

Admission  
and  
Continued  
Occupancy  
Policy

ACOP

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**STATEMENT OF POLICIES GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY  
OF THE PUBLIC HOUSING DEVELOPMENTS OPERATED BY  
THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY (SWHA)**

**Adopted February 2026**

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## **INTRODUCTION**

### **GENERAL POLICY STATEMENTS**

#### **A. FAIR HOUSING**

It is the policy of the Housing Authority to fully comply with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person may, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, actual or perceived sexual orientation or gender identity or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under the Housing Authority's programs.

To further its commitment to full compliance with applicable civil rights laws, the Housing Authority will provide federal/state/local information to applicants/tenants of the Public Housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority's Area Offices. In addition, all written information and advertisements will contain the appropriate language and logo.

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

#### **B. REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This section and Exhibit L clarify how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodation.

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

Exhibit L provides additional information on the procedure for requesting a reasonable accommodation.

## **C. SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

The Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

## **D. FAMILY OUTREACH**

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

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

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

## **E. RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886-A, Authorization for Release of Information/Privacy Act Notice or similar SWHA-approved Notice. The Authorization for Release of Information and Privacy Act Notice states how family information may be collected and released and includes the federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant, or as provided in Exhibit M.

## **F. REQUIRED POSTINGS**

In each of its offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

- Statement of Policies governing Admission and Continued Occupancy;
- Notice of the status of the waiting list (open or closed);
- A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers;
- Income Limits for Admission;
- Utility Allowance Schedule and Excess Utility Charges (as applicable);
- Current Schedule of Routine Maintenance Charges;
- Dwelling Lease;
- Grievance Procedure;
- Fair Housing Poster;

- Equal Opportunity in Employment Poster;
- Anti-Harassment Notice;
- Notice of HA Obligations for Tenant Screening;
- Any current Housing Authority Notices.

## G. CATASTROPHIC PLANNING

This ACOP details policies and procedures that are in place under normal day-to-day operations. However, should a catastrophic event occur that impedes the ability to maintain the health, safety, security of residents, staff or the community and/or financial viability of the Agency, SWHA may modify certain policies or procedures. Changes may only be made upon Executive Director declaration of an Emergency as a result of catastrophic event(s). At the discretion of the Executive Director, modifications determined necessary may remain in effect for up to 60 days following the end of the declared emergency to allow operations to normalize. Examples of policy and program changes that may be implemented include, but are not limited to:

### ▪ **Modified Office hours**

Designated office hours may be limited or offices closed to the public entirely as determined necessary by SWHA. In such instances, staff will remain available to clients through phone and/or email. Information regarding revised office hours – including anticipated length of the closure/modification and how to contact SWHA staff with questions and/or concerns - will be clearly posted on all office doors and in community areas, if appropriate. Information will also be distributed to clients via email and direct delivery when SWHA determines such is available and practical.

### ▪ **Modified Inspection process:**

Recertification inspections scheduled during the catastrophic event may be cancelled, extended or otherwise modified through implementation of revised protocols or inspection methods. To help ensure client access to housing, tenant move-ins and new inspections may be prioritized and completed as soon as possible (pending road closures or other obstacles preventing immediate response).

Upon notification of any delayed inspection, the participant will be advised to report any necessary repairs that have not been addressed by the owner. If the tenant reports a life-threatening failure, the owner will be required to abate or correct the condition immediately per established policy.

### ▪ **Modified Review and Verification procedures:**

In the event of a declared emergency, SWHA may modify client review schedules and/or implement revised verification policies under the protocols listed above. For example, should a catastrophic event occur, it may be difficult to verify tenant information through normal documentation methods or complete reviews under the current process. In such cases, reviews could be temporarily delayed, and verification processes relaxed by weighing all forms of verification equally. A notation regarding any changes authorized as a result of the Executive Director's declaration will be noted in all affected client files.

## SECTION 1: DEFINITION OF TERMS

*Revised 02/12/2026*

**Adjusted Annual Income:** Total Household Annual Income less the sum of total eligible deductions for unreimbursed medical expenses, handicapped assistance expenses and/or childcare expenses (as defined) which the household is determined eligible to receive during the recertification process and determination of tenant rent. (See Section 9 and Exhibit C for additional information.)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's gross annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances may be given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age as outlined in this ACOP. **Alternative non-public housing rent:** The monthly rent charged to a Non-public housing over-income household. The rent is equal to the greater of:

1. The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit; or
2. The amount of the monthly subsidy provided for the unit, which will be determined by adding the per-unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.
  - a. For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated;
  - b. For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made;
  - c. HUD will publish such funding amounts no later than December 31 each year.

**Annual Income:** All amounts, not specifically excluded in Exhibit B of this policy, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age. (See Exhibit A and Exhibit B for additional information).

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

**Authority:** The Housing Authority of the City of Sedro-Woolley, Washington, a public corporation.

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

**Child Care Expense:** The "out-of-pocket" amount paid for (1) the care of children in the household under 13 years of age **and/or** (2) attendant care and auxiliary apparatus for a Handicapped or Disabled Family member. Child care expenses must: (1) be necessary to enable a member of the

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household to be gainfully employed or further his/her education; (2) not be reimbursed by another party or source; (3) be reasonable in relation to the time and hours worked; (4) not be paid to a family member; (5) not exceed the income received as a result of the provision of the care.

**Citizen:** A citizen or national of the United States.

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

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

**Co-Tenant:** An adult member of the Family household who is neither head nor spouse, but who enters the lease jointly with the Head of Household. A Co-Tenant has the same standing in the lease as would a spouse.

**Day Laborer:** An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day worker is not considered non-recurring income.

**Dependent:** A member of the Family household (excluding foster children and foster adults) other than the Family head or spouse, who is under 18 years of age or is a person with a disability, or is a Full-time Student 18 years of age or older. An unborn child will not be counted as a Dependent. An unborn child shall not be counted as a Dependent except when determining initial program eligibility of a single pregnant woman **without** other children in the household.

**Dilapidated Housing Unit:** For selection preference purposes, a housing unit is considered dilapidated if it does not provide safe and adequate shelter, in its present condition endangers the health, safety or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair from serious damage to the structure.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source (24 CFR 5.603(d)).

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

**Displaced Family:** For eligibility purposes, a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

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**Displaced Person:** For eligibility purposes, a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. (As defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**Dwelling Lease:** A rental agreement between the Housing Authority and the tenant in the form shown in Exhibit J of this policy. The Dwelling Lease (or a Rider to the Dwelling Lease) will, among other things, reflect the rent currently being charged and the conditions governing occupancy.

**Earned income:** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

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

**EIV (Enterprise Income Verification):** A HUD web-based system used to validate tenant reported income including wages, unemployment, Social Security, SSI and other income and benefits.

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

**Elderly Person:** A person who is at least 62 years of age.

**Eligible Immigration Status:** An immigration status in one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C 1436a(a)).

**Energy Assistance Supplement (EAS):** See "Utility Allowance".

**Energy Supplement Reimbursement:** See "Utility Allowance Reimbursement".

**Extremely Low-Income Families:** Those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families.

**Family:** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. In all cases the Head of Household must be at least 18 years of age unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State regulations (*RCW 13.64*) :

1. A group of two or more persons (with or without children) sharing a residency whose income and resources are available to meet the family needs and who are either related by (1) blood, marriage or operation of law (excluding custody of foster children), or; (2) who have evidenced a stable family relationship.

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- a. A group of “two or more persons” includes a single pregnant woman without other children and individuals in the process of securing legal custody of any other person.
  - b. Members of the family temporarily absent will be included in the family group. To establish what constitutes “temporary absence,” the following clarification is provided:
    - i. A service member will be classified as “temporarily absent” when away from home due to military service. Therefore, each service member will be counted as part of the family for purposes of qualifying as an eligible family for admission of or continued occupancy and for establishment of rent, but not for determining size of unit required.
    - ii. If the family claims a child as a family member, but does not have full custody, or if the child lives only part time with the family, it will be the sole discretion of the Housing Authority as to whether to count the child as part of the family.
    - iii. If the family has a dependent away at school, the dependent may be considered a member of the household if the dependent normally lives in the household while not attending school.
    - iv. The Authority may consider an absent child to be part of the family if there is evidence that the child would reside with the family if the family were admitted to the Authority’s housing.
2. An Elderly Person or Family (see definition).
  3. A Near-Elderly Person or Family (see definition).
  4. A Person with Disabilities or Disabled Family (see definition).
  5. A Remaining Member of a tenant family (see definition).

For purposes of determining **initial eligibility** for the Housing Authority’s Public Housing program:

1. A Family **must include** at least one household member who is disabled, elderly, near-elderly or who qualifies as a dependent (see definition);
2. Single-persons (as defined: those who are not elderly, near-elderly or disabled) will not be placed on the waiting list.<sup>1</sup> However, such individuals may be considered eligible for assistance and be placed on the waiting list for any specific targeted “set-aside” program established by the Housing Authority (such as programs to assist Chronically Homeless individuals or youth transitioning out of foster care) for which they qualify.

**Family Income:** For purposes of qualifying for a Federal Preference, Family Income is “Monthly Income” as defined in this Section.

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

**Family Development:** Any development assisted under the US Housing Act of 1937 (other than Section 8 or Section 17 of the Act) which is not a Project for the Elderly or Disabled.

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<sup>1</sup>Current applicants as of February 12, 2026 who qualify as a “Single Person” will be grandfathered under this policy, may remain on the waiting list and offered housing in accordance with Tenant Selection policies (Section 6).

**Family Self-Sufficiency Program (FSS Program):** The program established by a Housing Authority to promote self-sufficiency among participating families, including the coordination of supportive services.

**Flat Rent:** An amount the family may choose to pay as the Tenant Rent in lieu of having their rent determined under an income-based formula method. The flat rent is established by the Housing Authority based upon the size and location of the unit and the market rate for comparable units in the unassisted private market. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Foster Child Care Payment:** Payments to eligible households by state, local or private agencies.

**Foster Child:** A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**Full-Time Student:** A person who is carrying a subject load which is considered full-time for day 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.

**Handicapped Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual Income is computed, for attendant care an auxiliary apparatus for a Handicapped or Disabled Family member, and **that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed or further their education**, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

**Head of Household:** The adult member of the Family who is the head of the household for the purposes of determining income eligibility and rent. A Head of Household must be 18 years of age or older unless they document approval as an Emancipated Minor pursuant to Washington State regulations (*RCW 13.64.*).

**Homeless Family:** For selection preference purposes, and applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate nighttime residence; and
2. Have a primary nighttime residence that is:
  - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - c. A public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a state law.

**Housing Authority (HA):** The Housing Authority of the City of Sedro-Woolley, a public corporation.

**HUD:** The United States Department of Housing and Urban Development.

**Imputed Asset Income:** For households with assets of more than \$50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than

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actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed Welfare Income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**Income-based Formula Method:** A rent calculation formula used in determining the monthly rental payment due under the lease. Under this method, the Tenant Rent is calculated based on total household income and allowances at an amount not to exceed the Total Tenant Payment, less any applicable utility allowance for tenant paid utilities. (See Sections 8 and 9 for additional information)

**Income-based Formula Rent:** The Tenant Rent payable for residents who choose to have their monthly rent calculated using the Income-based Formula method. The Income-based Formula Rent is equal to the calculated Total Tenant Payment (TTP) for the household, less the SWHA-provided allowance for utilities, where the payment of such utilities are the responsibility of the Tenant. If the utility allowance exceeds TTP, as determined in this policy, the excess amount would be paid to the Tenant as a Utility Reimbursement. **Income Limits:** A schedule of incomes that do not exceed a percent of the median income for the area (AMI) as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of the prevailing levels of construction costs, unusually high or low incomes, or other factors. (See Exhibit E.)

**Independent Contractor:** An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are subject to self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. Income earned as an independent contractor is **not** considered non-recurring income.

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

**King County Housing Authority (KCHA):** An independent public agency established to provide affordable housing opportunities to low-income residents across King County. As a designated Moving to Work agency, KCHA serves as the Regional MTW Agency to SWHA under a HUD-approved Regionalization Agreement that extends MTW flexibilities to SWHA – authorizing use of program waivers designed to simplify and streamline program operations.

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

1. is determined by the Housing Authority to be essential to the care and well-being of the person(s);
2. is not obligated for the support of the person(s); and
3. would not be living in the unit except to provide necessary supportive services.

A relative meeting the above three criteria would not be prohibited from serving as a Live-in Aide.

With the consent of the Housing Authority, a live-in aide meeting the above criteria may be permitted to reside in the dwelling unit. In addition to screening the live-in aide for the normal suitability criteria, permission may depend on whether the addition of a new occupant would require a transfer of the family to another unit, and whether another appropriate unit is available.

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A live-in aide is not a party to the lease, has no continued occupancy rights, and their income is not considered in computing family income or family deduction.

**Local Preference:** A preference adopted by the Housing Authority to select among applicant families. Housing Authority approved local preferences and the limits on their use are outlined under Section 6 of this Policy.

**Low Income Family:** A Family whose Annual Income does not exceed 80% of the median low income limit for the area, as determined by HUD with adjustment for smaller and larger families.

**Medical Expense Deduction:** The amount allowed as a reduction from Annual Income when medical expenses (as defined) are incurred by a participating household.

**Medical Expenses:** The “out-of-pocket” amount paid by a household for (1) the medical care of elderly and disabled household members **and/or** (2) attendant care or auxiliary apparatus for a Handicapped or Disabled Family member that are necessary to enable a Family member to be employed or further his/her education. As defined in this ACOP, the total attendant and auxiliary costs (handicapped assistance expenses) included under this category must (1) be reasonable in relation to the time and hours worked; (2) not be paid to a family member; (3) not exceed the income received as a result of the provision of the care. **Claimed expenses may not be dually included in the calculation of Child Care Expenses in order to determine a household’s adjusted annual income.** (See [Section 9](#) and Exhibit C for additional information.)

**Member of the Armed Forces:** A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

For the purpose of determining Annual Income, a Member of the Armed Forces may be the Head of Household, Spouse, or other Family member whose dependents are residing in the unit.

**Minimum Rent:** The minimum monthly Total Tenant payment amount calculated by the Housing Authority.

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

**Mixed Finance Development:** A housing development for which the Housing Authority has entered into an agreement that uses a combination of public and/or private funding sources for the development of public housing units. Such a development may be managed by an entity other than SWHA, include both public and locally funded units, and/or use two or more rent and/or operating subsidies to support on-site rental opportunities.

**Mixed Population Development:** Any development assisted under the US Act of 1937 (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use project that was designated for occupancy by the elderly or disabled at its inception or, although not so designated, for which the PHA gives preference in a tenant selection (with HUD approval) for all units in the project (or for a building within a mixed-use project) to elderly or disabled families.

**Monthly Adjusted Income:** One-twelfth of Adjusted Income.

**Moving To Work (MTW):** A demonstration program established by HUD that allows Public Housing Authorities (PHAs) to design and test ways to (1) promote self-sufficiency among assisted families; (2) achieve program efficiency and reduce costs; and, (3) increase housing choice for low-income households. SWHA entered into a Moving to Work (MTW) Regionalization partnership with KCHA in 2025.

**Monthly Income:** One-twelfth of Annual Income.

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**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a U.S. Territory or Possession.

**Near Elderly Disabled Family:** A Disabled Family (see definition) whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62 living together; or one or more persons who are at least 55 years of age but below the age of 62 living together with one or more live-in aides.

**Near Elderly Disabled Person:** A Disabled Person (see definition) who is at least 55 years of age but below the age of 62.

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 55 years of age but below the age of 62; or two or more persons, who are at least 55 years of age but below the age of 62 living together; or one or more persons who are at least 55 years of age but below the age of 62 living together with one or more live-in aides.<sup>2</sup>

**Near-Elderly Person:** A Person who is at least 55 years of age but below the age of 62.<sup>3</sup>

### **Net Family Assets:**

1. Net cash value of all assets owned by the family after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.
2. Net family assets must include the value of any business or family assets disposed of for less than fair market value during the two years preceding the date of application for the program or reexamination, in excess of the consideration received therefore.
  - a. This includes a disposition in trust, but not in a foreclosure or bankruptcy sale.
  - b. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.
  - c. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

See Exhibit B and Exhibit C for additional information regarding exclusions and calculation of Annual Income and Rent.

