

## CHAPTER 4 - LEASING OF DWELLING UNITS, TRANSFERS AND TERMINATIONS

### 4-1 DWELLING LEASE REQUIREMENTS

A Dwelling Lease will be entered into between HACK and each resident household. The Dwelling Lease is to be kept current at all times and is to reflect the rent being charged and the conditions governing occupancy.

#### 4-1(A) THE LEASE

**According to Federal requirements, housing agency leases must:**

1. Be written documents.
2. Identify parties by name.
3. Identify the premises (unit).
4. State the term of the lease and provisions for renewal, if any.
5. List the names of all members of the household and dates of birth.
6. **State payments due under the lease.**
  - a. Specify the amount fixed as rent.
  - b. Specify the amount of payment due as a penalty for late rent payments.
  - c. Specify amount collected as security deposit and conditions for refund of such deposit.
7. Specify a schedule of charges for resident-caused damages. Provide information regarding the annual redetermination of rent and state the frequency of reexaminations. Note that it is the responsibility of the resident to furnish information on family composition and all family income as may be necessary to determine rent, eligibility and the appropriateness of the unit size based on the number of occupants and household needs.
8. Provide for the resident's right to use and occupy their unit, to accommodate guests or visitors (who may include foster children or members of the resident's family) for a maximum of 14 days per calendar year.

#### 4-1(B) HACK OBLIGATIONS UNDER THE LEASE ARE TO:

1. Maintain the premises and development in a decent, safe, and sanitary condition.

2. Comply with applicable building codes, housing codes, and HUD regulations affecting health and safety.
3. Make necessary repairs to premises.
4. Keep development buildings, facilities and common areas safe and clean.
5. Maintain in a good and safe working order and condition all mechanical requirements such as plumbing, etc.
6. Provide and maintain appropriate receptacles and facilities for the deposit of all refuse.
7. Supply running water, hot water, and heat (at appropriate times of the year) except in units that are in the exclusive control of the tenant and supplied by a direct utility connection.

**4-1 (C) THE RESIDENT'S OBLIGATIONS UNDER THE LEASE ARE TO:**

1. Not assign the lease or sublease the premises.
2. Not accommodate boarders or lodgers.
3. To use the premises solely as a private dwelling for the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
4. Abide by necessary and reasonable rules and regulations established by HACK which shall be posted in the development office and incorporated by reference in the lease.
5. To comply with all obligations imposed upon residents by applicable local building and housing codes materially affecting health and safety.
6. To keep the premises and other areas, assigned to the resident for his exclusive use, in a clean and safe condition.
7. Dispose of all refuse and waste in a sanitary and safe manner.
8. Use only in a reasonable manner all mechanical devices such as appliances, plumbing, etc.
9. Refrain from and assure that household members and guests refrain from destroying, defacing, damaging or removing any part of the premises or complex.
10. Pay reasonable charges for the repair of damages to the premises, complex buildings, facilities, and common areas (other than normal wear and tear) caused by residents or guests.
11. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner that will not disturb the neighbors.

12. Refrain from illegal or other activities that would impair the physical and social environment of the complex.

#### **4-1(D) OTHER LEASE REQUIREMENTS ADDRESS THE FOLLOWING:**

1. In the event the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants, the resident must immediately notify management.
2. Initial occupancy and annual inspections.
3. Entry of the premises during residency.
4. Notice procedures.
5. Termination of the lease.
6. Grievance procedure.
7. Modifications to the lease.
8. The signature clause.
9. The posting of policies, rules and regulations.

#### **4-1(E) HUD PROHIBITS CERTAIN ITEMS AS PROVISIONS OF THE LEASE:**

1. Confession of judgment. Prior consent of resident for a judgment in favor of the landlord.
2. Distraint for rent or other charges. Agreement of residents that landlord can take property as a pledge of payment.
3. Exculpatory clauses. Resident agrees not to hold landlord liable for acts of omission.
4. Waiver of legal notice by resident prior to actions for evictions or money judgments.
5. Waiver of legal proceeding.
6. Waiver of jury trial.

## **4-2 LEASING OF DWELLING UNITS PROCEDURE**

1. A lease agreement shall be signed by the all adult members of the household accepted as residents and by the Housing Manager or other authorized representative of HACK, prior to actual admission.
2. If a tenant transfers within or between the development(s) a new lease will be executed for the dwelling into which the family moves.
3. **If, at any time during the life of the lease agreement, a change in the tenant's status results in the need for changing or amending any provisions of the lease, either:**
  - a. A new lease agreement will be executed, or;
  - b. A notice of rent adjustment will be executed, or;
  - c. An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the resident and by the Housing Manager or other authorized representative of HACK.
4. Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit, unless there is a birth to a family member, or other addition authorized by authorized HACK staff, in writing.
  - a. Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, tenant selection, and screening requirements). Medical hardship or other extenuating circumstances shall be considered in making determinations under this paragraph.
  - b. Overnight guests may be permitted in a dwelling unit, provided they are reported to the Housing Manager within forty-eight hours of their arrival or prior thereto. Visits not exceeding fourteen (14) days may be authorized by the Housing Manager. Visits of more than fourteen (14) days, per calendar year, shall not be authorized. Visitors remaining beyond this period shall be considered trespassers and the resident shall be guilty of a breach of the lease. Repeated lengthy visits by the same guest will be considered an attempt to subvert the lease.

