- The maximum amount for which the JHA will enter into a repayment agreement with a family shall be \$2,000.00.
- The maximum length of time the JHA will enter into a repayment agreement with a family is 12 months.
- Any exception to this policy must have approval from the Vice-President of Housing Management, Director of Operations Compliance, or any level higher.

- Calculation of the debt amount does not include imputed income, except for imputed TANF as per federal regulations, unless the exclusion of imputed income would result in an underpayment by JHA.
- If a family owes an amount that equals or exceeds \$2,000.00 as a result of program fraud, the case may be referred to the Inspector General and the household will be terminated from Public Housing.
- Where appropriate, in accordance with state law, the JHA will refer the case for criminal prosecution with the State Attorney's Office.
- If tenancy is terminated, JHA may pursue collections through a collection agency on any defaulted repayment agreements, passing the collection fees on to the family.

**Late Payments: A payment will be considered to be in arrears if the:**

- Payment has not been received by the close of the business day on which the payment was due
- Due date is on a weekend or holiday the due date will be at the close of the next business day

**If the family's repayment agreement is in arrears the JHA will:**

- Require the family to pay the balance in full, or pursue civil collection of the balance due, passing the collection fees on to the family, and terminate the housing assistance.

**If the family has requested to move to another unit (also known as optional transfer):**

- If the family requests a move to another unit and has a repayment agreement in place, and the repayment agreement is not in arrears and payments have been paid on time, the family will be allowed to move.
- If the family requests a move to another unit and is in arrears on a repayment agreement or the monthly payment has not been paid on time as agreed, the family must pay the balance in full prior to moving.

**Guidelines for Repayment Agreements:**

- Repayment Agreements will be executed between the JHA and the head of household only.
- Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship and the approval of the Vice-President of Housing Management or Director of Operations Compliance.

**Additional Monies Owed:**

**If the family has a Repayment Agreement in place and incurs an additional debt to the JHA:**

- The JHA will not enter into more than one Repayment Agreement at a time with the same family.
- Additional amounts owed by the family may be added to the existing repayment agreement, unless the additional amount is due to fraud or unreported income. In which case, the family must pay all other debts in full before entering into a new repayment agreement due to fraud or unreported income.
- If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full.

## SECTION XIV - TRESPASS POLICY

It is the policy of the Jacksonville Housing Authority ("JHA") that properties owned and operated by JHA are to be open and accessible only to residents of the complex and their invited guests. Persons not in compliance with this Trespass Policy are subject to being given a trespass warning by the Jacksonville Sheriff's Office, and are ultimately subject to arrest for failure to abide by the warning. JHA may also issue its own notice to exclude guests. This policy is applied differently to each of the specific classes of individuals: 1) uninvited guests and, 2) invited guests.

1. **Uninvited Guests:** Non-Residents who are present on JHA property must be invited guests of residents or the management. Non-residents can be asked which resident they are a guest of when present on JHA property. If they cannot inform the JSO or management who they are the guest of, they may be given a trespass warning. If they give the name of a resident who they are a guest of, the management or JSO shall attempt to reach the resident to verify the information. If they immediately receive information that the non-resident is not an invited guest, the non-resident may be given a trespass warning. (If they receive information that they are an invited guest, no trespass warning will be given unless the guest is in violation of the section labeled "Invited Guest"). If the resident is not immediately available, the management and/or JSO may assume the non-resident is not an invited guest, unless the guest can produce evidence that they have legitimate access to the unit, such as key, evidence that they are babysitting, evidence that they are a visiting relative/friend who is residing in the unit for less than 14 days, etc. If the guest cannot produce the required information, they may be given a trespass warning. If a resident believes an invited guest of theirs has been erroneously given a trespass warning, they may meet with the manager and request removal of the trespass warning under the Modification and Appeal Procedure, below. In such a case, the resident may be required to sign a statement acknowledging that the person was an invited guest.
2. **Invited Guests:** JHA residents are entitled by law to the accommodation of their invited guests. Under current law, residents are also responsible for the actions of their invited guests, and may be evicted for certain behaviors of invited guests as set forth in the JHA lease. The right of JHA residents to have invited guests is, however, limited by the following which will allow certain invited guests to be issued trespass warnings. Invited guests of residents may be issued trespass warnings – and ultimately arrested if they violate the warning in the following instances: If the guest has one or more felony convictions on JHA property during the previous five (5) year period; or If the guest has one or more convictions for drug-related criminal activity on JHA property during the previous five (5) year period; or if the guest has two or more misdemeanor convictions on JHA property, where the convictions were first or second degree misdemeanors which involved crimes of physical violence to persons or property, or criminal acts which adversely affected the health, safety or welfare of other persons during the previous five (5) year period. If a visitor to the premises has received a trespass notice from local law enforcement or a JHA notice to exclude guests, and is admitted to a resident's unit, that resident will receive a written warning that if the trespassed visitor is admitted to the resident's unit again during the following twelve (12) months tenancy, the resident's lease will be subject to termination without further warning and without being given an opportunity to cure the noncompliance.