**Net Income from Operation of a Business or Profession:** See Exhibit A.

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Noncitizen Student:** A noncitizen who:

1. Has a residence in a foreign country, that the person has no intention of abandoning; and,
2. Is a bona fide student qualified to pursue a full course of study; and,
3. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study

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<sup>2</sup> Households of record as of February 12, 2026, who qualified as a "Near-Elderly Household" (having at least one person having reached age 50) will be grandfathered under this policy and retain their near elderly designation until reaching age 62.

<sup>3</sup> Current applicants as of February 12, 2026 who were qualified as a "Near-Elderly Person" (having reached age 50) will be grandfathered under this policy and retain their near elderly designation until reaching age 62.

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in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each nonimmigrant student.

**Non-public housing over-income family:** A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

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

**Other Criminal Activity:** Criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity, the owner or public housing employees.

**Over-income family:** A family whose income exceeds the Over-income limit.

**Over-income limit:** The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4. See 24 CFR 960.507(b).

**Person with Disabilities:** Per the HUD definition, a person is considered disabled if (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability as described in Paragraph 2 below.

1. Has a disability as defined in Section 223 of the Social Security Act which states: "Inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, in the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 216(i)(1)), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
2. Is determined, pursuant to regulations issued by HUD to have a "physical, mental, or emotional impairment caused by alcohol or drug abuse, post-traumatic stress disorder, brain injury or a chronic physical illness that:
  - a. is expected to be of long, continued and indefinite duration; and
  - b. substantially impedes that person's ability to live independently; and
  - c. could be improved by more suitable housing, or
3. Has a developmental disability as defined below in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 which is a severe, chronic disability that:
  - a. Is attributable to a mental or physical impairment or a combination; and
  - b. Is manifested before the person attains the age of 22; and
  - c. Is likely to continue indefinitely; and
  - d. Results in substantial limitations in three or more major life activities, and
    - i. Self-care
    - ii. Receptive and expressive language
    - iii. Learning
    - iv. Mobility
    - v. Self-direction
    - vi. Capacity for independent living;
    - vii. Economic self-sufficiency

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- e. Reflects need for:
  - i. A combination and sequence of special, interdisciplinary, or generic services; or
  - ii. Individualized supports; or
  - iii. Other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.”

This definition of a person with disabilities does not exclude persons who have acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

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

**Preponderance of the Evidence:** Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

**Principle Income Recipient:** That member of the Family who has the greatest amount of income. In the case of two members of the Family with the same amount of income the Principle Income Recipient will be the member of the Family who has the most responsibility, in the following order: Head of Household, Spouse, adult dependents, children in order of age.

**Reasonable Accommodation:** A change in Housing Authority policy, procedure or unit structure that allows a disabled individual with an opportunity to access, use and occupy the Public Housing premises in a manner equal to that of a non-disabled individual.

**Recertification:** The re-examination of a household's income, expenses, and family composition to determine the family's continued eligibility for program participation and to calculate the family's share of rent as described elsewhere in this ACOP,

**Remaining Member of Tenant Family:** A member of the Family listed on the Lease who continues to live in the dwelling unit after all of the Family Members have left. If the person is named on the lease but did not sign it, it will be the sole determination of the Housing Authority whether to enter into a new lease with that person. Among other factors, the person's suitability for tenancy and their ability to uphold a lease will be considered.

In accordance with the Authority's Occupancy Standard, the remaining member may be required to transfer to an appropriate sized dwelling unit or type of project.

**Rent:** For selection preference purposes, rent is defined as:

1. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and
2. In the case of utilities purchased directly by tenants from utility providers:
  - a. The utility allowance (if any) determined for the Section 8 Voucher Program; or
  - b. If the family chooses, the average monthly payments that it actually made for its utilities for the most recent 12-month period, or if that information is not obtainable, for the entire period of an appropriate recent period (such period may be no less than 6 consecutive months).

**Seasonal Worker:** An individual who is: (1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and (2) the employment begins about the same time each year (i.e. summer or winter). Typically, the individual is hired to

address seasonal demands that arise for the employer or industry. Income earned as a seasonal worker is **not** considered nonrecurring income.

**Single Person:** A person who lives alone or intends to live alone, and who does not qualify as an elderly or displaced person, a person with disabilities, or, (for continued occupancy) as the remaining member of a tenant family.<sup>4</sup> For the purposes of determining initial program eligibility, a single pregnant woman **without** other children or an individual in the process of securing legal custody of a dependent **is not** considered a Single-Person.

**Site-based Waiting List:** One of the waiting lists used to fill vacant units. Applicants on this type of waiting list have indicated a desire or need to move to a specific public housing development.

**Social Security Number:** The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

**Spouse:** The husband or wife of the Head of Household.

**Standard Replacement Housing:** For selection preference purposes, standard replacement housing is housing

1. That is decent, safe, and sanitary;
2. That is adequate for the family size (according to the Authority's occupancy standards); and
3. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities (such as motels, hotels or temporary shelters for victims of domestic violence or homeless families not the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence lives).

**Tenant:** Any lessee or the remaining head of the household or any tenant family residing in housing accommodations covered by Title 24 of the Code of Federal Regulations, part 966. (24 CFR Part 966).

**Tenant Rent:** The amount payable monthly by the Tenant as rent to the Housing Authority. This definition does not limit SWHA's ability to accept payment of rent or other charges due under the lease from a 3<sup>rd</sup> party agency or individual on behalf of the Tenant to expedite payment receipt and/or processing and ensure client stability. Tenant Rent is determined as detailed in this policy. See Section 9 for additional information.)

**Total Tenant Payment (TTP):** For tenants paying an Income-based Rent, the amount of the maximum monthly obligation by the Tenant for payment of rent and utilities as calculated according to this Policy (see Section 9 for additional information).

The TTP does not include charges for excess utility consumption or other miscellaneous charges. The TTP, less the established Utility Allowance (or Energy Assistance Supplement), is the monthly Tenant Rent payable by a household subject to any minimum payment amounts established by HUD or the Housing Authority,.

**USCIS:** The United States Citizenship and Immigration Service (*Formerly referred to as the Immigration and Nationality Service (INS)*).

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<sup>4</sup> <sup>4</sup>Current applicants as of February 12, 2026 who qualify as a "Single Person" will be grandfathered under this policy, may remain on the waiting list and offered housing in accordance with Tenant Selection policies (Section 6).

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**Unearned income.** Income, that is not categorized under the definition of **earned income** as detailed in this policy.

**Utilities:** Utilities means electricity, gas, other heating, refrigeration and cooking fuels. Telephone service is not included as a utility.

**Utility Allowance:** Also known as an Energy Assistance Supplement (or EAS). Where payment of utilities are the responsibility of the Family occupying the unit, an amount equal to the estimate made by the Housing Authority of the monthly cost of a reasonable consumption of such utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

A utility allowance is not provided to a Non-public housing over-income family.

**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. See also: Energy Assistance Reimbursement.

**Very Low-Income Family:** A Low-Income Family whose Annual income does not exceed the Very Low-Income Limit, which is 50% of the median income for the area (AMI), as determined by HUD, with adjustments for smaller and larger families.

**Violent Criminal Activity:** Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.

**Welfare Benefit Reduction:** A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

“Welfare reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

1. At the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. Because a family member has not complied with other welfare agency requirements.

## SECTION 2: RECEIPT OF APPLICATIONS

*Revised 02/12/2026*

### A. Establishing a Waiting List

1. Written applications on the Authority Standard Application Form(s) will be accepted from all Families seeking admission to the program and a waiting list maintained of apparently eligible Families. In order to maximize program access, application forms will be available at any of the Authority's Public Housing Management offices or, upon request, may be obtained by mail. Applications may also be accessed through SWHA's website at [www.sedrowoolleyha.org](http://www.sedrowoolleyha.org).

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the hearing impaired. The TDD telephone number is posted in each Management Office.

Completed applications will be received, in person at any of the Authority's Public Housing Management Offices or at its Application Processing Center (during posted office hours), by mail, or other means made available by SWHA (i.e. electronically or on-line portal as implemented). Generally, applications will be accepted from all Families seeking admission to the program on an open enrollment basis. However, depending upon the length of the waiting list, the Housing Authority may temporarily close all or a portion of a waiting list and suspend acceptance of new applications. Unless the waiting list is closed, the Authority will accept an application from any applicant who wants to apply, as long as a unit of suitable size for the family exists in the housing inventory served by the selected waiting list(s).

All applications will be dated, time-stamped, and processed to the extent necessary to determine whether the applicant is eligible. Applications will be organized on the waiting list according to the bedroom size needed, preference, and date and time of application and kept in a permanent file.

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

1. Upon receipt of the family's pre-application, the Housing Authority will make a preliminary determination of eligibility. The Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.
2. If the applicant is determined initially eligible but no dwelling unit is available, the applicant is to be notified in writing that the application is on the waiting list and when a suitable unit may become available (insofar as such date can be reasonably determined).

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The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Housing Authority will annotate the applicant's file and will update their place on the waiting list.

**The second phase is the final determination of eligibility, referred to as the full application.** The full application takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of all preferences, eligibility, suitability, and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

### **B. Waiting List Administration**

In the administration of its waiting lists, the Housing Authority will fully comply with all Federal, State and Local nondiscrimination laws; the Americans with Disabilities Act; and HUD regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, or disability (or other protected class) be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the Housing Authority programs.

The Housing Authority will regularly monitor its waiting lists to ensure equal program access to all families in compliance with federal, state and local fair housing laws and regulations. Where necessary, the Housing Authority will affirmatively implement additional steps (such as targeted marketing, suspension of the waiting list or housing incentives) to encourage applications from families whose classification would help to meet the deconcentration goals of a particular development. While various methods to affirmatively market its developments may be used at different times, or under different conditions, such methods will always be completed in a consistent and nondiscriminatory manner.

### **C. Suspension of Applications**

As noted above, the Housing Authority may temporarily close all or a portion of a waiting list and suspend acceptance of new applications. Determinations of the need for closure or suspension will be made at the sole discretion of the Housing Authority but may consider the length/size of the waiting list or other operational factors. Unless the waiting list is closed, the Authority will accept an application from any applicant who wants to apply, as long as a unit of suitable size for the family exists in the housing inventory served by the selected waiting list(s).

Any such suspension (and any subsequent reopening of applications) will be publicly announced by the Housing Authority through publication in a newspaper of general circulation as well as through minority media and other suitable means. Such information will also be posted on the Agency's website and Management Office(s).

### **D. Applicant Check-In Policy**

While applicants are not required to check-in regularly, to keep the waiting list current, the Housing Authority may occasionally require applicants to indicate their continued interest. Response may be completed electronically or through an alternate method identified by Housing Authority. Those applicants who do not indicate their continued interest as required by SWHA will

be removed from all waiting lists without further notice. SWHA will reinstate an applicant without penalty if they submit such request within six (6) months of the date of removal. An applicant maintaining that their failure to indicate continued interest was caused by their disability or circumstances beyond the applicant's control (such as hospitalization, domestic violence, etc.) will be provided with opportunity to explain their circumstances. Where SWHA determines mitigating circumstance support reinstatement, such applicants will be returned to the waiting list(s) without penalty if they submit such a request within twelve (12) months of the date of removal.

Applicants are limited to two (2) requests for reinstatement within a 12-month period. Requests for reinstatement received by an applicant in excess of this amount will be denied.

**E. Missed Appointments**

All applicants who fails to keep a scheduled appointment with the Housing Authority will be sent a notice of termination of the process for eligibility. The Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

**F. Applicant Non-Response to Request for Additional Information or Other Communication**

The Housing Authority may occasionally need to contact the applicant to obtain additional information or to provide other information regarding the status or processing of their application. Such communication may be completed electronically or through an alternate method (mail, on-line application portal, etc.). Applicants may be required to respond to such communication within a specified time-period. Response may be completed electronically or as otherwise identified by SWHA. Applicants who do not respond as instructed will be removed from all waiting lists without further notice. SWHA will reinstate an applicant without penalty if they submit such request within six (6) months of the date of removal. An applicant maintaining that their failure to respond was caused by their disability or circumstances beyond the applicant's control (such as hospitalization, domestic violence, etc.) will be provided with an opportunity to explain their circumstances. Where SWHA determines mitigating circumstance support reinstatement, such applicants will be returned to the waiting list(s) without penalty if they submit such a request within twelve (12) months of the date of removal.

Applicants are limited to two (2) requests for reinstatement within a 12-month period. Requests for reinstatement received by an applicant in excess of this amount will be denied.

## SECTION 3: OCCUPANCY STANDARDS

Revised 02/12/2026

### A. Determining Bedroom Size

In determining the proper bedroom size for each Family, the following general principles will apply:

1. Avoidance of overcrowding;
2. Compliance with applicable federal, state, or local requirements.

These general principles result in the following occupancy standards (See Section 3.C for the possible exceptions to these standards):

No. of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8
5	7	10

### B. Additional Criteria for Determining Bedroom Size

In addition to meeting the minimum-maximum standards shown above, the following criteria will also be used in determining the proper bedroom size assigned:

1. No more than two persons will be required to occupy a bedroom.
2. Persons of the opposite sex, other than husband and wife, will not be required to share a bedroom. Two unrelated, unmarried adult individuals who have indicated a current, regular relationship with each other and who have been determined eligible as a Family, will be treated the same as husband and wife and assigned to one bedroom.
3. Persons of different generations will not be required to share a bedroom. As an example, a grandmother will not be required to share a bedroom with her children or her grandchildren.
4. Children:
  - a. Children of the same sex must share a bedroom.
  - b. Children of the opposite sex, with the exception of those under the age of four, will not be required to share a bedroom. At the option of the family, children of the opposite sex past the age of four years, may share the same bedroom or living/sleeping room for continued occupancy.

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- c. Adults and children will not be required to share a bedroom. For this purpose, adults do not include family members who remain in the household after reaching the age of 18.
  - d. Included in determining the bedroom size are the following:
    - i. All children anticipated to reside regularly in a dwelling unit. Examples include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, or children whose custody is being obtained by an adult;
    - ii. Children who are away at school, but who will live with the family during breaks;
    - iii. Children who are temporarily absent from the home due to placement in foster care;
    - iv. Foster children.
1. Two or more single elderly persons or persons with disabilities residing in the same dwelling unit will be assigned a unit so that each has a separate bedroom, or so that the bedrooms may be occupied by two persons, at the option of the Family.
  2. A live-in aide who is not a member of the family will not be required to share a bedroom with another unrelated member of the household. A live-in aide's family members may reside in the unit provided doing so:
    - a. Does not increase the subsidy by the cost of an additional bedroom; and
    - b. The presence of the live-in aide's family does not overcrowd the unit.
  3. Dwelling units will be assigned so as not to require use of the living room for sleeping purposes, with the exception of zero-bedroom units.
  4. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
  5. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be assigned a unit with two or more bedrooms.

### **C. Granting of Exceptions to Unit Size Standards**

The criteria and standards prescribed for the determination of any applicant's unit size should apply to the vast majority of families. Unique situations, such as verified medical need, however, may warrant the assignment of a different size of unit than stated in the Authority's occupancy standards. As an example, a family may need an exception to the occupancy standards for a unit that is large enough to accommodate a member of the family or a person associated with that household who has a physical or mental handicap. Such exceptions, however, must be fully documented in the applicant's or tenant's file.

1. Requests for units smaller than assigned through the above guidelines: A family may request a smaller unit size than the guidelines allow. The Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand

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they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.

2. Over-housed or Under-Housed units: Where it is found that the size of the dwelling unit is no longer suitable for the Family in accordance with these standards, a request for Transfer by the Family will be considered at the time of the Family's next Annual Review. In such cases, Families who are considered to be over-housed or under-housed will be placed on the transfer waiting list according to the date that they became eligible for the alternate size unit. A family on the transfer waiting list will be required to move to their new unit as soon as administratively possible. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.
3. If there are no families on the waiting list for a larger unit size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be provided at least 30 days' advance notice before being required to move.
4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate or as a de-concentration incentive.