- c. Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any household occupying a dwelling unit.
- d. Tenants will not be given permission to allow a former tenant of HACK who has been evicted to occupy the unit for any period of time.
- e. Caretakers are to be included on the certification form.

### **4-3 LEASE EXECUTION**

#### **4-3(A) THE MANAGER WILL EXPLAIN THE FOLLOWING PROVISIONS OF THE LEASE TO THE RESIDENT:**

1. The resident's new address, the effective date of the lease and the amount of rent due each month.
2. The date the rent is due, the penalty for late payment and the rent collection policy.
3. The policy on security deposits.
4. Actions taken in case of fraud.
5. The policies on dwelling unit occupancy.
6. The policy on damages and repairs, and the procedures for requesting maintenance and repairs.
7. HACK 's commitment to the provision of safe, decent and sanitary housing conditions, and the right of the resident to put rent in escrow if he/she feels that his/her unit is unsafe and/or unsanitary, and he/she has notified management in writing, in advance, of an intention to escrow rent.
8. The policy on periodically inspecting dwelling units to determine their condition.
9. The policy on legal notices and eviction procedures.

10. The resident's responsibility for timely rent payment, care of the dwelling unit and grounds, control of the dwelling unit and grounds, control of children and other rules.
11. The grievance procedure and the resident's right to use it.
12. The policy on changes in family income, accessibility status or composition.
13. The resident's liability for attorney fees and court costs.

**4-3(B)** After explaining these provisions, the manager will answer any questions raised by the resident. Then, he/she will witness the lease by writing the date in the appropriate line, sign the lease and write in his/her title (only authorized officials may sign contracts), and give the resident a copy of any other pertinent written material not included in the lease.

**4-3(C) ADDITIONAL INFORMATION TO FOLLOW WHEN EXECUTING THE LEASE:**

1. The family head and all adult members of each family accepted as a resident are required to execute the dwelling lease prior to actual admission. A copy is to be given to the lessees, and the original is to be filed in the permanent record folder established for the family.
2. If, through any cause, a signer of the dwelling lease ceases to be a member of the resident family, the lease is to be canceled, and a new dwelling lease executed and signed by the family member qualifying as head of the household, provided the family is eligible for continued occupancy.

**4-4 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

**4-4 (A) INCOME**

**ANNUAL INCOME MEANS ALL AMOUNTS, MONETARY OR NOT, THAT:**

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

**4-4(B)** After admission, If it is not feasible to anticipate a level of income over a 12- month period (e.g. seasonal or cyclic income), or HACK believes that past income is the best available indicator of expected future income, HACK may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

**4-4(C) ANNUAL INCOME INCLUDES, BUT IS NOT LIMITED TO:**

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$50,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or

death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

## **6. WELFARE ASSISTANCE**

- a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

### **b. IMPUTED WELFARE INCOME**

1. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to HACK by the welfare agency) plus the total amount of other annual income.
2. At the request of HACK, the welfare agency will inform HACK in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform HACK of any subsequent changes in the term or amount of such specified welfare benefit reduction. HACK will use this information to

determine the amount of imputed welfare income for a family.

3. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to HACK by the welfare agency).
4. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
5. HACK will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
6. If a resident is not satisfied that HACK has calculated the amount of imputed welfare income in accordance with HUD requirements, and if HACK denies the family's request to modify such amount, then HACK shall give the resident written notice of such denial, with a brief explanation of the basis for HACK's determination of the amount of imputed welfare income. HACK's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
7. **RELATIONS WITH WELFARE AGENCIES**
  - a. HACK will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare

agency determines a specified welfare benefits reduction for a family member, and gives HACK written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

- b. HACK is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, HACK is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- c. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. HACK shall rely on the welfare agency notice to HACK of the welfare agency's determination of a specified welfare benefits reduction.

7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

#### **4-4 (D) ANNUAL INCOME DOES NOT INCLUDE THE FOLLOWING:**

1. Income from employment of minor children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Any distributions of a trust's principal, regardless of the form of the trust. Distributions of income on the trust's principal used to pay the costs of health and medical care expenses for a minor are also excluded;
9. The amounts received from the following programs:
  - a. Amounts received under training programs funded by HUD;
  - b. Grants or scholarships received from the federal government; a state, tribal, or local government; a private foundation registered as a nonprofit; a business entity; or an institution of higher education;
  - c. 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);
  - d. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - e. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident

initiatives coordination, and serving as a member of HACK governing board. No resident may receive more than one such stipend during the same period of time;

- f. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- g. Temporary, nonrecurring or sporadic income (including gifts). This is income that was received in the previous year that will not be repeated based on verifiable information provided by the family;
- h. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- i. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- j. Adoption assistance payments in excess of \$480 per adopted child;
- k. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  1. **Comparable Federal, State or local law means a program providing employment training and supportive services that:**
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.

2. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  3. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- I. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
1. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  2. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  3. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.
  4. During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

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

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

- 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 a disability and is living at home to offset the cost of services and equipment needed to keep the disabled family member at home;
- p. Payments related to aid and attendance for veterans under 38 U.S.C. 1521; or
- q. **Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:**
  - 1. The value of the allotment of food stamps
  - 2. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - 3. Payments received under the Alaska Native Claims Settlement Act
  - 4. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  - 5. Payments made under HHS's Low-Income Energy Assistance Program
  - 6. Payments received under the Job Training Partnership Act
  - 7. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - 8. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - 9. Amount of scholarships awarded under Title IV including Work Study
  - 10. Payments received under the Older Americans Act of 1965
  - 11. Payments from Agent Orange Settlement

12. Payments received under the Maine Indian Claims Act
13. The value of child care under the Child Care and Development Block Grant Act of 1990
14. Earned income tax credit refund payments
15. Payments for living expenses under the Americorps Program
16. Additional income exclusions provided by and funded by HACK

HACK will not provide exclusions from income in addition to those already provided for by HUD.

#### **4-4 (E) DEDUCTIONS FROM ANNUAL INCOME**

##### **THE FOLLOWING DEDUCTIONS WILL BE MADE FROM ANNUAL INCOME:**

1. \$480 for each dependent;
2. \$525 for any elderly family or disabled family;
3. Health and medical expenses that are in excess of 10% of the annual income and do not exceed the combined earned income of the adult family members who were able to work. These expenses include:
  - Unreimbursed health and medical care expenses for elderly or disabled families; or
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family, including the person with disability, to be employed.
4. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income. If the family is no longer employed or furthering education, but still needs the child care expenses deduction in order to pay their rent, they may request a hardship. If the hardship is granted, it will extend the child care expense deduction for 90 days.

#### **4-4(F) RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

1. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt

by the resident.

2. HACK shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
3. **After the reconciliation is complete, HACK shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, HACK shall do one of the following:**
  - a. Immediately collect the back rent due to the agency;
  - b. Establish a repayment plan for the resident to pay the sum due to the agency;
  - c. Terminate the lease and evict for failure to report income; or
  - d. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency

#### **4-4 (G) OVER INCOME POLICIES**

A family is determined to be over income when their reported income exceeds 120% of the Area Median Income as set by HUD. This determination can be made when calculating income during an annual re-examination or during an interim re-examination. When a family is determined to be over income for the program the following will occur:

1. The family must report their income to the Housing Manager on an annual basis for the next twenty four month grace period.
2. During this twenty four month grace period the family will receive the following three notices.
  - a. The initial determination of Over Income status will be provided within thirty days of the initial determination.
  - b. A re-determination of Over Income status will be provided after the conclusion of the first twelve months of the grace period. This notice will be issued within thirty days of the annual re-examination.
  - c. Another re-determination of Over Income status will be provided at the conclusion of the twenty four month grace period. This notice will be issued within thirty days of the annual re-examination.
3. If the family falls below the Over Income limit at any time during the twenty four month grace period they will resume their participation in the Low-Income Public Housing Program and they will return to a normal re-examination cycle. If the family becomes Over Income again, they would

- be entitled to a new twenty four month grace period.
4. If the family has continued to be Over Income for the duration of the twenty four month grace period, the third notice will include notification of termination of tenancy. The family will then have six (6) months to vacate the unit in accordance with all local and state landlord tenant laws.
    - a. During the six (6) month period that the tenant has to vacate the unit, they will continue to be a public housing program participant and will continue to pay their public housing rent.
    - b. During this six (6) month period the tenant may request an interim re-examination if they have a reduction of income. This re-examination can reduce the rent burden, but cannot allow the family to remain in the public housing program beyond the six (6) month time frame.

#### **4-4 (H) COOPERATING WITH WELFARE AGENCIES**

**HACK will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:**

1. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
2. To provide written verification to HACK concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

#### **4-5 TRANSFERS OF RESIDENTS**

Transfers to correct occupancy standards violations and alleviate medical problems or disability accommodations will be given preference over new admissions. Transfers to address emergency situations or perform major maintenance functions shall take precedence over new admissions. **For information regarding emergency transfers for victims of domestic violence, dating violence, sexual assault, or stalking please reference the Emergency Transfer Plan in appendix XI.**

**4-5(A)** Transfer of a family from one HUD assisted housing unit to another operated by HACK, when such family is eligible for continued occupancy in the dwelling to which it is transferred shall not be subject to the preference or other selection criteria contained in this policy. A resident may be required to transfer to another unit when a dwelling has become unsuitable as determined by HACK because of the following reasons:

- a. Occupancy standards

- b. Medical or employment considerations
- c. Requirements for extensive dwelling repairs or rehabilitation

**4-5(B)** The resident shall be required to move to a dwelling of appropriate size. Such transfer shall be determined by the number of bedrooms required and shall be accomplished as soon as an appropriate size unit becomes available. Required transfers will take precedence over a waiting list of eligible applicants. Residents will not be charged rent on both units if transfer is completed within two calendar days of notification of unit availability.