To the extent that JHA management is able to determine that the individual given a trespass warning is a family member of a JHA resident, or an invited guest of a specific JHA resident, management will attempt to notify the resident of the trespass warning given to the individual.

**Modification and Appeal Procedure:** If a resident has good cause for the need to modify or remove the trespass warning, the resident may request such modification from the site manager and if refused, the Housing Management Administrator. If granted in whole or part, JHA staff must immediately inform the JSO officers of the change so that it will be corrected in the JSO files. Examples of “good cause” might be: the need of the guest to provide temporary care to a sick or elderly resident; placing the resident in jeopardy of violating an existing court order; person given a trespass warning is acknowledge in writing to have been an invited guest, etc.

## SECTION XV - DOMESTIC VIOLENCE POLICY

The Jacksonville Housing Authority is committed to ensuring that residents are safe in public housing communities. It is the intent of JHA to assist families who are victims of domestic violence to maintain their safety while residing in public housing. Violence Against Women Act (VAWA) protections do not apply to guests or unreported members of the household.

Any resident who believes that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking is strongly encouraged to report any incidents of such violence or stalking to his or her respective management office, and submit a confidential form describing such violence. In accordance with the Violence Against Women Act, JHA will not mail such forms in order to protect the privacy of the victim.

Pursuant to the Violence Against Women Act, which is applicable to JHA housing, JHA agrees that the following policies will guide its actions.

The JHA will not deny admission to a person, or terminate benefits to a participant, based solely upon a person's status as a victim of domestic violence, dating violence, sexual assault, or stalking. Debts incurred in relation to incidents of domestic violence will not be used as disqualifiers for applicants of Public Housing or HUD assisted housing. Examples of such debts include, but are not limited to, damages to the unit caused by the abuser, or from a victim of domestic violence owing money to a former landlord, after having to flee the unit.

Victims of domestic violence, dating violence, sexual assault, or stalking are entitled to an exemption from the "one strike" criminal eviction rule in that an incident of actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking does not qualify as a "serious or repeated lease violation", or a "good cause" for terminating the housing rights of the victim and non-offending family members.

Additionally, JHA may bifurcate the lease and terminate the rights of the perpetrator, while allowing the victim and non-offending family members to remain in the unit. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, JHA must allow the tenant who is or has been a victim and other household members to remain in the unit for at least 90 calendar days from the date of bifurcation of the lease in order to establish eligibility, or until expiration of the lease, in order to find alternative housing.

In removing the abuser or perpetrator from the household, JHA must follow Federal, State, and local eviction procedures. In order to divide a lease, JHA will need documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

JHA will also continue to consider a victim of domestic violence, dating violence, sexual assault, or stalking as a basis for seeking a transfer to another public housing community.

JHA will comply with VAWA by providing notice (Notice of Occupancy Rights under the Violence Against Women Act; Form HUD-5380) to tenants advising them that: Criminal activity directly relating to a victim of domestic violence, dating violence, sexual assault, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that victim of domestic violence, dating violence, sexual assault, or stalking; an incident or incidents of actual or threatened victim of domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of this lease by the victim or threatened victim of that violence and shall not be good cause for terminating the

assistance, tenancy, or occupancy rights of the victim of such violence; and that a new confidentiality rules govern the disclosure of information under the law.