## **SECTION 4: CONDITIONS GOVERNING ELIGIBILITY**

*Revised 02/12/2026*

### **A. General Guidelines**

1. In determining an applicant's eligibility for admission, the Authority will evaluate all household members to determine their eligibility for the Public Housing program (See 4.B.) as well as their suitability as tenants. The Authority will reject any application where any household member would be reasonably expected to have a detrimental effect on other tenants, the development environment, or Housing Authority employees, or, it is determined that the applicant would be unable to manage their household or comply with or be held accountable for the Lease terms.
2. In making the determination on tenant suitability, the Authority will assure that all tenant selection is objective and reasonable. The Housing Authority will look at past conduct as an indicator of future conduct. The Authority will consider reasonable and objective aspects of the applicant's background including the following general areas (See Sections 4.B. and 4.C):
  - a. History of meeting financial obligations, especially rent;
  - b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - c. History of criminal activity by any household member involving drug-related criminal activity, violent criminal activity, or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other of other tenants or staff or cause damage to the property (see definitions Section 1);
  - d. History of disturbing neighbors or destruction of property;
  - e. History of having committed fraud in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - f. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
3. The Authority will rely on third party sources of information which may include, but not be limited to, Housing Authority records, personal interviews, a minimum of one (1) years' prior Landlord References, social workers, parole officers, criminal and court records, clinics, physicians, police departments, employers, etc.
4. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - a. A credit check of the head, spouses and co-head;
  - b. A rental history check of all adult family members;
  - c. A criminal background check conducted on all adult household members, including live-in aides. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority

may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

- d. A check of the United States Department of Justice National Sex Offender Public Website (NSOPW) for each adult household member, including live-in aides. No individual subject to "life-time" registry with this program will be admitted to SWHA's programs. If an applicant household contains such a member, the family will be given the option to remove the member from the household in order to gain admission to housing. If they choose not to remove the member, they will be denied admission. See Section 4.A.2.c and Section 4.C for additional information regarding eligibility of other individuals required to register under this program/website.

The Housing Authority will access its own resources for obtaining credit and criminal history checks and verifying information provided at no cost to the applicant household. As such, the Housing Authority will not accept "comprehensive reusable tenant screening reports" prepared by a consumer reporting agency at the direction of the prospective tenant/household for use in the screening process.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration will 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. Upon receipt of any unfavorable information, an applicant will receive written notice from the Housing Authority informing them of their right to discuss this information and provide any mitigating circumstances prior to a final decision being made on their eligibility.
6. The same standards of tenant suitability that the Housing Authority uses for applicants will be used in evaluating a person who is joining a Family already in occupancy, including a request to add a live-in aide to the dwelling unit. The person must meet the Authority's standards prior to being added to the household.
7. In deciding whether to admit applicants who are borderline, the Housing Authority will recognize that for every marginal applicant it admits, it is denying the opportunity of housing to another applicant who clearly meets the Authority's standards.

## **B. Eligibility Criteria**

There are to be eligible for admission to public housing projects operated by this Authority only those applicants:

1. Who, at the time of application, qualify as a Family as defined in Section 1 of this policy:
  - a. An applicant family will not be put on the waiting list as an Elderly Family before the head, spouse, or sole member has reached age 62.
  - b. Applicants will not be placed on the waiting list where the Head of the Household has not yet reached the age of 18 unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State regulations (RCW 13.64.).
  - c. A Single Person (see definitions, Section 1) will be offered housing assistance only after no qualified elderly, near elderly, displaced person(s), or person(s) with disabilities remain on the waiting list for the same bedroom size.

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2. Whose Annual Income, at the time of application, does not exceed the Low Income Limit set by HUD (cannot exceed 80% of the median income for the area). (See Exhibit E):
  - a. The Low-Income Limit applies only at admission and is not applicable for continued occupancy. See Section 11.L for information regarding income restrictions that apply to current public housing occupants.
  - b. An applicant who initially qualifies but whose income subsequently increases beyond the income limits prior to housing will be denied admission.
  - c. The income limit restrictions do not apply to a family who needs or wants to transfer to another dwelling unit within the Authority's public housing program. However, a family may not be admitted to the Public Housing program from another assisted program, or from another Housing Authority without meeting the income limit restrictions applicable to this Housing Authority.
3. Whose family members qualify as Citizens, Nationals, or as Noncitizens who have eligible immigration status (as defined in Section 1) (Also: See Exhibit G. VII for verification requirements and Exhibit K for information regarding calculation of assistance following immigration verification):
  - a. A family that consists of a single individual who does not contend to have U.S. citizenship or eligible immigration status (See Section 1) **is not eligible**.
  - b. A family that includes (2) or more individuals must include at least one household member who is a U.S. citizen or has eligible immigration status. The HA may not make assistance available to a family applying for assistance until at least the eligibility of one family member has been established by the submission of the required documentation (and then assistance must be prorated based on the number of individuals in the family for whom the required verification has been submitted.)
  - c. Once verification has been properly submitted, no family will have their assistance delayed, denied, or reduced because of delays in verifying this information on the part of the USCIS.
4. Who disclose and submit required documentation to verify the assigned Social Security Number for each Family Member:
  - a. A family is required to disclose and submit proper SSN documentation for each household member. However, the HA may not deny assistance to a Mixed Family (see Section 1) due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.
5. Whose family size is such that, according to the Authority's occupancy standards (See Section 3), an appropriate size dwelling unit is available;
6. Who sign the required consent forms:
  - a. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, must sign one or more consent forms.
  - b. The consent form must contain, at a minimum, the following:

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- i. A provision authorizing HUD or the Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
- ii. A provision authorizing HUD or the Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- iii. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- iv. A statement that the authorization to release the information requested by the consent form expires no earlier than 40 months after the date the consent form is signed.

### **C. Grounds for Denial of Application (Screening for Suitability)**

In addition to the eligibility criteria, the Housing Authority is not required or obligated to house applicants who:

1. Have engaged in abusive, violent or threatening behavior directed toward a Housing Authority staff member. Applicants who have a history of such behavior will be denied application to the Authority's housing programs for a minimum period of 10 years.
2. Have, within the previous year, previously had their application for public housing denied due to failure to meet the suitability criteria. Applicants who have failed to meet these suitability criteria will be considered ineligible to reapply for housing assistance for one year from the date the previous application was denied.
3. Have or failed to provide, within the necessary time limits, the required verification to determine their eligibility and income/rent including required Social Security Verification for all household members as detailed in Section IV B.4.
4. Currently owe rent or other amounts to the Housing Authority or to another Housing Authority in connection with public housing or Section 8 programs.
5. Have a history of not meeting financial obligations, especially rent.
6. Lack the ability (with assistance) to maintain their housing in a decent, and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants.
7. Have committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information relating to their housing benefits.
8. Have misrepresented any material fact during the application process. If the Authority determines after an applicant has been housed that such misrepresentation has occurred, the Housing Authority will terminate the Family's Lease and, if applicable, charge retroactive rent.
9. Whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or

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the financial stability of the project. A record of any of the following may be sufficient cause for the Authority to deny eligibility:

- a. A record of non-payment of rightful obligations, including rent and utilities;
  - b. A record of disturbance of neighbors or destroying property;
  - c. A record of poor living or housekeeping habits which could adversely affect the health, safety, or welfare of other tenants;
  - d. A determination by the Housing Authority that the use of alcohol or drugs by an applicant would likely result in conduct that would adversely affect the project environment.
10. Have a history of conviction for criminal activity by any Family Member which would be judged by the Housing Authority to have an adverse effect on the health, safety, or welfare of Housing Authority residents or employees, or the physical environment or financial stability of the development. For example, a history involving **drug-related criminal activity, violent criminal activity** or **other criminal activity** (as defined in Section 1) will be considered cause for denial of housing assistance. The following is a list of how convictions for criminal activity will impact the Housing Authority's determination of applicant eligibility.
- a. A family Member who is bound to "lifetime registration" under any state sex offender registration program is **DENIED for LIFE from occupancy in any assisted housing development.**
  - b. A family member who has ever been convicted of manufacturing or producing methamphetamine (speed) in a Public Housing development or in a Section 8 assisted property. **These individuals are DENIED for LIFE from occupancy in any assisted housing development.**

While the above list is not all-inclusive, it provides insight to the type of convictions considered to have a direct adverse impact upon Housing Authority residents, units and communities. However, while a review of criminal history is an important tool in determining an individual's eligibility/suitability for program participation, a record of conviction may not automatically exclude an applicant from consideration. Except where federal regulations have imposed "life-time denials" of program eligibility (see above), prior to a final determination of program eligibility/suitability the Housing Authority will provide applicants an opportunity to present mitigating information that when taken into consideration may result in a determination that the applicant could be considered for tenancy.

11. Who have been evicted from public housing, Indian housing, Section 23, or any Section 8 housing program because of drug-related criminal activity involving the personal use or possession for personal use within the previous three years. Persons evicted from any of the listed federal housing programs are ineligible for admission to the Public Housing program for a period of three years, beginning on the date of such eviction.
- a. The Housing Authority may waive this requirement if:

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- The person demonstrates successful completion of a rehabilitation program approved by the Housing Authority, or;
  - The circumstances leading to the eviction no longer exist. For example, the individual involved in drug-related criminal activity no longer resides in the household because the person is incarcerated.
12. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
13. Have been illegally using a controlled substance, or, have given the Housing Authority reasonable cause to believe that their pattern of illegal use of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- a. The Housing Authority may waive this provision if the applicant demonstrates to the satisfaction of the Housing Authority that they no longer engage in the illegal use of a controlled substance and
    - has successfully completed a supervised drug rehabilitation program;
    - has otherwise been rehabilitated successfully; or,
    - is participating in a supervised drug rehabilitation program.
14. Have given the Housing Authority reasonable cause to believe that the applicant abuses alcohol, or has a pattern of alcohol abuse, which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- a. The Housing Authority may waive this provision if the applicant demonstrates to the satisfaction of the Housing Authority that they no longer engage in the abuse of alcohol and
    - has successfully completed a supervised alcohol treatment program;
    - has otherwise been rehabilitated successfully; or,
    - is participating in a supervised alcohol rehabilitation program.
15. Have a Household Member who has ever been evicted from public housing or terminated under the Section 8 Certificate/Voucher Program.

## **SECTION 5: DENIAL OF APPLICATION/INFORMAL REVIEW**

*Revised 02/12/2026*

### **A. Applicant Removal from Waiting List**

Any applicant whose name is subject to removal from the waiting list (due to failure to meet Housing Authority eligibility and/or suitability standards) will be notified by the Housing Authority, in writing, that they have 10 calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

If the applicant provides information to support a claim of mitigating circumstances, the Housing Authority will review the application and notify the applicant in writing of its determination regarding program eligibility and/or suitability.

### **B. Informal Review**

If the Housing Authority determines an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial (See Exhibit R). The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

### **C. Denial due to immigration status**

Families denied assistance as a result of their immigration status will be informed of their right to request an appeal of the results of the USCIS verification to the USCIS or request an Informal Hearing with the Housing Authority (in lieu/upon completion of the USCIS appeal). The notice will also inform the applicant:

1. Of the reason for the denial;
2. That they may be eligible for proration of assistance based on the number of family members with "eligible immigration status";
3. Of the time limits and procedures that must be followed when requesting an appeal to the USCIS or Housing Authority;
4. That assistance may not be delayed, denied or reduced until the conclusion of the USCIS appeal process, but, that assistance may be delayed while awaiting the outcome of the Housing Authority's Informal Hearing process.

## **D. Reasonable Accommodation**

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list(s) without impact to the date and time of their application.

## SECTION 6: TENANT SELECTION AND ASSIGNMENT PLAN

*Revised 02/12/2026*

Applicants will be placed on the waiting list of choice and sorted according to their assigned bedroom size, any claimed local preference (if applicable) and date and time of application. Unless special circumstances exist, as outlined in this section, applications will be selected from their respective waiting lists in order of priority and date and time of application. Families on site-based waiting lists who have demonstrated an urgent housing need, as defined below, will qualify for a local preference and will be offered housing assistance ahead of those applicants with no qualifying preference.

The HA will use generally accepted data sources in establishing local preferences consistent with 24 CFR 960.206. Any change in the HA local preferences will be made in accordance with the provisions of the MTW agreement and the annual plan, as applicable.

All applicants will be informed of and allowed to initially qualify for a local preference by claiming it on the Housing Authority's preference certification form. **Prior to actually being offered housing, all applicants will be required to document that a claimed local preference still exists (see Exhibit G for specific verification requirements).** Applicants who are unable to document qualification of a local preference when asked to do so, will be considered to have "no preference". Applicants who do not qualify for a local preference may be considered otherwise eligible for housing assistance, but receive assistance only after applicants who document qualification for a local preference.

Notwithstanding the above, applicants who are elderly, disabled, or displaced will be offered housing before other single persons (see 6.C.5).

### A. Order of Selection - Local Preferences

1. **LOCAL PREFERENCE:** Applicants who qualify under a category of **urgent housing need**, as established by the Housing Authority and shown below. Categories listed below are equally weighted - applicants will be selected according to the date and time of the application.
  - a) **Extremely Low-Income.** Applicants whose total household income is equal to or less than the higher of the Federal Poverty level or 30% of the Area Median Income for their household size.
  - b) **Involuntarily Displaced.** An applicant is or will be considered involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:
    - Displacement by disaster;
    - Displacement by government action;
    - Displacement by action of a housing owner;
    - Displacement by domestic violence (domestic violence is defined as actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household);
    - Displacement to avoid reprisals;

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- Displacement by hate crimes (hate crimes are actual or threatened physical violence of intimidation that is directed against a person or their property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status);
  - Displacement by inaccessibility of unit;
  - Displacement because of HUD disposition of a multifamily project.
- c) **Substandard Housing.** A family is living in substandard housing if they are living in housing that:
- Is dilapidated;
  - Does not have operable indoor plumbing;
  - Does not have a usable flush toilet inside the unit for the exclusive use of the family;
  - Does not have electricity, or has inadequate or unsafe electrical service;
  - Does not have a safe or adequate source of heat;
  - Should, but does not, have a kitchen;
  - Has been declared unfit for habitation by an agency or unit of government.
- d) **Rent Burdened.** A rent-burdened family is a family who is currently paying more than 50% of total family income for rent and utilities.
2. **OTHER APPLICANTS:** Applicants who are unable to document an urgent housing need will be assigned priority number 2. Such applicants will be selected from the waiting list according to the date and time of their application **only after** applications for households qualifying under a category of urgent need (as described above) have been exhausted.

### B. Executive Discretion Waiver

Applicants receiving a written waiver of the waiting list by the housing authority's executive director for urgent housing needs not meeting other preferences may receive housing assistance ahead of other applicants on the waiting list. Documentation of the reasons for such waiver will be included in the applicant's file.

### C. Income Targeting Requirements

The Housing Authority will adhere to the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income (extremely low-income families). To insure this requirement is met, the Housing Authority will quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, the Housing Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

## **D. Accessible Units**

Accessible units will be first offered to current tenants who have documented a need to transfer into an accessible unit. If there are no current tenants with this need, units will be offered within the local preferences to applicants who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants must, however, sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring a unit with an accessible feature applies. Any family required to transfer will be provided at least 30 days' advance notice before being required to move. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.

## **E. Non-Smoking and Smoke Free Buildings**

All Low Income Public housing properties are to be smoke free in compliance with the mandatory federal requirements. Residents, other household members, visitors and guests are not allowed to smoke within the common areas and hallways of these buildings, inside dwelling units, or, within any designated buffer zones surrounding the building exterior of public housing properties sites designated as Non-smoking or Smoke Free. Resident failure to adhere to non-smoking and smoke free restrictions established by the Housing Authority, or to ensure their household members, visitors and guests abide by the policy will be considered a violation of the Dwelling Lease and could be cause for termination of tenancy

## **F. Denial of Local Preference**

An applicant will be denied qualification for a local preference if the applicant is unable to adequately document their qualification for the claimed preference at the time of being offered housing assistance. If such verification cannot be provided, the applicant will be returned to the waiting list based on their original date and time of their application as an applicant who holds no qualified preference.