**4-5(C) BEFORE A TRANSFER CAN BE COMPLETED, THE FOLLOWING CONDITIONS MUST BE MET:**

1. A home unit inspection must be completed by the Manager. The resident should have a zero balance. All repairs of resident-caused damage should be made, and the unit left in re-rentable condition. The deposit will be applied to rent, then resident caused damages. Any remaining deposit will be refunded to the resident.
2. Once the resident has been accepted, any error of leftover resident charges must be debited to the transferred resident's records. The new Manager is responsible for collecting a new deposit from the resident.
3. HACK may request a new, increased deposit upon a voluntary or involuntary transfer, if necessary.

**4-5(D) TENANT TRANSFER CRITERIA**

1. **Procedure for Resident Transfers - (Non-Medical):**
  - a. Over or under housed residents may be recommended for transfer at the time of re-examination or interim re-determination.
  - b. Residents will be informed that a transfer shall be required and is pending.
  - c. Managers will record transfer requirements on individual forms in duplicate for each transfer, and (submit a copy of the form to the Central Applications Office for processing.)
2. **Procedure for Resident Transfers - (Medical):**
  - a. When a Qualified Health Care Provider (QHCP) informs a resident of the need for an accessible accommodation, the resident will inform the Manager/Service Coordinator. The resident will complete and

sign a Release of Information for the Manager/Service Coordinator to mail to the QHCP for information indicating the need for an accommodation.

- b. The Manager/Service Coordinator will notify the Section 504 Coordinator (if necessary) and include a copy of the resident's request and a copy of the letter from the resident's QHCP.
- c. The Service Coordinator/Section 504 Coordinator will communicate with the QHCP for any clarification of the disabling condition and the accommodation needs of the resident.
- d. **A QHCP must certify the need for a different dwelling unit based on one or more of the following criteria:**
  - i. The resident has a need for a live-in care attendant who is required to stay overnight; or
  - ii. The resident has a need for special medical equipment which cannot be accommodated in the presently assigned unit; or
  - iii. The resident has a diagnosed mental condition which requires a different dwelling unit as certified by a QHCP; and
  - iv. An assessment that the requested accommodation indicated is related to the resident's disability and,
  - v. The requested accommodation would provide the resident with an equal opportunity to enjoy the housing programs, or that the resident's disability restricts them from meeting program requirements (i.e., recertification appointments).

- e. Medical requests must be returned within 15 working days of mailing to the QHCP. If requests are not received within 15 days, the Manager/Service Coordinator will resubmit the request form.
- f. If there is no response after the second submittal, within 15 days, HACK will take no further action to consider the resident transfer and the transfer will automatically be denied.
- g. If the transfer is denied, the resident will be allowed to submit a new request for transfer
- h. Medical request forms returned within the allotted time frame will be processed as follows:**
  - i. Additional communication with the health care provider will be made by the Service Coordinator/504 Coordinator for any further clarification regarding the disabling condition and the accommodation needs of the resident.
  - ii. HACK will investigate the accommodation request alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation in determining if the accommodation requested is a reasonable accommodation. An assessment of the accommodation request will be made for referral to the Deputy Director of Housing Management for authorization.
  - iii. If any number of potential accommodations will satisfy the reasonable accommodation needs of the person with disabilities (and are equally effective), HACK will select the accommodation which is most convenient and cost effective.
  - iv. The Deputy Director of Housing Management Department will inform the Housing Manager of the decision.
  - v. If a transfer is indicated the Housing Manager and the resident will determine the appropriate transfer date.

### **3. PROCEDURE FOR DENIAL OF TRANSFER (MEDICAL)**

**If a request for accommodation is denied, HACK will inform the resident in writing (or other appropriate accessible form of communication) of the denial and the reason for the denial. Reasons for denial may include:**

- a. The individual requesting accommodation does not meet the definition of an individual with disabilities.
- b. The requested accommodation is not reasonable.
- c. There is no correlation between the requested accommodation and the individual's disability (e.g. a wheelchair ramp requested by an individual who has a mental disability with no physical impairment.)
- d. The requested accommodation will create an undue financial and/or administrative burden for HACK.
- e. The requested accommodation will change the fundamental nature of the program.
- f. The requested accommodation would violate a State or Federal statute or regulation.
- g. Families will not be transferred during periods when eviction proceedings have been initiated against them unless circumstances warrant.

#### **4. DISCONTINUATION OF A REASONABLE ACCOMMODATION**

HACK will not unilaterally change or discontinue a particular method of providing a reasonable accommodation without giving notice. Notice of the change or discontinuation of an accommodation will be given to the resident with the disability (s), including the resident's right to appeal the decision to change or discontinue the accommodation.