If a resident states that he/she is a victim of domestic violence, dating violence, sexual assault, or stalking, or if JHA has cause to believe that an incident in question may have been domestic violence, JHA may request in writing that the individual certify via the Certification of Domestic Violence, Dating Violence, or Stalking Form that the incident or incidents are bona fide incidents which meet the requirements for VAWA protections. JHA staff may confer VAWA benefits without requiring the filling out of the Certification of Domestic Violence, Dating Violence, or Stalking Form.

JHA will also honor court orders that address the rights of, access to, or control of the property.

### **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

Information provided is to be used by JHA and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

The Violence Against Women and Justice Department Reauthorization Act of 2013 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, sexual assault, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

Use of Form Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation; Form HUD-5382: A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within fourteen (14) business days of receiving the written request for this certification by the JHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the JHA, manager or owner, none of the protections afforded to a victim of domestic violence, dating violence, sexual assault, or stalking (collectively “domestic violence”) under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

1. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such include police reports, protective orders, and restraining orders, among others.
2. A statement which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, ~~or~~ sexual assault, or stalking are grounds for protection.
3. Any other statement or evidence that JHA has agreed to accept.



All information provided to JHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

## SECTION XVI - TRUANCY AND CURFEW POLICY

It is the policy of the Jacksonville Housing Authority (JHA) that minor children who are members of a household in public housing should be in school during school hours and should abide by the applicable curfew laws. It has been the experience of JHA that children who do not abide by attendance policies and curfew laws are often involved in delinquency and crime, throughout the city and in JHA communities. JHA is concerned about the welfare of all of its residents and recognizes education as the most important step in alleviating poverty and dependence on subsidized services. We further recognize that truancy and curfew violators are often involved in delinquency, loitering and criminal activity. These actions are detrimental to our resident's peaceful enjoyment of their accommodations, and are not conducive to maintaining the complex in a decent, safe, and sanitary condition. Repeated violations will be met with counseling, police action and/or termination of lease. Therefore, this Truancy and Curfew Policy is hereby adopted and made a part of every public housing lease.

### 1. **Truancy**

The following shall be considered events of truancy:

- A. On school days, a minor child who is a member of the resident's household is picked up by police officers between the hours of 9:00 am and 2:00 pm, on the grounds of the housing complex and the police officers determine that such minor child has no valid reason for absence from school.
- B. A resident is referred to the Attendance Intervention Team or the State Attorney as a result of failure to attend school as required under the School District Attendance Policy.

If the housing manager is advised that either of the two above events have occurred, the resident will be issued a truancy notice, and warned that if, during the next twelve(12) months, the minor child who is the subject of the warning is picked up by police officers between the hours of 9:00 a.m. and 2:00 p.m. on the grounds of the housing complex and the police officer determines such minor child has no valid reason for absence from school, the resident's lease will be cancelled without another warning notice being given.

### 2. **Curfew**

If a minor child who is a member of the resident's household is picked up by the police in violation of the local curfew ordinance on the premises of the housing complex, the resident shall be issued a curfew notice and warned that a subsequent violation of the curfew ordinance during the following twelve (12) months will be considered grounds for termination of the resident's lease. Should a subsequent curfew violation occur on the premises during the following twelve (12) months, the resident's lease will be cancelled without another warning being given.

**Jacksonville, Florida Curfew under 18 years old**  
**11 p.m. – 5 a.m., Sunday thru Thursday**  
**12 a.m., midnight – 6 a.m., Friday thru Saturday**

## Section XVII – Fair Housing and Nondiscrimination Policy

### FAIR HOUSING AND NONDISCRIMINATION POLICY

**The Jacksonville Housing Authority and its employees are committed to following the letter and spirit of the law by respecting the diversity and differences of our customers, and by providing equal service to all, without regard to race, color, religion, sex, disability, familial status, national origin, age, sexual orientation, gender identity, political beliefs, veteran status, or any other characteristic protected by law.**

#### **I. Discrimination**

**A.** No person shall, on the basis of a person's actual or perceived identity with regard to race, color, religion, gender, age, marital or familial status, disability, sexual orientation, gender identity, political beliefs, national or ethnic origin, veteran status, or any other characteristics protected by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any housing program or activity or in any housing conditions or practices conducted by the Jacksonville Housing Authority.