An applicant denied a preference will receive a prompt written notice giving a brief statement of the reasons for the denial and be given an opportunity to meet with the Regional Manager of the appropriate office to review the denial. This review will be limited only to the issue of whether the applicant meets the criteria for receiving a preference.

## **G. Offer and Rejection of Unit**

When the Housing Authority determines that a suitable unit has become available, the Housing Authority will offer the unit to the applicant at the top of the Site-based waiting list according to the selection criteria outlined in Section 6 above. The Housing Authority may contact an applicant by phone, mail, email or other electronic means to inform them of an available unit – including the location and anticipated day of availability. An applicant who does not respond to a unit offer will be removed from all waiting lists to which they have applied in accordance with Section 2.F of this policy.

In order to keep the waiting list active, the following policies will apply with respect to an applicant's acceptance or refusal of a unit offer:

- 1) Upon acceptance of a unit offer, an applicant will be removed from all site-based waiting lists to which they had also applied.
- 2) If in making the offer to the family, the Housing Authority skipped over other families on the waiting list in order to meet its deconcentration goal or offered the applicant any other deconcentration incentive and the applicant rejects the unit, the applicant will not lose their place on the waiting list and will not be otherwise penalized.
- 3) If the Housing Authority did not skip over other families on the waiting list to reach this applicant, did not offer any other deconcentration incentive and the applicant rejects an offered unit two (2) times without good cause, the applicant will be dropped (cancelled) from all waiting lists to which they have applied. If the family, rejects the unit with documented good cause (as defined below), will not lose their place on the waiting list.

## **H. Section Reserved**

### **I. Good Cause**

For purposes of determining whether an applicant's refusal of an offered apartment will affect the placement on the waiting list, Good Cause includes the following:

- 1) Reasons related to health, proximity to work, school and childcare (for those working or going to school); or,
- 2) Documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury.); or,
- 3) Refusal (turndown) of a zero-bedroom apartment (alcove unit) by a household that includes more than a single (one) individual;
- 4) Refusal by an applicant who has turned down an offered unit in order to continue participating in the transitional housing program from which they have not yet graduated.

Where it is determined that an applicant's basis for refusal of an offered apartment does not meet established **Good Cause** criteria, the applicant will be offered the right to an informal review of the decision to cancel their application for housing assistance (see Exhibit R).

### **J. Record Keeping of Unit Offers**

The Housing Authority will maintain records concerning the offer of dwelling units which shows the location and size of each unit offered; the name, family size, race/ethnicity and preference ranking of the applicant to whom the offer is made; the date of acceptance or rejection of the offer; and the reason(s) for the rejection of the offer and the action taken by the Authority with respect to the rejection.

### **K. Compliance and Monitoring**

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The Housing Authority is committed to a policy that ensures full compliance with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

In the administration of its waiting lists, the Housing Authority shall provide:

- 1) Full disclosure to applicants regarding the Site-based waiting list system and selection of the development in which to reside, including basic information about the available sites and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different types at each site.
- 2) For review and monitoring waiting lists, including the site-based waiting lists policy to determine if it is consistent with civil rights laws and certifications in a manner consistent with, but in lieu of the specific requirements of 24 CFR Part 903.

## **SECTION 7: LEASING OF DWELLING UNITS**

*Revised 02/12/2026*

A Dwelling Lease is to be entered into between the Housing Authority and each of its tenant families. The public housing Dwelling Lease will be in the form shown in Exhibit J to this policy will be kept current at all times, and is to reflect the Tenant Rent being charged and the conditions governing occupancy. Non-public housing over-income families who remain in occupancy under the option to pay the alternative non-public housing rent will be required to enter into a separate non-public housing dwelling lease as described in Section 11.L of this policy. Required terms and conditions of the non-public housing dwelling lease are described 24 CFR 960.509 and may differ from the standard public housing lease.

### **A. Execution of Dwelling Lease**

1. The Head of Household and Spouse, if any, are required to execute a Dwelling Lease in duplicate prior to actual admission. The copy will be given to the tenant and the original will be filed in the permanent record folder established for the Family. The Tenant will also be provided with a copy of the Grievance Procedure and a Request for Reasonable Accommodation form.
2. If, through any cause, the signer of the Dwelling Lease ceases to be the Head of Household, the lease is to be voided and a new Dwelling Lease executed and signed by the new Head of Household of the Family, provided the Family is eligible for continued occupancy.
3. If a tenant Family transfers to a different dwelling in the same or another public housing development operated by the Housing Authority, the existing lease is to be canceled and a new lease executed by the Head of Household and the Housing Authority for the dwelling into which the Family is to move.
4. If, at any time during the tenant's occupancy of the dwelling, any change in the tenant's income, composition, or Family size results in a change in the Tenant Rent shown on the Dwelling Lease, the tenant will be required to sign a new Dwelling Lease, or Rider to the Dwelling Lease, showing the revised Tenant Rent. Tenant will also be required to sign a new Dwelling Lease, or Rider to the Dwelling Lease, in the event of a change in Tenant Rent due to a change in the Utility Allowance applicable to tenant's unit, or change in federal law concerning calculation of Tenant Rent. All copies of leases are to be dated and signed by the Head of Household of the tenant's Family and the authorized Housing Authority staff member.
5. If the Housing Authority desires to change, amend, or waive any provision of the lease with respect to any particular tenant, an appropriate rider is to be prepared and made a part of the existing lease, and future leases, so long as the rider applies to the particular tenant. All copies of riders are to be dated and signed by the Head of Household of the tenant's Family and the authorized Housing Authority staff member.
6. In the event two or more single elderly persons or persons with disabilities reside in the same dwelling unit (See Section 1), a separate Dwelling Lease may be executed with each individual.

## **B. Use of the Dwelling Unit**

The Tenant will use the dwelling unit exclusively as a private dwelling and only residence by the Tenant and family, composed exclusively of the household members listed on the Dwelling Lease (or the household members listed on the applicable Rider to the Dwelling Lease). Requests for additions to the household members, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by the Housing Authority. Approval for residency of live-in attendants and foster children will not be unreasonably withheld by the Housing Authority.

Use of the premises for operation of a Housing Authority approved resident operated in-home childcare center (which is incidental to the primary use of the unit for residence by members of the family), may be approved by the Housing Authority in accordance with the HA's Childcare Implementation Plan (See Exhibit N).

## **C. Term of the Lease**

Each lease entered into under the Public Housing program shall have a term of 12 months. Except as indicated in Section 7.C.1 below, the 12-month term shall begin on the 1st day of the month following the date of initial right of occupancy by the Tenant and shall be renewable in accordance with the terms outlined therein.

For Public Housing units operating under a mixed finance development agreement, as necessary to ensure program compliance of the alternate funding source (i.e. compliance under the LIHTC program), the initial 12 month term shall begin on the 1st day of the month in which the tenant has the right to occupy the unit and shall be renewable in accordance with the terms outlined therein.

## **SECTION 8: VERIFICATION AND DOCUMENTATION OF DATA APPLICATIONS, HOUSINGS, AND RECERTIFICATIONS**

*Revised 02/12/2026*

### **A. General Guidelines**

In order to carry out the Housing Authority's responsibility to assure that income information provided is complete and accurate and to verify that eligibility, preference, admission, and benefit level determinations have been made properly, all factors affecting eligibility and tenant payment must be verified. This requirement is a condition of admission to, or continued occupancy of, any assisted housing unit. Failure to provide the required verification within the stated time limits will be considered sufficient grounds for canceling an application or termination of a Family's Lease. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

Up-front HUD's Enterprise Income Verification (EIV) system will be used when possible to verify tenant income reported in connection with recertification and interim reviews completed as outlined in this ACOP. Whenever there is a substantial difference between the tenant-provided information and the information obtained using EIV (\$200 per month, \$2400 annually), or when EIV system information is not available or is disputed, third party or other verification, including other databases that maintain income information in computerized form will be obtained as described below and in Exhibit G.

EIV will not be used at the time of initial housing or to determine applicant eligibility. EIV will be checked within 120 days of resident's move-in date to verify income information. A copy of this report will be placed in the resident file. For these purposes, third party (independent) verification will be used whenever possible since it provides the most reliable data. The third party must be able to properly verify the statements of the Family. Third party written verification will normally be required, and other forms of third-party verification used only if the Family's file clearly indicates that third party written verification was impossible to obtain.

To facilitate the obtaining of verification of information as may be deemed necessary by the Authority, the Head of Household and any other member of the Family over the age of 18 will be required to sign a Release of information ("Authorization") form at the time of application, selection for housing, and each Annual Recertification. Refusal to sign the "Authorization" form will be sufficient cause to declare an applicant ineligible or terminate the assistance of a Tenant.

In situations where an applicant or Tenant reports income that appears to be less than adequate for the Family's needs, or if the Family appears to be eligible for income that is not reported (i.e., public assistance; unemployment compensation; child support; etc.), the absence of such income must be verified by the family.

All verifications will be placed in the Family's file unless disposed of in accordance with the HA's approved disposition of records policy. (See Exhibit S for more information).

## **B. Effective Term of Verifications**

For initial housings, recertifications and interim recalculations, all verifications will be considered valid if dated by the third party no later than 180 days prior to the effective date of the action – unless a change in income and/or other information is reported or believed to have occurred within the 180-day period. Re-verification of factors reported or believed to have changed within the 180-day period will be obtained prior to the effective date of the action. (Note: Exceptions to the 180-day period may be made by SWHA as noted in Section 8.D below.)

When completing an interim review, only factors reported to have changed since the last review must be re-verified and updated. Reverification of factors that have not been reported to have changed is not required, even if the documentation is more than 180 days old.

Notwithstanding the above, where the Housing Authority has combined the use of Public Housing funds with funding from other providers (i.e. funding under the Low Income Housing Tax Credit program), documentation of data required as part of any Initial or Annual Certification review will be made in compliance with the program rules and regulations found to be most stringent when the review is completed.

## **C. Methods of Verification -- In Order of Acceptability**

### **1. Up-front Income Verification through EIV or other sources.**

The EIV system will be used to verify and validate income amounts reported by the Tenant. **EIV will be checked within 120 days of a resident's move-in date to verify income information. A copy of this report will be placed in the resident file.** Unreported income revealed by EIV or any discrepancy of \$200 or more per month (\$2,400 per year) must be verified using the hierarchy listed below. If a Tenant disputes an amount obtained through EIV, they have the right to meet with the Housing Authority to discuss the information. However, federal regulations prohibit the disclosure of EIV data to any third party. Only the individual for whom the record pertains may view the data, except in the case of a minor for whom the parent or guardian may view the data. If a meeting is requested, the Tenant must obtain documentation of the data using the hierarchy below of the disputed amount prior to the meeting rather than using the information obtained through EIV.

### **2. Third Party Written**

Third party written verifications (transmitted through the mail) must be used unless the file clearly documents why this was impossible and one of the other methods of verification is used.

### **3. Third Party Oral**

Third party oral verification (properly documented direct contact with a reliable source) can be by phone or in person by staff. Proper documentation includes: date and time of contact; name and source of the information; staff name; and concise summary of the information.

### **4. Review of Documents**

When third party verification cannot be obtained, documents supporting the applicant's/participant's statements may be reviewed or photocopied, except where prohibited by law (i.e., government checks), and the staff member reviewing the documents must prepare a summary of the appropriate facts of such documents and sign and date the form if a photocopy cannot be obtained.

**5. Notarized Statement or Signed Affidavit**

A notarized statement or signed affidavit is the least acceptable form of verification and can only be used if the file is clearly documented as to why other source(s) were not available. This form of verification cannot be used for the convenience of the applicant/tenant nor in a situation where an applicant/tenant claims to be unable to remember necessary information.

**D. Exceptions to Verification Procedures**

**1. Program Transfers**

For transfers completed under the Housing Authority's MTW-approved Transfer Policy involving a move to/from a Public Housing or Project-based unit, KCHA may use income verification from the most recent recertification (interim, update, or full) provided the review no more than 12 months old. In such cases, the household's next scheduled review date will be reset to coordinate with the "move-in" date registered for the new program/unit and the client will undergo a FULL recertification at the end of the initial 12-month cycle.

**E. Specific Forms of Verification**

For more specific guidelines on verification requirements for income, assets, family composition, preferences, Social Security Numbers, immigration status, etc., see Exhibit G.

## **SECTION 9: DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

*Revised 02/12/2026*

### **A. FAMILY CHOICE**

At admission and each year in preparation for their annual reexamination, each family will be given the choice of having their rent determined under the income based formula rent method or having their rent set at the flat rent amount. See Section 11.L regarding additional rent recertification requirements applicable to over-income and non-public housing over-income households.

### **B. THE FLAT RENT**

The Housing Authority has set a flat rent for each public housing unit. The flat rent is based on 80% Fair Market Rents (FMR) for the Housing Authority's service area as determined annually by HUD. The amount of the flat rent will be adjusted annually based on changes to the HUD published Fair Market Rent. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 10).

The Housing Authority's flat rents are posted at each of the developments and at the central office and are incorporated in this policy in Exhibit D.

For families choosing the FLAT RENT option, the rent will be the Flat Rent (for their bedroom size) less the Utility Allowance.

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

### **C. THE INCOME BASED FORMULA RENT METHOD**

The total tenant payment is equal to the highest of:

1. 10% of monthly income;
2. 30% of adjusted monthly income;
3. The welfare rent;

4. The Minimum Rent of \$25, established by the Housing Authority.

The family will pay the greater the amounts above.

## **D. MINIMUM RENT**

The Housing Authority has set the minimum Total Tenant Payment at \$25. However if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is waiting an eligibility determination for a federal, state, or local assistance program; including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
3. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the rest of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

## **E. RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Housing Authority will grant each family a period of six months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

See Exhibit K, Section IV for information on determining Prorated Assistance for eligible Mixed Family households.

## **F. UTILITY ALLOWANCE**

The Housing Authority will establish a utility allowance, or Energy Assistance Supplement, for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the amount, the Housing Authority will review changes anticipated due to modernization (weatherization efforts, installation of energy efficient appliances, etc.). Amounts will be evaluated annually and adjusted when review indicates the impact of rate changes, together with projected consumption (due to modernization or conservation measures implemented by SWHA), result in a cumulative change of 10% or more since the last revision of allowances. In such cases, revisions will be effective no later than 90 days following the Agency's determination that change is warranted.

Established amounts will be subtracted from the family's TTP, as defined in this policy, to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. Any utility cost incurred by the household above the energy supplement provided by SWHA is the responsibility of the tenant. Any savings resulting from actual charges below the amount of the allowance belongs to the tenant. If the Utility allowance is

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greater than the Tenant's total tenant payment, the Housing Authority will provide utility reimbursement to the Family.

Families with unusually high utility costs are encouraged to contact the Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

No Utility Allowance is provided to a Non-public housing over-income household for whom the alternative minimum rent applies.

## **SECTION 10: RECERTIFICATION**

*Revised 02/12/2026*

### **A. GENERAL GUIDELINES FOR ANNUAL RECERTIFICATION**

The Housing Authority will periodically review and verify a family's household income, deductions and composition in order to determine continued eligibility for program participation and to calculate the family's share of rent. The frequency of the scheduled recertification is determined by the rent calculation method (Income-based or Flat Rent programs) assigned to the family's household. As described elsewhere in this ACOP, recertification is completed once every three (3) years for Flat Rent households; and every year for Income-based Rent households. More frequent reviews may be conducted for residents of properties operated under the Low Income Housing Tax Credit (LIHTC) or similar program or when families transfer within the program or to another subsidy program (see Section 10.C and 10.D below). See Section 11.L regarding certification requirements specific to over-income and non-public housing over-income households.