QHCP is defined as A Trained and licensed to provide diagnosis and /or treatment of medical and/or mental disorders, to include Medical Physician, Psychiatrist, Physician's Assistant.

\* If the Resident resides at the Plaza Towers development, the Service Coordinator will coordinate the requests for transfer.

#### **4-5(E) PROCEDURE FOR RESIDENT TRANSFERS - (Accessible Units):**

1. HACK will first offer handicapped-accessible units anywhere in its jurisdiction to disabled tenants who are currently occupying non-accessible units and who require the accessibility features of the accessible units. Residents desiring a handicap accessible unit to

accommodate the needs of a family member may contact the manager of the development in which they reside. If there are no appropriate units available, the manager will check the availability of handicap units within HACK jurisdiction with the Applications Office. The next available unit will be offered to the resident requiring the unit.

2. HACK will next offer handicapped-accessible units to eligible qualified applicants with disabilities on the waiting list who require the features of the accessible units.
3. If there are no disabled tenants or eligible qualified applicants with disabilities requiring the accessibility features of a vacant accessible unit, the HACK may offer the accessible unit to an eligible qualified applicant who does not require the accessibility features of the unit. However, the HACK will require the applicant to agree, and will incorporate this agreement into the tenant lease, to move to the next available, non- accessible unit of a suitable size.

The list of handicapped units will be maintained at the Central Applications Office. A list of residents who require a transfer, or who need a handicapped unit and who are willing to relocate to another HACK development will also be maintained at the Central Applications Office. Units of the appropriate size will be offered to current residents, including those requiring a handicap accessible unit prior to being offered to an applicant. A family may decline an offer of an accessible unit in another HACK development if relocation would create a hardship for the family. They will remain at the top of the transfer list for the next available appropriate unit in the development in which they reside.

#### **4-6 FRAUD AND PROGRAM INTEGRITY POLICY**

HACK is committed to the prevention, detection, and elimination of Low Income Public Housing (LIPH) Program abuse and fraud. Accordingly, the following policies and procedures will be observed in the administration of the LIPH Program by HACK staff.

##### **4-6 (A) HANDLING OF INQUIRIES:**

1. Under no circumstances will an inquiry or investigation of an assisted family be undertaken arbitrarily. HACK's expectation is that assisted families will comply with HUD requirements and program rules, and that Housing Management staff will make every effort (formally and informally) to orient and to educate all assisted families in order to avoid unintentional

violations. However, HACK has a responsibility to HUD, the community and to eligible families in need of housing assistance, to monitor program participants for compliance and, when indicators of possible abuse come to the attention of staff, to investigate such claims.

#### **4-6 (B) INITIATION OF INVESTIGATION:**

1. Housing Management staff will initiate an investigation of a program participant only in the event of one or more of the following circumstances. All allegations of fraud or program abuse to HACK will be referred to the Investigations Division for follow-up investigation.
  - a. Referrals, Complaints or Tips:

HACK staff will follow-up on referrals from other agencies, companies, or persons which are received by mail, by telephone, or in person, which allege that an assisted family is in non-compliance with, or otherwise violating program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable.
  - b. Internal File Review:

A follow-up will be made if HACK staff discovers (as a function of a certification, an interim re-evaluation, or a quality control review), information or facts which conflict with previous file data, the Housing Management staff member's knowledge of the family, or is inconsistent with statements made by the family.
  - c. Verification or Documentation:

A follow-up will be made if HACK receives independent verification or documentation which conflicts with representations in the tenant file (such as, public record information or credit bureau reports).

#### **4-6 (C) PREVENTION OF LIPH PROGRAM ABUSE AND FRAUD**

**The management staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and assisted families. The Policy objective is to emphasize education as the primary means to obtain compliance by program participants. The following actions will be taken by HACK staff:**

**1. Distribution of Things You Should Know:**

This program integrity bulletin (created by HUDs Inspector General) will be furnished and explained to all applicants and participants to promote understanding of program rules and to clarify HACKs expectations for cooperation and compliance.

**2. Participant Counseling:**

Housing Managers will routinely offer tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

**3. Review and Explanation of Certification and Other Supplemental Forms:**

Staff will explain all required forms and review the contents of all recertification documents prior to signature.

**4. Use of Instructive Signs and Warnings:**

Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

**4-6 (D) ACTIONS TO DETECT PROGRAM ABUSE AND FRAUD**

The Housing Management staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families and landlords.

**1. Quality Control File Reviews:**

**Prior to initial certification and at the completion of all subsequent recertification, each tenant file will be reviewed. Such reviews shall include but are not limited to:**

- a. Changes in reported Social Security numbers or dates of birth.
- b. Document authenticity.
- c. Ratio between reported income and expenditures.
- d. Review of signatures.

**2. Observation:**

Housing Management staff will maintain a high awareness of circumstances which may indicate program abuse or fraud; such as, when a family's lifestyle drastically exceeds its reported income or resources.