**B.** The Jacksonville Housing Authority shall admit housing participants to JHA properties, without regard to a participant's actual or perceived identity with regard to race, color, religion, gender, age, marital or familial status, disability, sexual orientation, gender identity, political beliefs, national or ethnic origin, veteran status, or any other characteristic protected by law.

No qualified individual with a disability will be excluded, solely on the basis of disability, from participation in or the benefits of a program or activity administered by the Jacksonville Housing Authority. JHA will provide reasonable accommodations when appropriate.

Employees, clients, agents, vendors, and other non-employees who conduct business with the Jacksonville Housing Authority are strictly prohibited from engaging in discrimination or harassment prohibited by this policy.

#### **II. Sexual Harassment or Other Forms of Harassment Prohibited**

**A.** The Jacksonville Housing Authority forbids sexual harassment, or any other form of illegal harassment, of any employee, resident, volunteer or visitor. The Jacksonville Housing Authority will not tolerate sexual harassment, or any other form of illegal harassment, by any of its employees, participants, volunteers, vendors, or agents.

**B.** Harassment can include abusive, threatening, or discourteous written, verbal, or physical behavior based upon sex, race, religion, disability, age, national origin, sexual orientation, gender identity, or any other characteristic protected by law.

Examples of the kinds of conduct that constitute sexual or other harassment in violation of this policy include the following:

- Demands for sexual favors
- Use of one's position or power to request sexual favors
- Jokes or teasing that are based upon sex, race, religion, disability, or other characteristic
- Repeated flirtations, advances, or propositions
- Graphic or degrading comments
- The display of sexually suggestive or offensive objects or pictures
- Unwanted physical contact

#### **III. Reasonable Accommodations**

The Jacksonville Housing Authority will make reasonable accommodations for individuals with disabilities (as defined by law) when necessary and appropriate to provide equal access to amenities, services, and programs. A reasonable accommodation may include an adjustment to rules or practices, or a reasonable modification to living space or common areas. Accommodations that impose an undue financial or administrative burden on the Jacksonville Housing Authority are not reasonable and will not be provided.

Applicants, residents, or other individuals requesting accommodations should contact the Property Manager or program Vice President.

#### VI. **Procedures**

**If you have any questions or concerns regarding this Policy, you should contact the Human Resources Director at (904) 630-3868.**

If you believe this Policy has been violated, you are encouraged to promptly notify JHA's Human Resources Director at (904) 630-3868 or [bbrown@jaxha.org](mailto:bbrown@jaxha.org). Your concerns will be kept confidential to the extent possible, promptly investigated, and addressed as appropriate.

#### V. **Retaliation Prohibited**

The Jacksonville Housing Authority strictly prohibits any act of retaliation against an individual who, in good faith, files a complaint or reports a concern alleging a violation of this policy or against an individual who participates in an investigation of a violation of this policy.

Any concerns regarding retaliation should be reported immediately to the Property Manager, program Vice President, or Human Resources Director, as outlined above.

## **Section XIX: Section 18 Disposition of Public Housing: 102 Chelsea Street Property**

On March 22, 2018, HUD issued Notice PIH 2018-4. Section 3)3.c. of the Notice discusses the ability of the PHA to dispose of a portion of its public housing pursuant to Section 18 of the Housing Act of 1937 in order to perform Comprehensive Rehabilitation of its housing. The Section states the following:

*“3. **Best Interests and Consistency: 24 CFR 970.17(c).** A PHA certifies it has determined the disposition to be appropriate for reasons that are in the best interests of the residents and the PHA, consistent with the goals of the PHA and the PHA Plan and are otherwise consistent with the 1937 Act. In making such a certification, a PHA considers the tremendous need for public housing units nationwide, the purpose and mandate of the 1937 Act, the mission and obligations of the PHA to maintain and operate projects as decent and safe housing in accordance with its ACC, and other tools available to the PHA to preserve and reposition its public housing stock. SAC applications are reviewed on a case-by-case basis. Below are examples of what HUD generally approves under this section:*

***d. Improved Efficiency/Effectiveness Through On-Site Development of Low-income Housing: 24 CFR 970.17(c).** The requirements of Section 3A(2) of this notice apply, except the replacement low-income housing units are located on-site. The replacement low-income housing units may be newly constructed or the same public housing units after modernization (rehabilitation).*