### **B. RECERTIFICATION PROCESS**

The information gathered at the recertification includes the minimum necessary to certify the household's continued eligibility for program participation and proper assignment of unit size. The Housing Authority will send a recertification letter annually to each family letting them know that it is time for their annual reexamination. The letter will inform the household of the option to select either the flat rent or income-based rent method and, for current income-based household's schedule an appointment to review and/or submit needed information. Any forms the for the family to complete in preparation for the review appointment will be included with the annual review letter.

Families who think they may want to switch from a flat rent to an Income-based rent, should request an appointment with Housing Management staff. At the appointment, the family can make their final decision regarding which rent method they will choose.

A family who needs to reschedule their review meeting will be instructed to contact their Area Management Office for assistance. A family who needs to make alternate arrangements due to a disability may also contact staff to request a reasonable accommodation.

In addition to completing an annual review of income may also include an annual inspection of the unit. When the Housing Authority's review results in a determination that the family composition requires a transfer to a different bedroom size unit, the family's name will be placed on the transfer list.

As a general rule, the Annual Review process will begin 90–120 days in advance of the scheduled reexamination date so that the Family can be given reasonable notice of any changes. The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's Total Tenant Payment (TTP). Where appropriate, the Authority will use

the same procedures for obtaining, verifying, and calculating information that were used at admission and will compare the information the Family reports to the Family's most recent recertification and to information available through HUD's EIV system to identify any discrepancies. In addition, the Annual Reexamination will be used to determine whether the family is in compliance with the Community Service Requirement (see Section 11).

If not previously verified, all household members must also provide the required Social Security number documentation (or certification) at the time of the Annual Review. Additionally, all family members who have not previously provided evidence of citizenship or eligible immigration status (i.e. family members added to the lease since the last annual review) will be required to do so at the time of the Annual Review.

Upon receipt of verification, the Housing Authority will determine the family's annual income and will calculate the rent as outlined in this ACOP.

- 1) If the Family fails or refuses to provide the information needed (information that the Authority determines the Family is capable of supplying) within the required time limits, the Authority will terminate the family from the program.
- 2) Once rent is established at the Annual Review, the rental rate will remain in effect until the next Annual Review or until circumstances occur that qualify for an Interim or Special Review. See Section 11.L regarding certification requirements specific to over-income and non-public housing over-income households.

## **C. FLAT RENT METHOD**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- a. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- b. The amount of the rent.
- c. A fact sheet about income-based formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- d. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo, except for the Annual Unit Inspection and compliance with Community Work Requirement.
- e. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- f. The dates upon which the Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

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- g. The name and phone number of an individual to call to get additional information concerning flat rents.
- h. A certification for the family to sign accepting or declining the flat rent.

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

### **D. THE INCOME-BASED FORMULA METHOD**

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

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

The total tenant payment is equal to the highest of:

- a. 10% of monthly income;
- b. 30% of adjusted monthly income;
- c. The welfare rent; or,
- d. The Minimum rent of \$25.00 established by the Housing Authority.

The family's TTP will be the greater of the amounts above. As outlined in this policy, the monthly Tenant Rent payable by the family is determined by subtracting the established Utility Allowance from the TTP.

### **E. EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with 30 days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. (The family's Annual Recertification date will not change as a result of such a delay in implementation of the increased rent.) If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

Annual Review date will not change as a result of such a delay in implementation of the decreased rent.)

## **F. GENERAL GUIDELINES FOR SPECIAL RECERTIFICATION FOR INCOME-BASED RENT TENANTS**

If at the time of the Annual Review (or Admission), it is not possible to make an estimate of Adjusted Income for the next 12-month period with any degree of accuracy because of no current income, or, unstable past income patterns, the Authority will determine current rent based on available income data and annualize this amount. A Special Review will then be scheduled every 60 days until the income stabilizes and an annual income can be determined. This process will be continued, if necessary, up to the Family's Annual Review, until such time as a reasonable estimate of Adjusted Income can be made.

If income has changed at the time of any Special Review, the rate of income will again be projected for a 12-month period and rent charged accordingly.

If at any time the Family reports it has zero income, Special Reviews will be scheduled at intervals not to exceed every three months until such time as a stable source of income is reported. If a Family is eligible for certain sources of income but claims they do not have any income, the Family will be required to document that they are not receiving income to which they are entitled. A Family reporting no income will also be required to submit a monthly budget (Form 409) to the Authority.

## **G. PROCESSING INTERIM REVIEW AND SPECIAL REVIEWS FOR INCOME-BASED RENT TENANTS**

1. Reporting of Changes - Families will be required to report changes in household composition and housing (Family) income in the following manner:
  - a. Changes must be reported in writing;
  - b. Must be received by the Housing Authority within 30 days of the occurrence.

Failure to properly report any change is cause for termination of tenancy or housing assistance payments and, if applicable, will require a retroactive rent charge.

2. Changes Qualifying for an Interim Review – An interim review will be conducted for reported changes in income or family composition in the following situations:
  - a. **Decrease** in income, except when welfare assistance has been terminated for fraud or failure to meet the requirement to participate in an economic self-sufficiency program or work activity;  
Increase in deductions;
  - b. Changes affecting family composition;
  - c. Receipt of lump sum payments due to a delayed start of a periodic payment (excluding payments from Social Security or SSI);

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- d. Increase in income for families on Credit Rent or for those who have previously reported zero income;
- e. Errors/misrepresentation/fraud;
- f. Any change resulting in an increase in tenant rent when the previous interim review resulted in a decrease in tenant rent.

**EXCEPTION:** *An Interim Review to reduce rent will not be conducted for changes occurring within the last three (3) months of a family's certification period.*

- 3. Processing of Reported Changes - upon receipt of the reported information, the changes will be processed in the following manner:
  - a. If the change qualifies for an interim review, the Authority will:
    - i. Verify and update those factors reported to have changed since the last review. Reverification of factors that have not been reported to have changed is not required, even if the documentation is more than 180 days old. Notify the tenant within 14 business days that the review will be conducted.
    - ii. Always give the tenant 30 days' written notice of a rent increase.
  - b. If the change does not qualify for an interim review, the Authority will notify the tenant within 14 business days that the review will not be conducted.
  - c. Whenever there is evidence that additional changes to income or composition will occur as a result of the reported changes, the Housing Authority reserves the right to delay processing an interim review for a period not to exceed 30 days.
- 4. Effective Date of Rent Charges/Retroactive Charges
  - a. Increased Tenant Rent
    - i. If the change has been reported as required, the increased rent will be effective the first day of the third (3<sup>rd</sup>) month following the month in which the change in family income or composition occurred.
    - ii. If the change has been reported as required, and the processing of the interim review is delayed due to the fault of the Housing Authority, the rent increase will be effective the first of the month 30 days following the processed change.
    - iii. If the change has not been reported as required, or if the tenant fails to provide the required information, the family will be determined to have caused an unreasonable delay in the interim review process. The rent will be increased the first of the month 30 days following the processed change. However, the effective date of the increase will be the first of the month following the date the change occurred. Any money due the Housing Authority as a result of the difference between the date the rent was increased and the effective date of the increase will be charged to the tenant as retroactive rent.
  - b. Decreased Tenant Rent

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- iv. Properly reported changes received ON OR BEFORE the 22<sup>nd</sup> day of the month: a decrease in tenant rent shall be effective the first day of the month following the month in which the change was reported.
- v. Properly reported changes received AFTER the 22<sup>nd</sup> day of the month: a decrease in rent shall be effective the first day of the second month following the month in which the change was reported

Improperly reported changes (Changes not reported within 30 days as required): a decrease in tenant rent shall be effective the first day of the second month following the date in which the change was reported. However, no downward rent adjustments shall be processed until all facts have been verified, even if a retroactive adjustment results.

### c. Discovery of Errors

If an error in rent is revealed at any time, the Authority will make adjustments to correct the error as follows:

- i. If the error was due to misrepresentation/fraud (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an *increased* tenant rent, such rent will be retroactive to the first month following the date the misrepresentation occurred. Unless otherwise agreed to by the Authority, all retroactive rent charges will be payable the first day of the month following determination of the charge.
  - ii. If the error was the fault of the tenant and corrective action results in decreased tenant rent, such decrease will be effective the first day of the month following the date when the error was discovered.
  - iii. If the error was not the fault of the tenant and corrective action results in increased rent, such rent will be effective the first day of the second month following the date the error was discovered.
  - iv. If the error was not the fault of the tenant and corrective action results in decreased tenant rent, the change in rent will be made retroactive to the effective date the error was made, and the tenant will be reimbursed accordingly. Where possible, reimbursement will be completed by crediting the tenant's account for the overpayment. Otherwise, the HA will issue a check to the tenant following completion of the corrective action.
- d. Over-income and non-public housing over-income households: interim reviews will be completed when required by HUD regulations as detailed in Section 11.L of this ACOP.

## H. RETROACTIVE RENT COLLECTION PROCEDURES

If the Housing Authority allows a person who owes back rent to remain on the program, a written repayment agreement may be offered, at the sole discretion of the Housing Authority, and will be calculated in the following manner:

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1. For retroactive amounts accrued in 12 months or less, repayment will be made in a time period not to exceed the number of months it took to accrue the balance.
2. For retroactive amounts whose accrual time is longer than 12 months, repayment will be made in a time period not to exceed 12 months.

The Housing Authority retains the right to begin eviction procedures against a tenant who misses a payment or refuses to sign a retroactive rent agreement.

In the case of a vacated or evicted Public Housing participant owing retroactive rent amounts, a repayment agreement must be signed with the Housing Authority within 30 days of the date of the vacate. The repayment agreement will not exceed six months. If an agreement is not executed within 30 days, all amounts owing will be sent to a collection agency.

### **I. ADDITION OR REMOVAL OF FAMILY MEMBERS**

Whenever additional members are being added to the household, written permission must be obtained (in advance) from the Authority. A person being added must meet the Authority's eligibility requirements and standards prior to being added to the household. The same standards of eligibility and tenant suitability that the Authority uses for applicants will be used in evaluating a person who is joining a Family already in occupancy.

The Housing Authority will have the sole discretion which members of an assisted family will continue to receive assistance in the program if the family breaks up. It is the general policy of the Authority to provide assistance to the family members remaining in the unit unless it is determined that the family member(s) remaining in the unit is the abuser in a situation of domestic violence. In each case, the Housing Authority will review the interests of minor children, ill, or elderly persons, or persons with disabilities prior to making its determination. If the local Superior court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the Housing Authority will be bound by the court's determination concerning which family members continue to receive assistance in the program.

## SECTION 11: CONTINUED OCCUPANCY ISSUES

*Revised 06/14/2023*

### A. COMMUNITY SERVICE REQUIREMENT

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program for a minimum eight hours per month (see definitions in Section 2). The hours may be provided flexibly (including a combination of community service and economic self-sufficiency activities) so long as the hours total 96 hours per year.

1. **Exemptions.** The following adult family members of tenant families are exempt from this requirement if satisfactory documentation is provided of exemption status:
  - a. Family members aged 17 and under or 62 and older;
    - Existing tenant file information will be accepted for age exemptions.
  - b. Family members who are blind or disabled and who self-certify that, because of the disabling condition, they are unable to comply with the community service requirement;
    - Existing file information will be accepted as evidence of a disability and disabled individuals will be allowed to self-certify that they cannot perform community service or self-sufficiency activities.
  - c. Family members who are the primary care giver for someone who is blind or disabled within the resident's family;
    - Existing file information will be accepted (such as HA prior approval to serve the role of an Attendant/Live-in Aide) for exemption as a primary care giver for a disabled or blind family member. If such information is not available, families will be given the opportunity to provide medical verification, which establishes that an individual is such a primary care giver.
  - d. Family members who are exempt from work activity under Part A, Title IV of the Social Security Act or under any Washington State welfare program, including the state's TANF program;
    - For example, under TANF, exemptions and or deferrals from regular Work First participation requirements can be allowed for parents with a child three months old or younger, or older persons (55 years old or older) caring for their relative's children.
    - The HA will request and accept verification from TANF for an exemption under this category.

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- e. Family members receiving assistance under a state program funded under part A, Title IV of the Social Security Act or under any Washington State welfare program, including the TANF program and who are in compliance with that program.
  - The HA will request verification from TANF that a family is receiving TANF assistance without sanction for a non-compliance with a work activity requirement.
- f. Family members engaged in a Work Activity (as defined in Section 2 below) for a total of at least 8 hours a week.

2. **Self-sufficiency Programs/Community Service Volunteer Opportunities/Work Activities**

**Economic Self-sufficiency Program:** A program that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment.)

**Community Service Program:** Includes performing work or duties in the public benefit that serve to improve the quality of life or enhance resident self-sufficiency, or increase the self-responsibility of the resident within the community. Community service is not considered employment and may not include political activities. No community service or self-sufficiency activity can replace work ordinarily performed by HA employees.

**Work Activities:**

*For single person families or families with children with a single parent, or single adults within families, an individual working or engaged in “work activities” for not fewer than 8 hours per week will be exempted from the Community Service requirement.*

*For two-parent families, either individual parent who is working or engaged in “work-activities” for not fewer than 8 hours per week will be exempted from the Community Service. Further, both parents will be exempted if one of them is working or engaged in “work activities” for no less than 35 hours per week.*

*Work Activities* are defined as the following:

- a. Employment (subsidized or unsubsidized employment, in either the public or the private sector);
- b. On-the-job training;
- c. Job search and job readiness assistance;
- d. Community service programs;

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- e. Vocational educational training (not to exceed 12 months);
- f. The provision of childcare services to an individual who is participating in a community service program;
- g. Job skills training directly related to employment;
- h. Education directly related to employment, in the case of a resident who has not received a high school diploma or a GED;
- i. Satisfactory attendance at secondary school or in a course of study leading to a GED, in the case of a resident who has not completed secondary school or received a GED.

### 3. Process for Implementing Community Service Requirement

At all initial housings beginning on July 1, 2001 during all annual reviews beginning on July 1, 2001 and during each annual reexamination thereafter, the Housing Authority will do the following:

- a. Provide written information to each family explaining the Community Service requirement and providing the family the opportunity to claim an exemption.
- b. Review all claimed exemptions, and supporting documentation, and approve or deny exemption requests.
- c. For those required to perform Community Service:
  - Provide the opportunity to identify any current activities they are already engaged in that may qualify as Community Service or economic self-sufficiency activities;
  - Provide additional written guidance on lists of acceptable activities along with ways to contact various groups for potential volunteer opportunities;
- d. Provide a timesheet/certification form to the family members, with instructions indicating how the form is to be completed and how it needs to be signed by a third party supervisor. This documentation will be used by the HA to verify their annual review.
- e. Where necessary, refer family members to a coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities.
- f. At least 30 days before the families next lease anniversary date, the Housing Authority will review the family's hours and verifications and make a determination as to whether the family is in compliance with the Community Service requirement. Time sheets/certification forms verifying hours must be signed by third parties representing entities for which the community service has been provided. Self-certification will not be acceptable. At this time, the family will also be provided the opportunity to claim any change in their exemption status.

**4. Non-Compliance With Community Service Requirement**

**a. Notice of Non-compliance**

The Housing Authority will provide written notification of the following to a family found to be in non-compliance:

1. Identification of the family member(s) determined to be in non-compliance;
2. The reason for the determination (such as insufficient hours, or participating in a ineligible activity);
3. That, unless the Tenant and the non-compliant family member(s) enter into an agreement to comply, or provide documentation that the non-compliant family member is no longer living in the unit, the lease will not be renewed at the end of the 12 month lease term;
4. That the determination is subject to the HA's grievance procedure.

**b. Opportunity For Cure**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement will state that the family member(s) agrees to enter into an economic self-sufficiency program or participate in community service for as many hours as were required for compliance over the past 12-month period. The cure will occur over the 12-month period beginning with the date of the agreement and the resident will, at the same time, comply with the current year's community service requirement. The first hours the resident documents each month will be applied toward the current year's commitment. Additional hours documented by the resident each month will be applied toward the number of hours required for compliance during the previous 12-month period.

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three hours after three months, the Housing Authority will take action to terminate the lease.