**3. State Wage Data Record Keepers:**

Inquiries to the State of California, Franchise Tax Board, or other appropriate State agencies, under Public Law 100-628, and the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits of program participants and applicants.

**4. Credit Bureau Inquiries:**

Credit Bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

- a. When an allegation is received by Management Staff wherein unreported income sources are disclosed.
- b. When a tenant's expenditures drastically exceed his/her reported income, and no possible explanation is given.

#### **4-6 (E) HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The Housing Management staff will encourage program participants to report suspected abuse to HACK. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints, and tips will be carefully evaluated in order to determine if they warrant follow-up. HACK will not follow-up on allegations which are vague or otherwise non-specific. HACK will investigate only allegations which contain one or more independently verifiable facts.

**1. File Review:**

**A file review will be conducted to determine:**

- a. If the subject of the allegation is a program participant.
- b. If the allegation contains information not previously known to the Housing Manager.

- c. If HACK is the most appropriate authority to do a follow-up (more so than police or social services).
- d. Does the participant=s past behavior lend credibility to the allegation?
- e. Are there any other corroborating complaints?

## **2. Conclusion of Preliminary Review:**

If, at the conclusion of the preliminary file review, there are fact(s) contained in the allegation which conflict with the file data, and the fact(s) are independently verifiable, HACK may undertake an investigation to determine if the allegation is true or false.

### **4-6 (F) INVESTIGATION OF ALLEGATIONS OF ABUSE AND FRAUD**

When HACK has determined that an allegation or referral warrants follow-up, the staff person designated by the Executive Director to monitor program compliance may conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, Housing Management will secure the written authorization from the program participant for the release of information.

#### **1. Credit Bureau Inquiries (CBI):**

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is a financial activity which conflicts with the reported income of the family.

##### **a. Verification of Credit:**

In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

#### **2. Employers and Ex-Employers:**

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

#### **3. Neighbors/Witnesses:**

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to HACKs review.

**4. Other Agencies:**

Investigators, case workers, or representatives of other benefit agencies may be contacted.

**5. Public Records:**

If relevant, HACK may review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, postal records and or any other legally accessible records.

**6. Head of Household or Family Members:**

HACK may discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at a HACK Office. A high standard of courtesy and professionalism will be maintained by HACK staff who conduct such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

**4-6(G) PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE HOUSING MANAGEMENT DEPARTMENT**

Documents and other evidence obtained by HACK during the course of an investigation will be considered work product= kept in a separate work file. The work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among Management staff or with individuals outside of the Housing Management Department. Cases will be treated as confidential information. The assigned Investigator will determine need to know and right to know in discussing cases with other staff.

**4-6 (H) CONCLUSION OF THE INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

**1. Evaluation of the Investigation Findings:**

**Investigation findings will be evaluated to determine the following factors:**

- a. The type of violation. (Procedural, non-compliance, fraud)
- b. Whether the violation was intentional or unintentional.
- c. What amount of money (if any) is owed to HACK?
- d. Is the family eligible for continued participation?

#### **4-6 (I) ACTIONS AND PROCEDURES FOR CURING DOCUMENTED VIOLATIONS**

**Once a program violation has been documented, the violation type will determine the action taken by HACK. Violations shall be classified in the following way:**

##### **1. Procedural Non-Compliance:**

This category applies when the participant fails to observe a procedure or requirement of the LIPH Program but does not misrepresent a material fact. Examples are non-cooperation issues such as:

- a. Failure to appear at rescheduled appointment(s):

A participant or applicant who fails to appear for two scheduled appointments and does not contact the office to notify staff of the inability to appear or to reschedule will be deemed in procedural non-compliance.

- b. Failure to return verifications in the time period specified by Housing Management staff.

##### **2. Notice to the Family:**

**In such cases, a notice will be sent to the family which contains the following:**

- a. A description of the non-compliance and the procedure, policy, or obligation which was violated.
- b. The date by which the violation must be corrected or the procedure complied with.

- c. The action which will be taken by HACK if the procedure or obligation is not complied with by the date specified.
- d. The consequences of repeated (similar) violations.

### 3. **Procedural Non-Compliance - Overpaid Housing Assistance:**

**When the tenant owes money to HACK for failure to report changes in income and/or assets, the Housing Manager will issue a *Notice of Redetermination*. The *Notice of Redetermination* will contain the following:**

- a. An explanation of changes
- b. The effective date of the changes
- c. The new amount of rent owed to HACK
- d. Any additional special instructions to the tenant.

#### **i. Tenant Fails to Comply with HACK Notice:**

If tenant fails to comply with HACK, and a lease obligation has been violated, the Housing Manager will initiate eviction procedures in the manner prescribed by HACK policy and State law.

#### **ii. Tenant Complies with HACK Notice:**

When a tenant complies with the HACK Notice, the Housing Manager will meet with him/her to discuss and to explain the obligation or procedure which was violated, and the consequences of future violations. The Housing Manager will then complete a Tenant Counseling Report, give one copy to the family, and retain a copy in the tenant file.