The subject property, 102-108 Chelsea Street, consists of four 2-bedroom Public Housing units constructed in 1985. The property is a freestanding quadraplex, and is the only building on the parcel. The property is part of a scattered-site development, AMP FL001000027. All four units are currently occupied. The property is adjacent to a large, vacant parcel of land which will be developed as new construction multifamily housing under a Low-Income Housing Tax Credit award by Florida Housing Finance Corporation. The owner of the adjacent parcel will be Lofts at Brooklyn, Ltd., The new construction property will have 133 units, of which 80 will be LIHTC units. The Lofts at Brooklyn, Ltd. will acquire 102-108 Chelsea Street and demolish the property to construct part of their new construction LIHTC project on the land. The property will be sold by JHA for fair market value (\$180,000) as determined by a third-party appraiser. Prior to the sale of the property, the four households will be relocated to other public housing units in JHA's portfolio.

JHA will enter into an Agreement to Enter Into Housing Assistance Payments Contract (AHAP) with the Lofts at Brooklyn, Ltd., to administer four Project Based Vouchers at the newly- constructed LIHTC project. Upon completion of the new construction LIHTC project and HQS inspection, JHA will enter into a Project Based Voucher HAP Contract to provide Section 8 assistance for four 2-bedroom units within the new development. This will allow the four relocated households to return to an assisted unit at the site in the newly-constructed building, at their election.

JHA will apply for four replacement Tenant Protection Vouchers as part of this Section 18 disposition. If four Tenant Protection Vouchers are not awarded, JHA will project-base Housing Choice Vouchers to place four Project Based Vouchers at the newly constructed property owned by Lofts at Brooklyn, Ltd. JHA will administer the Project Based Voucher HAP contract.

This initiative is in the best interests of the PHA because the current property is inefficient to manage since it is part of a large, scattered-site. Additionally, it is becoming functionally obsolete and is in need of capital repairs. The four units will be more efficiently and effectively operated as new construction housing, more energy efficient, and offer a better unit configuration.

This initiative is in the best interests of the residents because they have the right to return to a newly constructed unit with project-based assistance upon completion of the new property.

**C1. (c) Project Based Vouchers –**

JHA anticipates awarding Project Based Vouchers to the four public housing units at 102—108 Chelsea Street that are being disposed under of under Section 18 of the U.S. Housing Act of 1937.

**Section XVIII – Public Records Law**

**Standard Practice**  
**Jacksonville Housing Authority**

**Number 108**  
**Effective: May 14, 2018**  
**Page 1 of 2**

SUBJECT: PUBLIC RECORDS LAW

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This standard practice implements Policy Statement #007, entitled “Public Records Law” dated August 14, 1995.

**Procedures:**

1. The Manager of Executive Affairs shall receive all public records requests.
2. A copy of this Standard Practice may be given to anyone who is on the premises and has requested the right to review records that are readily available and may be sent to anyone making a written request.
3. Requests may be either oral or in writing.
4. There are over 600 exceptions and exemptions to the Public Records Law. Most deal with special and unique activities and records not involving the Authority. Call Human Resources if in doubt about the validity of any request.
5. Requests must be specific concerning the files or documents a person wants to review. The Public Records Law does not authorize anyone to wander on the premises opening files at random. It also does not confer subpoena powers on anyone. Demands that documents be copied and delivered or sent to someone are improper.
6. Valid requests should be replied to as follows:

A conference room will be set aside for the individual or his designee where all the public records regarding the subject of the request may be examined. Copies will be made of those items that are specified. A custodian will be on hand to assist in location the files to be reproduced and to make copies. Original files should be monitored and copied by the department in which they belong.

**STANDARD PRACTICE – PUBLIC RECORDS LAW****PAGE 2 OF 2**

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Office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Charges are as follows:

- Custodian's time: \$15.50
- Per paper copy: \$0.15 Letter \$0.20 Legal double sided \$0.25
- Oversize large plans, drawings or prints: actual cost of duplication, as defined in section 119.07 (1) (a) of the Florida Statutes.
- Certified copies: \$1.00
- Copies of Video: Standard thumb drive is 2 GB at a cost of \$4.00 each. Any requested video that is larger than 2 GB will be a special purchase and will be quoted at the time of request.
- Current Postage rate is applied

7. This policy does not preclude the distribution of courtesy copies at no charge to resident, employee representatives, or vendors.