**B. TERMINATION OF TENANCY/DWELLING LEASE MODIFICATIONS**

**1. Modifications of lease Terms**

The Housing Authority may modify the Lease at any time during the lease term by following the federal requirements of proper notice to tenants and resident organizations and consideration of

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any comments by them. The Housing Authority may terminate a tenancy if a tenant refuses to accept a revision to the Lease after being given at least 60 days' notice of its proposed effect and being allowed a reasonable time to respond to the offer.

### 2. Termination by Tenant

The tenant may terminate the lease at any time upon submitting a 15-day written notice. The tenant will be liable for rent up to the end of the 15 days for which notice was required or to the date the unit was re-rented, whichever date came first.

### 3. Termination by the Housing Authority for Serious or Repeated Violations

The Housing Authority may terminate the lease at any time for serious or repeated violations of the Dwelling Lease (see Exhibit J). Termination of Tenant's occupancy due to lease violations will be carried out in accordance with provisions contained in the Dwelling Lease as well as the Housing Authority's Grievance Procedure (see Exhibit I.). Such violations include, but are not limited to the following:

- a. Engaging in or threatening abusive or violent behavior towards any Housing Authority staff, contractors, or residents, including any harassment in violation of the Fair Housing Act or any other civil or criminal code (See Section 11.C);
- b. Nonpayment of rent or other charges;
- c. A history of late rental payments (chronic rent delinquency which is defined as four times or more in a 12-month period);
- d. Failure to sign and submit consent forms for obtaining information as required by program regulations;
- e. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent, including failure to receive advanced housing Authority approval before adding any other person as a member of the household;
- f. Failure to properly report to the Housing Authority a letter or notice received from HUD (or to respond to Housing Authority contact) as part of HUD's Computer Income Matching program within the time limits specified by the notice/letter or subsequent failure to provide verification necessary to explain any income discrepancy;
- g. Failure to allow inspection or repairs of the dwelling unit (after receiving reasonable notice);
- h. Failure to maintain the unit in a safe and sanitary manner;
- i. Assignment or subletting of the premises or being absent from the unit in violation of the Housing Authority's policy (See Section 11.G);

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- j. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses which are incidental to the primary use of the unit for residence by members of the family), or failure to ensure that the unit is the family's only residence;
- k. Engaging in a pattern of disturbance of neighbors;
- l. Abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- m. Engaging in a pattern of destruction of property, or living or housekeeping habits resulting in damage to the unit or premises;
- n. Engaging in acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- o. Any criminal activity by any household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety, or right to personal enjoyment of the public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises. This includes, but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority;
- p. Commitment of fraud, bribery, or any other corruption in connection with the housing program, including the intentional misrepresentation of information related to housing benefits;
- q. Non-compliance with the Non-Citizen Rule requirements;
- r. Permitting persons not on the lease to reside in the unit more than 14 days in a three-month period each without the prior written approval of the Housing Authority;
- s. Failure to be in compliance with the Community Service Requirement or an approved Agreement to Cure;
- t. Failure to move after being required to move by the Housing Authority (due to such reasons as the unit being overcrowded or the family being under-housed, or for unit capital repair reasons); and for,
- u. Failure to abide by non-smoking or smoke-free policies established at designated buildings.
- v. Other good cause.

The Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

#### **4. Eligibility for Lease Renewal at Annual Review**

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At the time of Annual Review there are to be eligible for lease renewal for the same lease term only those tenants:

- a. Who qualify as a Family (See Section 1). A Person with Disabilities who no longer is able to provide documentation of their disability will be eligible to remain in housing; however, the family will no longer be considered a Disabled Family for purposes of calculating total income and allowances.
- b. Whose family members qualify as citizens, nationals, or as noncitizens who have eligible immigration status.
  - i. Families in which one or more members are determined ineligible may have the option of receiving prorated or continued housing assistance, or be eligible to defer their termination (see Exhibit K).
- c. Who conform to the Housing Authority's occupancy standards set forth in Section 3).
- d. Who are in compliance with the Community Service Requirement or an approved Agreement to Cure.

## C. TENANT ON TENANT HARASSMENT POLICY

### 1. General Policy

It is the policy of the HA that harassment or intimidation of a tenant, staff person, or guest because of that person's race, color, national or ethnic origin, religion, sex, disability, familial status, marital status, parental status, or sexual orientation violates fair housing laws and the Dwelling Lease and will not be tolerated. Discriminatory harassment or intimidation, including abusive, foul, or threatening language or behavior, is specifically prohibited.

The HA expects all staff to model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation. Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a tenant must take it seriously and respond promptly according to the procedures outlined in this policy.

### 2. Procedures

HA staff that observe any situations that could be an emergency, such as a threat of bodily harm, must call 911 immediately.

When a tenant complains of discriminatory harassment, HA staff will inform the tenant that the HA takes the complaint seriously and will be looking into the matter.

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A prompt investigation must be conducted to determine whether a violation of this policy has occurred based on all facts and circumstances, the nature of the allegation, and the context in which the alleged incidents occurred.

- a. When discussing the allegations with the alleged harasser, the tenant must be informed that harassment is not tolerated and that the HA will be investigating the allegation.
- b. All information gathered must be documented.

If HA staff is unable to verify a violation of the policy following the investigation:

- a. The complaint will be documented and results of the investigation placed in both the complaining parties and alleged harasser's files.
  - b. Each individual alleged to have engaged in discriminatory harassment must be reminded about the HA's serious commitment to a housing environment free of harassment and that retaliation against the complaining party will not be tolerated.
  - c. Both parties must be informed in writing of the outcome of the investigation.
- a. If the investigation supports a violation of this policy: The complaint and results of the investigation are to be documented in both the complaining parties and alleged harasser's files.
  - b. HA staff will treat the incident as a serious lease violation and proceed with progressive disciplinary action up to and including eviction if necessary for ongoing or serious violations:  
For example, if the allegation involves an isolated incident of a single derogatory statement, it may be appropriate to issue a 10-day warning notice to comply with a stern written warning that additional incidents could result in termination of tenancy. On the other hand, if the allegation involves a single incident of highly offensive language with threats, it may be appropriate to proceed with an eviction action. In the latter case, if threats are made to the physical safety of any person, HA staff should consult promptly with the Director of Housing Management.
  - c. The complaining party will be informed of the results of the investigation and the actions taken.
  - d. All parties must be reminded that retaliation against the complaining party or others involved in the investigation will not be tolerated and will be dealt with in the same manner as the original allegation of discriminatory harassment under this policy.

### 3. Retaliation

Retaliation by a tenant or HA staff against any tenant complaining of harassment will not be tolerated.

The Area Manager must monitor the situation for retaliation against any person involved in the filing or investigation of a complaint of discriminatory harassment or intimidation.

## **D. RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING TENANT INCOME DISCREPANCIES**

1. If a public housing resident receives a letter or notice from HUD (under HUD's Computer Income Matching program) concerning the amount or verification of family income, the letter will be brought to the person responsible for income verification within the time limits specified in the correspondence.
2. If the public housing tenant fails to come forward, as requested by HUD, the Housing Authority will follow HUD guidelines established to ensure timely resolution of the reported income discrepancy.
3. The Area Management Office will reconcile any difference between the amount of family income reported by the resident and the amount of income listed in the HUD communication. This will be done as promptly as possible.
4. After the reconciliation is complete, the Housing Authority will adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five days of the month and then the new rent will take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Sedro-Woolley Housing Authority will 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.
5. If the resident fails to respond to HUD's or the Housing Authority requests for notification/clarification of the amount of family income the family will be determined to be in non-compliance with their dwelling lease.

## **E. INSPECTIONS**

1. **Types of Inspection**
  - a. **Move-In Inspection**

An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, including all equipment provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative

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will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under state law. The resident's security deposit can be used to offset against any Housing Authority damages to the unit.

### b. **Annual Inspections**

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

In addition, this inspection will be used to ensure that the Tenant is maintaining the unit in a safe and sanitary manner. Special Inspections may be scheduled if the inspection results in a determination that closer monitoring of the Tenant's housekeeping standards and upkeep of the unit is needed.

### c. **Preventative Maintenance Inspections**

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

### d. **Emergency Inspections**

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

### e. **Pre-Move-Out Inspections**

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

### f. **Move-Out Inspections**

After the tenant has vacated and returned keys to the unit, the Housing Authority will conduct an inspection to assess the condition of the unit and to determine responsibility for any needed repairs. The Tenant will be encouraged, whenever possible, to be present for the move-out inspection by arranging the date and time for the inspection with their Area Office. The move-out inspection becomes the basis for any claims for damage and repair that may be assessed against the security deposit.

**g. Special Inspections**

Special Inspections of a rental unit may be scheduled to (1) enable HUD, or HUD's agent, to inspect the housing stock maintained by the Housing Authority in accordance with federal requirements; (2) enable an assessment of any charges that should be assessed against a Tenant's Pet Deposit when the Housing Authority has been notified that the pet no longer resides in the unit and a refund of the deposit has been requested; (3) other reasons deemed necessary by the Housing Authority in order ensure proper upkeep and maintenance of the dwelling unit or to project future repair/improvement needs.

**2. Notice of Inspection**

For inspections defined as annual inspections, preventative maintenance inspections, and special inspections, the Housing Authority will give the tenant at least two days written notice or such notice as required by any annual HUD REAC inspection. When the date and time of the inspection is within the control of the Housing Authority, the Tenant may contact the Area Office and ask that the inspection be scheduled for a time that is mutually agreeable, in order to allow the Tenant or Tenant Representative to be present during the inspection. When the date and time of the inspection is controlled by HUD or the designated HUD agent, the Housing Authority will be unable to accommodate the Tenant's need to reschedule.

## **F. TRANSFERS**

Transfers may be requested and will be reviewed and processed according to Exhibit P.

## **G. ABANDONMENT**

If personal property left by the Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice 45 days after the date of the notice unless claimed and removed by the Tenant.

## **H. ABSENCE FROM DWELLING OR UNIT**

It will be the policy of the Housing Authority that, in order to remain living in a public housing unit, a family is expected to reside continuously in the dwelling unit and may be absent only for brief periods. Absence means that no member of the family is residing in the unit. This policy will be enforced utilizing the following requirements:

1. The family must notify the Housing Authority of any absence from the dwelling unit including providing any information requested concerning the purpose of the family absences.

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2. The Housing Authority may verify family occupancy in the unit, or absence from the unit, by such techniques as visits, calls or letters to landlords, neighbors, etc.
3. The following specific policies apply:
  - a. Absence from the dwelling unit due to incarceration after being convicted of a crime will result in the immediate termination of housing assistance.
  - b. Absence from the dwelling unit due to hospitalization or rehabilitation will be limited to a maximum period of 90 days in any 12-month period (extensions due to unforeseeable circumstances regarding hospitalization or rehabilitation may be granted up to 30 additional days);
  - c. Absence from the dwelling unit due to vacations will be limited to a 30-day period in any 12-month period;
  - d. Absence from the dwelling unit due to temporary relocation due to employment will be limited to 180 days.
4. If a family is absent for longer than the maximum period permitted above, the family will be served with a Notice to Terminate Tenancy.

### **I. RETURN OF SECURITY DEPOSIT**

After a family moves out, the Housing Authority will return the security deposit within 21 days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days.

### **J. RETURN OF PET DEPOSIT**

Generally, Pet Deposits will be returned to the Tenant within 30 days after verification that the Pet has been removed from the unit. Prior to the issuance of any refund of the pet deposit, the Housing Authority will inspect the unit to determine whether there are any damages to the unit caused by the pet. Any charges for damages caused by the Pet will be deducted from the Pet Deposit and the balance, if any, will be refunded to the Tenant within the time limit noted above. Any amounts for damages incurred above the amount of the Pet Deposit will be charged to the Tenant account and must be paid in accordance with the terms of the Dwelling Lease.

When a Tenant and Tenant household vacates their leased unit, the Pet Deposit will be refunded, following the assessment of any charges for damages caused by the pet, within 21 days of the date the unit becomes vacant.

## **K. LEAD-BASED PAINT PROCEDURES**

### **1. Inspection of Pre-1978 Units**

Housing Administrators will conduct visual assessments annually during annual review inspections and all new housing inspections. These inspections will be maintained in each resident file. Common areas will be inspected quarterly by the Area Property Manager and Area Maintenance Supervisor. These inspections will be filed in the Area Management Office. All inspectors will have completed HUD Visual Assessment training. The annual review inspection form and quarterly inspection form and quarterly inspection forms will have designated areas for listing deteriorating paint. Any identified lead-based paint hazards will be addressed according to regulations detailed in the Federal Register.

### **2. Children with Elevated Blood Level of Lead**

Within 15 days after being notified by a Public Health Department or other medical health care provider that a child under six years of age living in a public housing development has been identified as having an environmental intervention blood lead level, the Housing Authority will complete a risk assessment of the unit and common areas servicing the unit. The risk assessment is complete when the Housing Authority receives the risk assessment report. The risk assessment will be done whether the child is or is not still living in the unit when the Housing Authority receives the notification of the environmental intervention blood level. If the Public Health Department has conducted an evaluation of the unit, the Housing Authority does not need to do a risk assessment.

After receiving information from someone who is not a medical provider that a child less than six years old living in public housing has an environmental intervention blood level, the Housing Authority will immediately verify the information with the Public Health Department or other medical provider.

Within 30 days after receiving the risk assessment report, the Housing Authority will provide the name and address of a child identified as having an EBL to the Public Health Department within five working days of being notified. The Housing Authority will also report each known case of a child with environmental intervention blood level to the HUD field office.

If the risk assessment conducted pursuant to this section identifies lead-based paint hazards and previous evaluations of the building did not, the PHA will conduct a risk assessment of the other units of the building.

## **L. ELIGIBILITY OF OVER-INCOME HOUSEHOLDS**

Per federal regulations ([24 CFR 960.507](#)), families participating in the public housing program must not have incomes that exceed the over-income limit (see Section 1: *Definitions*) for more than 24 consecutive months. Families found to have income that exceeds the over-income limit are provided a 24-month grace. At the end of the grace period, if income remains above the over-

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income limit, the family must be determined ineligible for public housing. Such families may remain in occupancy as a non-public housing over-income household by executing a new non-public housing over-income lease with SWHA and paying the alternative non-public housing rent.

If, at any time during the consecutive 24-month period following an initial over-income determination, SWHA determines the family's income is below the over-income limit, the family is entitled to a new 24 consecutive month period of being over-income and the notification and review process described in this section restarts in full.

1. **Applicability:** This provision applies to all families in the public housing program, including FSS families and all families with an earned income disregard (EID) for rent calculation purposes.
  - a. Mixed families who are non-public housing over-income families pay the alternative non-public housing rent, as applicable (see *Definitions, Section 1*).
2. **Restrictions of non-public housing over-income families:** Non-public housing over-income families are:
  - a. Not eligible for participation in the public housing program;
  - b. Cannot participate in a public housing resident council.
  - c. Cannot participate in programs that are only for public housing or low-income families.
  - d. Cannot receive any federal assistance, including a utility allowance.
3. **Determination of over-income limit:** The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in § 5.603(b) of this title, by a factor of 2.4.
4. **Notifying over-income families:**
  - a. **Initial Notification:** Upon completion of an income review (full recertification, update, or interim review) that reveals a family's income exceeds the over-income limit, SWHA **must** provide written notice to the family of the over-income determination no later than 30 days after the income examination. The initial notice must state that:
    - i. the family's income exceeds the over-income limit and continuing to do so for a total of 24 consecutive months will result in SWHA following its continued occupancy policy for over-income families in accordance with this section.
    - ii. if the family disagrees with SWHA's determination that the family exceeds the over-income limit, they may dispute this finding through SWHA's established grievance policy.
5. **Action required following initial notification:**

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- a. **Income Review 12 months after initial over-income determination:** Unless a prior review showed the family's income had fallen below the over-income limit, an income examination must be completed **12 months after the initial over-income determination**. If the review shows the family has exceeded the over-income limit for 12 consecutive months, SWHA must, within 30 days, provide a written **Second Notification** to the family. The second notice must:
    - i. Inform the family that they have exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the SWHA following its continued occupancy policy for over-income families in accordance with this section.
    - ii. If applicable, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit; and
    - iii. Inform the family that if they disagree with SWHA's over-income determination, they may dispute this finding through SWHA's established grievance policy.
  - b. **Income Review 24 months after initial over-income determination:** Unless a prior review showed the family's income had fallen below the over-income limit, an income examination must be completed **24 months after the initial over-income determination**. If the review shows the family has exceeded the over-income limit for 24 consecutive months, SWHA must, within 30 days, provide a written **third and final notice** of this determination to the family. The must state:
    - i. Inform the family that they have exceeded the over-income limit for 24 consecutive months.
    - ii. Inform the family that SWHA must charge the family the alternative non-public housing rent in accordance with its continued occupancy policy for over-income families as detailed in item 6 below.
    - iii. Inform the family that if they disagree with SWHA's over-income determination, they may dispute this finding through SWHA's established grievance policy.
6. **End of the 24 consecutive month grace period.** A family has exceeded the over-income limit for 24 consecutive months, may remain in the unit as a non-public housing over-income (NPHOI) household. When this occurs SWHA must:
- a. Require the family to execute a new non-public housing lease. The new lease must be executed **no later than** 60 days after the date of the **third and final** notice or at the next lease renewal, whichever is sooner.
  - b. The non-public housing lease will be constructed in compliance with state and local law and meet the requirements of 24 CFR 960.509

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7. **Status of families.** An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease in accordance with paragraph (6) of this section.
  - a. Following execution of the non-public housing lease, the family becomes classified as a non-public housing over-income (NPHOI) household. NPHOI families are NOT public housing program households and cannot participate in programs that are only for public housing or low-income families. SWHA cannot provide federal assistance, including any utility allowance, to a NPHOI household. See item L.2 of this section for additional restrictions.