### 4. **Intentional Misrepresentations:**

When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in less rent being paid, or if a tenant is no longer eligible for housing, HACK must establish, **(1)** that the tenant had knowledge that his/her actions were wrong, and **(2)** that the tenant willfully violated the law.

#### **a. The tenant had knowledge that his/her actions were wrong:**

This can be demonstrated by showing that the tenant was made aware of program requirements and prohibitions. The tenants signature on various certifications, briefing certificates, Personal Declaration, and things You should Know are adequate to establish knowledge of wrong-doing.

**b. The tenant willfully violated the law:**

**Any of the following circumstances is adequate to demonstrate willful intent:**

- (i) an admission by the tenant of misrepresentation.
- (ii) that the act was done repeatedly.
- (iii) If a false name or Social Security Number were used.
- (iv) If there were admissions to others of the illegal action or omission.
- (v) That the tenant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- (vi) That the tenant falsified, forged, or altered documents.

#### **4-6 (J)TENANT CONFERENCES**

When the investigation has established that material misrepresentation(s) have occurred, a Tenant Conference will be scheduled with the family representative, the Housing Manager, and HACK staff who are the most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the Housing Manager. The purpose of the conference is to review the information and evidence obtained during the investigation with the tenant, and to provide the tenant an opportunity to explain any documented findings which conflict with representations in the tenant file. Any documents or evidence presented by the tenant will be considered by the Housing Management staff. The tenant will be given ten **(10) calendar days** to furnish any mitigating circumstances.

**A secondary purpose of the Tenant Conference is to assist the Housing Manager in determining the course of action most appropriate for the case. Prior to the final determination for the proposed action, the following will be considered:**

1. The duration of the violation and number of false statements.
2. The tenants ability to understand the rules.
3. The tenants willingness to cooperate and to accept responsibility for his/her actions.
4. The amount of money involved.
5. The tenants history.
6. Whether or not criminal intent has been established.

#### **4-6 (K) DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS**

**In all cases of misrepresentations involving efforts to recover monies owed, the Investigations Division and Housing Administrator may elect, depending upon its evaluation of the criteria stated above, one or more of the following actions:**

**1. Criminal Prosecution:**

If the investigation has established criminal intent, and the case meets the criteria for prosecution, staff may present the case to the Executive Director with a recommendation to:

- a. Refer the case to the local State or District Attorney, and notify HUDs Regional Inspector General Investigator (RIGI), and terminate the tenant from the program.

**2. Administrative Remedies:**

**HACK staff may elect to:**

- a. Terminate the lease and pursue payment of restitution in full.
- b. Terminate the lease and execute an administrative repayment agreement in accordance with HACKs repayment policy.
- c. Continue the lease at the correct rent and demand repayment or restitution in full.
- d. Continue the lease at the correct rent and execute an administrative repayment agreement in accordance with HACKs repayment policy.

**3. HACK adopts the following thresholds for the disposition of cases resulting in a monetary loss:**

**a. \$1 to \$499:**

1. No criminal charges filed.
2. Required restitution from tenant.
3. Allow tenant to remain in the housing assistance program provided.
  - (I) Tenant agrees to make restitution in full by paying full amount owed immediately or tenant signs a restitution agreement and pays the amount owed within four (4) months.
  - (II) Tenant pays on a monthly basis and misses no payments unless the Housing Authority grants an extension on the payment schedule.
  - (III) Tenant agrees to refrain from further fraud related violations of the Lease Agreement. Any further fraud violations will result in termination from the housing program.
  - (IV) Any monies owed will become payable in full immediately if tenant is found to have committed fraud again.

**b. \$500 to \$999:**

1. Criminal charges under Section 487.1 (Theft by False Pretense) of the California Penal Code **may** be filed. All charges will be filed under Section 17 (Misdemeanor) of the Penal Code of the State of California.
2. Criminal charges can be tabled and the tenant may be allowed to remain in the housing assistance program provided:

- (i) Make restitution in full by paying full amount owed immediately or tenant signs a restitution agreement and pays the amount owed within one (1) year.
  - (ii) Tenant pays on a monthly basis and misses no payments unless the Housing Authority grants an extension on the payment schedule.
  - (iii) Tenant agrees to refrain from further fraud related violations of the Lease Agreement. Any further fraud violations will result in termination from the housing program.
  - (iv) Tenant agrees to give up his/her right to any hearing on any subsequent fraud violation.
  - (v) Any monies owed will become payable in full immediately if tenant is found to have committed fraud again.
- c. **\$1,000 to \$1,999:**
1. Criminal charges under Section 487.1 (Theft by False Pretense) of the California Penal Code **may** be filed. All charges will be filed under Section 17 (Misdemeanor) of the Penal Code of the State of California.
  2. **Criminal charges can be tabled if tenant agrees to:**
    - i. Make restitution in full by paying full amount owed immediately or signing a restitution agreement in which tenant agrees to pay full amount within one (1) year.
    - ii. Tenant pays on a monthly basis and misses no payments unless the Housing Authority grants an extension on the payment schedule.
    - iii. Surrender the housing unit occupied by the tenant for cause and without a hearing regardless of what housing program is involved.
    - iv. Not re-apply to LIPH program for a period of one (1) year.