This policy does not govern the pricing or distribution of bid plans and specifications





# IF YOU NEED AN INTERPRETER

Please **point to your language**, we will call an Interpreter.

<b>Spanish</b> — Español .....	Por favor, señale su idioma. Nosotros llamaremos a un interprete.
<b>Amharic</b> — አማርኛ .....	“እባክዎ ቋንቋዎን ጠቁመው ያሳዩ። አንድ አስተርጓሚ እንጠራልዎታልን።”
<b>Arabic</b> — العربية .....	رجاء، أشر إلى لغتك. سندعوا لك مترجما.
<b>Bosnian</b> — Bosanski .....	Molim vas pokazite na vas govorni jezik. Mi ćemo pozvati prevodioca.
<b>Burmese</b> — မြန်မာစာ .....	ကျေးဇူးပြု၍ ခင်ဗျားရဲ့စကားကိုပြောပြပါ ခင်ဗျားကိုစကားပြန်ခေါ်ပေးမယ်။
<b>Cambodian</b> — ខ្មែរ .....	សូមចង្អុលទៅភាសារបស់អ្នក ។ យើងនឹងទូរស័ព្ទទៅអ្នកបកប្រែអ្នក ។
<b>Cantonese</b> — 廣東話 .....	請指示您所講的語言。我們會找翻譯。
<b>Creole</b> — Creole .....	Tanpri fè nou konnen ki lang ou pale. Konsa nou va rele ou yon entèprèt.
<b>Farsi</b> — فارسی .....	لطفا به زبانی که حرف میزنید اشاره کنید. ما یک مترجم صدا میگیریم.
<b>French</b> — Français .....	S'il vous plaît, montrez nous la langue que vous parlez. Nous vous appellerons un interprète.
<b>Hindi</b> — हिन्दी .....	कृपया अपनी भाषा की ओर इशारा कीजिये। हम एक अनुवादक को बुलायेंगे।
<b>Hmong</b> — Hmoob .....	Thov taw rau koj yam lus. Peb mam li hu rau ib tus neeg pes lus.
<b>Japanese</b> — 日本語 .....	あなたの国の言葉を指してください。通訳者におつなぎします。
<b>Karen</b> — ကညီကလုာ် .....	ဝံသးစူးဒူးနီၣ်ဘၣ်နကတိၤကျိၣ်တက့ၢ်,ပကတိၤန့ၢ်နပုၤကတိၤကျိၣ်ထံတၢ်လီၤ
<b>Korean</b> — 한국어 .....	당신의 모국어(母國語)를 가리켜 주십시오. 통역관(通譯官)을 연결시켜 드리겠습니다.
<b>Lao</b> — ລາວ .....	ກະລຸນາຊີ້ແຈງພາສາຂອງທ່ານ. ພວກເຮົາຈະໂທຫາລ່າມແປພາສາ.
<b>Mandarin</b> — 國語 .....	请指出您所讲的语言，我们会找翻译。
<b>Portuguese</b> — Português .....	Por favor, aponte seu idioma. Nós chamaremos um intérprete.
<b>Romanian</b> — Română .....	Vă rugăm, indicați limba dumneavoastră. Vă vom chema un interpret.
<b>Somali</b> — Af-Soomaali .....	Fadlan noo tilmaan afkaaga. Waxaan kuugu yeeri turjubaan.
<b>Russian</b> — Русский .....	Пожалуйста, укажите на ваш язык и мы позовём вам переводчика.
<b>Swahili</b> — Kiswahili .....	Tafadhali onyesha lugha yako. Tutamuita mtafsiri.
<b>Thai</b> — ภาษาไทย .....	กรุณาเลือกภาษาที่คุณต้องการ เราจะติดต่อล่ามให้คุณ
<b>Urdu</b> — وِردا .....	برائے مہربانی اپنی زبان کی طرف اشارہ کریں، ہم ایک ترجمان کو بلا لیں گے۔
<b>Vietnamese</b> — Tiếng Việt Nam .....	Xin hãy chỉ vào ngôn ngữ của quý vị. Chúng tôi sẽ gọi người thông ngôn.

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