## EXHIBIT A. INCOME INCLUSIONS

*Revised 02/12/2026*

A. **Annual Income** means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual examination effective date; and

In both cases, Annual Income does not include amounts that are specifically excluded as described in Exhibit B of this policy.

B. **Income** includes, but is not limited to, the following:

1. The **full amount**, of employment income(wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services) of all household members. (Except as excluded by Exhibit B). Income arising from work as a day laborer, seasonal worker or independent contractor is included as a source of employment income.
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
3. Where the Family has Total Assets which value \$50,000 or more, Annual Income shall include: Interest, dividends, and other net income of any kind from real or personal property, except as outlined in Exhibit B. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph 2 of this Exhibit. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic payments 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 payment for the delayed start of a periodic payment, except SSI and Social Security. (See Paragraph 14 of Exhibit B).

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5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (See Paragraph 3 of Exhibit B).
6. Welfare Assistance.
  - a. The actual amount of the TANF benefit paid to the family each month, or
  - b. The Imputed Welfare Income, if the TANF amount has been reduced due to Fraud or Non-compliance with TANF requirements. Imputed Welfare Income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction due to fraud or noncompliance with TANF requirements that is, nonetheless, included in the family's annual income for purposes of determining rent. (See Exhibit C. for clarification on Imputed Welfare Income).
7. Periodic and determinable allowances, such as alimony and 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 (except as excluded under Paragraph 7 of Exhibit B).
9. Adoption assistance payments up to \$480.00 per adopted family member (See Paragraph 13 of Exhibit B).

## **EXHIBIT B. INCOME EXCLUSIONS**

*Revised 02/12/2026*

1. Income from employment of children (including foster children) under the age of 18 years and earnings in excess of \$480.00 for each full-time student 18 years old or older (excluding the Head of Household or spouse).
2. Payments received for the care of foster children, or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone). These amounts include State or Tribal kinship or guardianship care payments.
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 property losses (but see Paragraph B.5 of Exhibit A).
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, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603, respectively.
6. The full amount of student financial assistance paid directly to the student or to the educational institution. Loan proceeds are not considered income.
7. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Income from assets when the total value of assets held by the Family is less than \$50,000.
10. Amounts received from the following programs:
  - a. Amounts received under training programs funded by HUD or other qualifying training program funded in whole or in part through Federal, State or local government sources (see Exhibit C for additional information).
  - b. 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).
  - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Among the programs to which this applies are the Community Work

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Experience and Employment School Program. This provision would also apply to amount received to cover transportation costs of a Volunteer Firefighter.

- d. A resident service stipend (not to exceed \$781.50 per month) received by a resident for performing a service for the owner (HA) or participating in activities, on a part-time basis, that enhance the quality of life in the development and/or increase the economic self-sufficiency of the resident through education and training. As determined by the Housing Authority, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time. The maximum amount payable as a resident service stipend and excluded from income will be reviewed annually and adjusted to reflect any COLA increase approved for SWHA administrative staff beginning with the first full pay period of November 2024.
11. Non-recurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
    - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
    - b. Direct Federal or State payments intended for economic stimulus or recovery.
    - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
    - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
    - e. Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.*, wedding gifts, baby showers, anniversaries).
    - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
    - g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
  12. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
  13. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
  14. Civil rights settlements or judgments, including settlements or judgments for back pay.

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15. 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 (effective April 23, 1993).
16. Adoption assistance payments in excess of \$480.00 per adopted child.
17. Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum payment or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
18. Payments related to aid and attendance under 38 U.S. C. 1521 to veterans in need of regular aid and attendance.
19. 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.
20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
23. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.
24. Income earned on amounts placed in a family's Family Self Sufficiency Account. The following types of trust distributions:
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. 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 (effective April 23, 1993).
27. Adoption assistance payments in excess of \$480.00 per adopted child.
28. Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum payment or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
29. The following types of trust distributions:
  - a. For a trust held outside of the control of the family:

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- i. Distributions from the principle or corpus of the trust and
  - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
  - b. For a trust held under the control of the family, any distributions from the trust. Any actual income earned by the trust shall be counted as income, per Exhibit C of this plan.
30. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. As described in 24 CFR 5.609(b)(22) HUD will publish notice in the Federal Register to identify and update benefits that qualify for this exclusion when necessary. Items listed below are those most recently listed by HUD as of January 30, 2024.
- a. The value of the allotment provided to an eligible household, regardless of the form of the allotment, under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]). This exclusion also applies to assets.
  - b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044[f], 42 U.S.C. 5058). are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for Nationals and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or great than the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greatest (42 U.S.C. 5044 (f)(1)). This exclusion also applies to assets.
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c)). This exclusion also applies to assets.
  - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C 5506). This exclusion also applies to assets.
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (f)(1)). This exclusion also applies to assets.
  - f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L.94-540, section 6). This exclusion also applies to assets.
  - g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court the interests if individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C 1407 - 1408). This exclusion also applies to assets.
  - h. Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal work study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu).

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- i. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056g).
- j. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the **In Re Agent** product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat 1785). This exclusion also applies to assets.
- l. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858g).
- m. Any earned income tax credit (ETIC) received on or after January 1, 1991 (26 U.S.C. 32 (J)). This exclusion also applies to assets.
- n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).
- o. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433 section 2). This exclusion also applies to assets.
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
- q. Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).
- r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102 (c)). This exclusion also applies to assets.
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241 (a)(2)).
- t. Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966 (42 USC 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.
- u. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990. Pub. L. 101-503 section 8(b)). This exclusion also applies to assets.

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- v. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4)).
- w. Any amounts (i) not received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. §1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs under the Native American Housing Assistance and Self Determination Act (NAHASDA).
- x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Coball et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution act of 2010 (Pub. L. 111-291 section 101(f)(2)). This exclusion also applies to assets.
- y. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, (42 U.S.C. 604(h)(4)).
- z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amounts of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).
- aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets.
- bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09 or subsequent or superseding notice is excluded from income and assets.
- cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116-260, section 501 (j)) and the American Rescue Plan Act of 2021 (Pub. L. 117-2 section 3201). This exclusion also applies to assets.

## EXHIBIT C. CLARIFICATIONS ON INCOME, ASSETS AND ALLOWANCES

*Revised 02/12/2026*

### I. ANNUAL INCOME

#### A. General Rule

Annual Income is the gross income anticipated to be received by the Family from all sources during the 12 months following the effective date of admission or reexamination. (See Exhibits A and B of this policy for the listing of income inclusions and exclusions.)

To compute the Annual Income, the HA will:

- Use current family circumstances to anticipate income unless the verification forms indicate an imminent change.
- Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an Interim or Special Reexamination may be processed.

To annualize full-employment, the HA will multiply:

- Hourly wages by 2080
- Weekly wages by 52
- Bi-weekly wages by 26
- Semi-monthly wages by 24
- Monthly amounts by 12

#### B. Non-Wage Income

Count **any benefit income** or other **non-earned income** (TANF, SSI, Social Security, unemployment benefits, etc.) paid to or on behalf of household members, including minors – unless the income is from a source specifically excluded under Exhibit B. However, DO NOT prorate income from Social Security or SSI due to receipt of Cost-of-Living adjustments that are anticipated to be received in the following year. Cost-of-Living adjustments to Social Security or SSI are only to be applied at each household's lease Anniversary date effective January 1st and after of any given year.

#### C. Income of Dependents

Count any benefit income or other non-earned income paid to minors or on behalf of minors. Income in excess of \$480.00 for each full-time student 18 years or older is not counted as well as any earned income of minors (family members age 17 and under). Income for the care of foster children or foster adults is never counted.

**D. Income from Assets**

Income from Assets will not be considered in the calculation of Family Income when the total value of Assets held by the family is less than \$50,000.

When the family has assets of more than \$50,000, use the greater of:

1. Actual income from assets or
2. Imputed income from assets based upon the HA Established passbook rate. The passbook rate must be within 75 basis points of the Savings National Rate.

To compute income from assets:

- Use actual income from assets if the family's assets are \$5,000 or less.
- When the family has assets of more than \$5,000, use the greater of:
  - Actual income from assets or
  - Imputed income from assets based on the Housing Authority established passbook rate. The passbook must be within a safe harbor range of 75 basis points (plus or minus 0.75%) of the Savings National Rates. The Housing Authority will review the established passbook rate annually if it is still within the safe harbor range. See Exhibit E for current SWHA rate.

Where the family maintains a nominal balance (defined as an average 6 month balance of \$1,000 or less) in a **checking account** in order to meet normal living expenses, neither the value of the checking account or the actual or imputed income derived therefrom will be used in the calculation of Income from Assets.

**E. Income from Temporarily Absent Family Members**

Count all of the income of every family member who is on the lease including those who are temporarily absent. In addition, count the income of the spouse of the head of household if that person is temporarily absent, such as away at college or in the Armed Forces, even if that person is not on the lease (see Exhibit B for Income Exclusions).

**F. Income of Persons Confined to a Hospital or Nursing Home**

If a household member is confined to a nursing home or hospital on a long-term basis, allow the family to remove that family member's name from the lease, exclude the income, and do not allow any deductions for the individual removed from the lease. The family member would be considered to permanently absent and the Family would be placed on the waiting list for a transfer to a smaller bedroom size unit at their next annual review (if applicable).

**G. Regular Contributions and Gifts**

Count as income regular contributions and gifts from persons outside the household. This may include rent or utility payments regularly paid on behalf of the family, and any other cash or non-cash contributions provided to the family on a regular basis. In determining whether contributions should be counted, consider whether these contributions make up a regular portion of the family's annual income or whether they are sporadic or casual contributions, which should not be counted. Bartering in lieu of cash payment is to be counted as income.

**H. Alimony or Child Support**

Count amounts awarded as part of a divorce or separation agreement unless the applicant certifies that the income is not provided and documents that the required efforts have been made to collect these amounts (see Verification Requirements, Exhibit G). This also applies to situations where an applicant states they are receiving less than specified in the court judgment or settlement agreement.

**I. Earned Income Tax Credit**

Earned income tax credits will not be used in calculating annual income.

**J. Lump-Sum Payments Counted as Income**

Generally lump-sum amounts received by a family are considered assets, not income (inheritances, insurance settlements, proceeds from the sale of property, etc.). Lump-sum payments made because of a delay in processing unemployment or welfare benefits are counted as income.

However, a lump-sum payment for the delayed start of a periodic payment from SSI and Social Security is not counted as income.

**K. Imputed Welfare Income/Welfare Benefit Reduction**

The Imputed Welfare Income is the difference between the welfare payment the Family receives and the welfare payment the Family would have received had it not been reduced and is based on information presented by the welfare agency. The imputed welfare income is to be included in the calculation of the Family Income along with the Family's other income.

The reduction of welfare benefits by the welfare agency, in whole or in part for a family member, is determined by the welfare agency because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with the agency's requirement to participate in an economic self-sufficiency program.

However, "Imputed Welfare Income" does not include a reduction or termination of welfare benefits:

1. At the expiration of a lifetime or other time limit on the payment of welfare benefits
2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. Because a family member has not complied with other welfare agency requirements. The Housing Authority will work with the welfare agency in order to receive written information regarding the amount and term of any welfare benefit reduction for a family member, and the reason for such reduction, as well as information which will also inform the Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction.

The Housing Authority will only include Imputed Welfare Income in annual income if the family was an assisted resident at the time of the sanction. If the family is not satisfied that the Housing Authority has calculated the amount of Imputed Welfare Income correctly and if the Housing Authority denies the family's request to modify such amount, the Housing Authority will give the resident written notice of such denial, with a brief explanation of the basis for the determination of the amount of Imputed Welfare Income. The notice will also state that if the resident does not agree with the determination, the resident may file for a grievance hearing in according with the Authority's

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Grievance Procedure. 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.

1. The Housing Authority is responsible for determining the amount of Imputed Welfare Income that is included in the family's annual income as a result of a welfare benefits reduction as determined by the welfare agency.
2. The Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency is correctly determined by the welfare agency, nor for providing the opportunity for review or hearing on such welfare agency determinations.

### **L. Income from a Business (Includes Self-Employed, Rental of Real Property, etc.)**

Consider business expenses in computing the family's net income from a business. Generally, net income equals gross income less:

1. Depreciation (computed on a straight-line basis),
2. Interest payments on loans and
3. Other business expenses, except expenses related to business expansion or capital improvements.

Count as income any withdrawals of cash or assets by the family from the business unless the withdrawal is for reimbursement of amounts the family invested in the business.

### **M. Income of Foster Children**

Income for care of foster children or foster adults is excluded and no dependent deduction is allowed.

### **N. Income of a Live-in Aide**

Income received by a live-in aide is excluded and no deduction is allowed. While a relative is not prohibited from serving as a live-in aide (and thus, having their income excluded), they must prove that:

1. They are essential to the care and well-being of the family member (for an elderly person, person with disabilities or a near-elderly person) and not obligated for their support; and
2. They must be one who would not be living in the unit except to provide the necessary supportive services.

### **O. Student Financial Assistance**

Student financial assistance paid directly to the student or to the educational institutions will not be counted as income.

### **P. Resident Stipend**

A resident stipend is an amount received by a resident for performing a service for the owner (HA) on a part-time basis that enhances the quality of life in the development and/or increases the economic self-sufficiency of the resident through education and training. As determined by the Housing Authority, such services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of a

Housing Authority Board of Commissioners. It should be emphasized that if an owner (HA) pays a resident more than the approved exclusion limit (See Exhibit B, Income Exclusions), then the entire amount received is counted as income. There is no limit as to the number of stipends a family may receive, however, each family member may only exclude one stipend at a time.

**Q. Payments awarded to Vietnam Veterans Affected by “Agent Orange”**

Payments awarded to Vietnam Veterans affected by “Agent Orange” are to be treated as follows:

1. Lump-sum payments would not be counted as annual income, but would affect total assets.
2. Periodic payments would be counted as annual income.

**R. Zero Rent/Credit Rent**

If at any time the family reports zero income, is placed on a zero rent or receives a Utility Reimbursement, Special Reviews must be clearly set for definite times as outlined in Section 10. In addition, controls such as the submission of monthly budgets by the household, may be used to ensure compliance with income reporting requirements.

If a family is eligible for certain sources of income but claims they do not have any income, the family will be required to document that they are not receiving income to which they are entitled.