- d. **\$2,000 to 4,999:**
  1. Criminal charges will be filed against tenant charging him/her with violation of Section 487.1 (Theft by False Pretense) of the California Penal Code. Charges can be filed as Felony or Misdemeanor at the discretion of the District Attorney.
  2. Tenant will be prosecuted and upon a conviction or guilty plea, restitution if full will be requested through the Probation Department. Amount of monthly payment will be determined by Probation.
  3. Tenant will be terminated from LIPH program for cause.
- e. **\$5,000 to \$ 10,000 and above:**
  1. Criminal charges will be filed and prosecuted as felonies in the appropriate court. The District Attorney will determine method of prosecution and charges to be filed.
  2. Felony Probation and full restitution will be requested. Method and amount of payment to be determined by the Probation Department.
  3. Tenant will be terminated from housing program for cause.

#### **4-6 (L) NOTIFICATION TO TENANT OF PROPOSED ACTION**

**The Housing Manager will notify the tenant of the proposed action no later than ten days after the tenant conference by certified mail. Such notice will contain:**

1. The action being proposed by HACK.
2. The reason for the proposed action.
3. The date the proposed action will take place.
4. The tenant's right to further explanation, if needed.
5. The tenant's right to an informal hearing, and the form and date by which request for such hearing must be received.

6. A copy of the HACK's Program Informal Hearing Procedures.

## **4-7 LEASE TERMINATION PROCEDURES**

**4-7 (A)** Leases of households in violation of lease requirement will be terminated according to HACK policy and state law. Every effort will be made to avoid termination, i.e.. Conferences, counseling, etc. However, when it is apparent the conduct or presence of a household (member) creates a threat to the health and/or well being of the resident community the lease will be terminated. Repeated late payment of rent or other lease violations will result in a termination of the lease. All lease terminations will be approved in writing by the Housing Administrator or designee.

### **4-7 (B) NOTICE REQUIREMENTS**

No tenant shall be given a Notice of Lease Termination without being told by HACK in writing the reason for the termination, the resident must also be informed of his/her right to request a hearing in accordance with HACK's Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

### **4-7 (C) RECORD-KEEPING REQUIREMENTS FOR TERMINATION/EVICTIONS:**

A written record of every termination and/or eviction shall be maintained by HACK in the individual resident files. This record shall differentiate between resident initiated terminations in compliance with the lease, and evictions. The record shall contain the following information.

1. Name of tenant, number and identification of unit occupied;
2. Date(s) of the 14 Day Notice of Lease Termination (HUD requirement) and the Notice to Quit (State Law Requirement); and date(s) for all notice types;
3. Specific reason(s) for the notices, with lease violations, disturbances, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying tenant;
5. Summaries of any conferences held with tenant including the name of conference participant and conclusions.

## **4-8 Death of the Head of Household**

When HACK becomes aware that an individual in assisted housing is deceased, HACK will use due diligence in ensuring that all Federal laws governing the operation of the assisted unit are adhered to. This section outlines the procedures HACK will take when assisted families have a deceased household member. When HACK believes that a household member has died, confirmation of the death will be made. HACK will immediately send a letter to the head of household or emergency contact person (if the head of household is deceased and there is no other adult household member) to confirm the death of the listed household member, unless such documentation was submitted at the time of the reported death.

### **1. Single Member Household**

In the event that the deceased tenant was the only member in the household, the lease will automatically terminate. After requesting confirmation of the death, HACK will conduct a home visit to determine if anyone is unlawfully residing in the unit. If unauthorized persons are found to be residing in the unit, appropriate legal action will be taken.

### **2. Multiple Member Household**

In the event that the deceased tenant was not the only adult in the household, the remaining adult household member may assume possession of the unit if they qualify for assistance on their own. HACK will require the remaining household member to take the necessary steps to show eligibility and enter into a new lease in a timely manner or HACK will take legal action to retake possession of the unit.

If the remaining household member is a live-in aide, the live-in aide must vacate the housing unit. The live-in aide is not entitled or eligible for any rental assistance or continued occupancy. By definition the live-in aide would not be living in the unit except to provide the necessary supportive services on behalf of the head of household.

### **3. Single Parent Household**

If the head of household is deceased and the remaining household members are all minor children, HACK may allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. HACK will take into consideration the best interests of the children, whether or not the temporary adult guardian is without other means of furnishing housing to the minor

children and the temporary adult guardian's potential eligibility for the subsidized housing. If it is in the best interests of HACK to retake possession of the subsidized unit, HACK may take legal action to do so. If the new guardian meets all admission criteria outlined in Chapter one (1), HACK may add the new guardian as the new head of household. If the new guardian is added as the head of the household, HACK will enter into a new lease with the new head of household.

#### **4. Reports**

HACK will made all necessary reports related to deceased household members to HUD in a timely manner.