**S. State or Local Employment Training**

This exclusion exempts the incremental increase in compensation received from qualifying employment training programs and training of resident management staff. To qualify, the compensation must be a component of a state or local employment training program with clearly defined goals and objectives. This exclusion only covers compensation received while the resident participates in the employment training program, and, the duration of participation must be for a limited period determined in advance. Please note, only the incremental change in income resulting in participation in such a training program is exempted from annual income.

For example:

A Public Housing resident enrolls in a qualified state-funded training program. Prior to enrolling in the program, the resident receives \$350 per month in TANF funds. While enrolled in the qualifying state program, the resident receives \$450 per month in training income. The TANF benefits cease. **The incremental amount excluded from the Family’s income would be \$100, the “incremental” difference between what the resident received prior to enrollment in the training program and what is received while enrolled in the training program.**

**T. Exclusion of Income Received Under Training Programs Funded by HUD or Other Federal, State of Local Government Sources**

Exclusion of income received under training programs funded by HUD includes amounts received such as stipends, wages, transportation payments, and childcare vouchers received pursuant to the training program. Income received as compensation for employment is excluded **only** if the employment is a component of a training program. The exclusion of income earned is allowed only during the job training program, or training oriented employment, but not during employment secured or maintained once all training has been completed.

To qualify as acceptable training-oriented employment for the purposes of excluding income the training must have clearly defined goals and objectives and is for a pre-determined, limited time period, and initially, not to exceed one year. It is acceptable that the program use both HUD funds and non-HUD funds, but HUD funding must be material portion of the total funding designated for the training programs. This provision excludes **all** income received under the training program during the time that the resident is participating in the training program.

**U. Exclusion of Income Received from Programs providing Employment Training and Support Services**

For Public Housing Only: This exclusion is for the **incremental** differences in earning and benefits that result from the participation in a qualified employment training program.

## **II. ASSETS**

### **A. Valuing Assets**

Since the cash value of assets is used in this computation, consideration must be given to expenses involved in selling or converting assets to cash. Cash value is the market value of the asset minus reasonable costs that were or would be incurred in selling or converting the asset to cash, such as:

1. Penalties for premature withdrawal of funds (for IRA, Keogh, time deposits, etc.);
2. Broker and legal fees for selling or converting assets to cash; and
3. Settlement costs for real estate transactions.

The cash value of the following are examples of assets that are to be considered in the calculation of income:

1. Current amounts in savings accounts and the average balance of the last six months in checking accounts, where such average balance has exceeded \$1,000 (includes amounts deposited in credit unions);
2. Stocks, bonds, savings certificates, money market funds and other investment accounts;
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset. Do not include equity in an owner-occupied cooperative or manufactured housing unit if the family intended to continue living in the cooperative unit or manufactured housing home after being admitted to the Section 8 program. For real estate, have tenant certify the estimated Fair Market Value (no appraisal needed) and subtract mortgage and established costs (i.e., attorney's fees, closing costs, etc.);

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4. The cash value of any trusts available to the and under control of the family. Do not include the value of trusts that no family member of the family or household can control. The value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. However, any income distributed from the trust will be counted when determining the family's annual income in the following manner:
  - a. For any trust held outside the control of the family:
    - i. Do not include distributions from the principle or corpus of the trust.
    - ii. Do not include distributions of income from the trust when those distributions are used to pay the costs of health and medical care expenses for a minor.
    - iii. Include all other distributions of income from the trust.
  - b. For a revocable trust under the control of the family,
    - i. Any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
    - ii. Distributions from the trust shall not be considered income, as they were counted when the income was earned by the trust.
5. IRA, Keogh, and similar retirement savings accounts. These are included because participation is voluntary and the family has access to them, even though withdrawal would result in a penalty;
6. Company retirement/pension funds:
  - a. While the family member is employed, include amounts the family can withdraw without retiring or terminating employment.
  - b. At retirement or termination or employment, count as an asset any amount the member elects to receive as a lump sum. If the benefits will be received through a periodic payment, include the benefit in annual income.
7. Assets disposed of for less than Fair Market Value:
  - a. For any assets the family has disposed of for less than Fair Market Value during the two years prior to the effective date of the admission or reexamination being processed, count the difference between the market value and actual amount received.
  - b. Assets disposed of as a result of foreclosure or bankruptcy are not considered assets disposed of for less than Fair Market Value.
  - c. Small amounts, such as charitable contributions, under \$1,000 will not be counted. If value of the disposed assets is over the \$1,000, the entire amount will be counted.

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- d. Assets disposed of as a result of a divorce or separation agreement are not considered disposed of for less than Fair Market Value if family has received consideration not measurable in dollar terms.
  - e. Verification of assets disposed of for less than Fair Market Value will be verified by applicant certification. Only those certifications that warrant it will be verified.
8. Business assets are not considered in determining the value of net family assets; however, if business assets have been disposed of for less than Fair Market Value in the past two years preceding the effective date of the reexamination or move-in, the difference between the amount realized and the Fair Market Value is included in the net family assets. In this regard, business assets are treated the same as any other family asset;
9. Assets Owned Jointly:
- If assets are owned by more than one person and the Applicant/Tenant has unrestricted access to the asset, the full value of the asset is counted.
10. Lump-Sum Receipts:
- Includes inheritances, capital gains, one-time lottery winnings, settlements on insurance and other claims, etc.
11. Personal Property Held as an Investment:
- Includes gems, jewelry, coin collections, or antique cars held as an investment. If the family does not know the Fair Market Value, verification is required. An applicant's wedding ring and other personal jewelry are considered necessary personal property and not assets.
12. Cash Value of Life Insurance Policies;
13. "Loaning" of Family Assets:
- In situations where the family claims to have "loaned" assets to other private parties (relatives, friends, neighbors, etc.), the HA will continue to count the asset as under the family's control and continue to count the net cash value of the asset, letting the family deal with actually recovering the money at some time in the future.
- If the family claims they gave the asset away, however, the HA would consider it an asset "disposed of for less than Fair Market Value" and calculate the income based on that procedure.

**B. Items Not Counted as Assets**

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1. Necessary personal property (furniture, clothing, cars, etc.). In distinguishing necessary personal property from assets, consider the following:
  - a. Necessary personal property usually is not expected to increase in value, and
  - b. Necessary personal property is usually used by the owner.
2. Vehicles especially equipped for the handicapped.
3. Assets not accessible to the family and which provide no income for the family.
4. Interest in Indian trust lands.
5. Assets that are a part of an active business or farming operation.
6. The equity in owner-occupied cooperatives and manufactured homes in which an assisted family lives.

### **III. ADJUSTED INCOME - ALLOWANCES**

#### **A. Dependent Allowance**

A dependent allowance of \$480 per dependent is provided and covers any household member who is:

1. Under 18,
2. Disabled, or
3. A full-time student. (The institution defines what subject load constitutes full-time and an educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.)

The Head of Household, Spouse, Foster Child or Live-In Aide are never counted as dependents.

#### **B. Elderly Household Deduction**

Families in which the Head of Household or Spouse is at least 62, or disabled, are entitled to a \$400 household deduction. Only one deduction per family is permitted even if both the head of household and spouse are elderly. A family may not designate a family member as head of household solely to become eligible for this deduction.

#### **C. Child Care Allowance**

Reasonable Child care expenses for the care of children, including foster children, under age 13 are permitted when such care is needed to enable a family member to work or to further

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their education (academic or vocational). In order to qualify for the child care allowance, the Family must demonstrate that:

1. No adult household member capable of providing child care during the hours needed is available;
2. The amount submitted for deduction is reasonable in terms of costs, number of hours and type of care;
3. The amount of child care expense which enables a family member to work does not exceed the employment income earned because the care is available.; When more than one family member works, assume that the child care expense enables the lowest paid individual to work, unless this is obviously not the case;
4. The amount is not paid to a family member living in the household;
5. The amount is not paid or reimbursed by an agency or individual outside the household. The applicant's written certification is needed as to whether any of the child care payments have been or will be reimbursed by outside sources. If only a portion of the child care expense is reimbursed, the remainder would be considered for deduction;
6. If the child care provider also cares for other family members, the amount for the care of children under 13 must be prorated;
7. The amount is not paid for the care of any child under age 13, who resides in a household operating an in-home child care facility. Such households will be determined able to provide care for their own household members and will not be eligible for a reduction from gross income in such cases;
8. Child support payments for children who do not live in the unit are not considered child care payments and, therefore, are not included in this allowance.

### D. Handicapped Assistance Allowance

Households may deduct anticipated expenses for attendant care and auxiliary apparatus for a family member who is a person with disabilities (according to the HUD definitions) if such expenses enable a family member (including the person with disabilities) to be employed. The amount of the deduction **may not exceed the employment income received** by the family member who is able to work as a result of the provision of attendant care or auxiliary apparatus for the person with disabilities.

Families may deduct anticipated expenses for attendant care and auxiliary apparatus for a family member who is a person with disabilities (according to the HUD definitions) if such expenses:

1. Are needed to enable a family member (including the person with disabilities) to be employed,
2. Exceed three percent of Annual Income, and

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3. The amount deducted does not exceed the employment income received by Family members (including the person with disabilities) 18 years or older who are able to work as a result of the assistance to the person with disabilities.

Any family with a handicapped or disabled family member may qualify for this allowance even if neither the Head of Household nor spouse is handicapped or disabled.

**Auxiliary apparatus** includes items such as wheelchairs, ramps, adaptations to vehicles, special equipment to enable a blind person to read or type, etc. which directly relate to permitting the handicapped/person with disabilities or other family member to work. If the apparatus is a specially-equipped van, the expense is to be based on the difference between it and the cost of a regular, moderately priced car.

**Attendant Care** attendant expenses may be paid to a relative only if it is determined that the relative is not a member of the family.

When a child care provider takes care of children under age 13 *and* a handicapped/disabled member 13 years or older, expenses must be prorated appropriately since the way in which child care and handicap expenses are computed differ.

A family whose head of household or spouse is elderly or is a person with disabilities is also permitted to deduct medical expenses using a special calculation.

### E. Medical Expense Deductions

Allowances for medical expenses (expenses that exceed three percent of annual income) are permitted only for households in which the head of household or spouse is at least 62, or disabled. If the family is eligible for a medical expense deduction:

1. Count medical expenses of all family members, and
2. Include expenses that are not covered by outside sources, such as insurance, and that are anticipated to be incurred during the next 12 months following the family's examination/reexamination. Additionally, include the portion of expenses that were incurred during the 12 months prior to the annual review but were paid prior to the currently scheduled reexamination. Expenses such as the following would be allowed:
  - a. Services of doctors and health care professionals.
  - b. Services of health care facilitators.
  - c. Medical insurance premiums, including premiums paid for long-term care insurance.
  - d. Prescription medicines.
  - e. Transportation to and from treatment facilities.
  - f. Dental expenses (including the costs of obtaining/repairing dentures).
  - g. Eyeglasses, hearing aids, batteries.

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- h. Live-in attendant or periodic medical assistance.
- i. Monthly payment(s) on accumulated medical bills.
- j. Costs associated with the use of a service animal trained to assist persons with physical disabilities. Grooming parlor expenses associated with luxury-type care, and costs incurred for boarding an animal when not in use are excluded.

If a family is eligible for a deduction for both medical expenses and handicap assistance expenses, the three percent of annual income must first be deducted from the handicap assistance expenses. Any remainder is then deducted from total medical expenses.

#### IV. GUIDELINES FOR IMPUTING INCOME FROM ASSETS

These guidelines are to be **used only if the total family assets are greater than \$50,000**. No income from assets is included in Annual Income when the value of total family assets is less than \$50,000. If assets are \$50,000 or less, imputed income is not considered.

##### STEP I. Determining Whether Imputing Income is Necessary

- A. Multiply the total assets by 0.75% (.0075).
- B. Calculate the actual income received from *all* assets.
- C. Compare the totals from A and B above and follow the applicable instructions below:
  - If A is **less** than B, **STOP HERE**, add the actual income from assets to calculate total family income, **NO FURTHER CALCULATIONS ARE NEEDED**.
  - If A is **greater** than B, **CONTINUE TO STEP II** to determine if you must impute income from assets.

##### STEP II. Calculating Disposal Costs

Use the following guidelines to determine the disposal cost of each family asset:

TYPE OF ASSET	DISPOSAL COST
a. Real Estate	10% of the assessed value
b. Mobile Homes	10% of the assessed value
c. Time Deposits or CD's:	
7-31 Days	All of the interest earned, or 1/2 of the interest that could have been earned, whichever is greater
32-364 Days	One month's interest
12-59 Months	Three months' interest

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60-120 Months	Six months' interest
d. Stocks, Bonds, Annuities	Brokerage rates vary, contact the Mutual Funds, etc. agent listed on the verification for a written estimate of disposal costs.
e. Savings, Checking, Money Markets	Generally, no disposal costs

**STEP III. Calculating a Net Asset Value**

- A. Deduct any applicable disposal cost found in STEP II above from the value of the corresponding asset. This is the Net Value of the Asset. (If an asset has no disposal costs, its Net Asset Value is the Actual Value of the asset).
- B. Calculate the family's TOTAL NET ASSET VALUE\*  
**\*If the family's total net asset value is LESS THAN or EQUAL TO \$5,000 then STOP HERE. The actual income from the assets is used to determine total family income.**  
  
**\*If the family's total net asset value is GREATER THAN \$5,000, CONTINUE to STEP IV. Imputed income must be considered when calculating total family income.**

**STEP IV. Calculating Imputed Income from Assets**

- A. Multiply the figure found in Step III. b. above (Total Net Assets) by 0.75% (.0075). This is the IMPUTED INCOME FROM ALL ASSETS.

**STEP V. Comparing Imputed and Actual Income from Assets**

- A. Compare the Imputed income found in STEP IV above to the total actual income from assets (from STEP I. b.)
- B. The amount added to the family's annual income is the greater of the imputed income found in STEP IV or the actual income from assets.

**STEP VI. Disallowance of Earned Income**

## EXHIBIT D. SCHEDULE OF FLAT RENTS

*Revised 02/12/2026*

### SEDRO-WOOLLEY HOUSING AUTHORITY

**Effective January 1, 2026**

<b>Bedroom Size</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>
Flat Rent *	\$1,049	\$1,376	\$1,914	\$2,080

\*Flat Rents are calculated at an amount equal to 80% of the HUD published FMR for the Mount Vernon -Anacortes, WA Metropolitan Statistical Area (MSA)

A Family choosing the Flat Rent option will pay rent equal to the amount above (for their corresponding sized unit) **less the applicable utility allowance for the respective dwelling.**

Flat Rent amounts will be updated annually based on revisions to the HUD published FMR.

## EXHIBIT E. INCOME LIMITS

Revised 02/12/2026

### THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON

#### Public Housing Program - Skagit County

#### INCOME LIMITS

Effective - April 1, 2025

Family Composition	Extremely Low-Income	Very Low-Income	Low-Income	Over-Income Limit*
1 Person	\$23,000	\$38,250	\$61,250	\$91,800
2 Person	\$26,250	\$43,750	\$70,000	\$105,000
3 Person	\$29,550	\$49,250	\$78,750	\$118,200
4 Person	\$32,800	\$54,700	\$87,500	\$131,280
5 Person	\$37,650	\$59,050	\$94,500	\$141,720
6 Person	\$43,150	\$63,450	\$101,500	\$152,280
7 Person	\$48,650	\$67,850	\$108,500	\$162,840
8 Person	\$54,150	\$72,250	\$115,500	\$173,400
9 Person	\$59,650	\$76,600	\$122,500	\$183,840
10 Person	\$65,150	\$80,950	\$129,500	\$194,280
11 Person	\$70,650	\$85,350	\$136,500	\$204,840

#### ASSET LIMITS

Included in the eligibility income is the dollar amount derived from assets. **If the assets exceed \$50,000**, the initial eligibility income would include the income derived from the assets, or 0.75% of the total family assets, whichever is greater.

\* Applies to current Public Housing residents only. See the Sedro- Woolley Admission and Continued Occupancy Policy (Section 11.L) for additional information.

**EXHIBIT F. *Reserved***

*Revised 02/12/2026*

## **EXHIBIT G. ACCEPTABLE FORMS OF VERIFICATION**

*Revised 06/14/2023*

### **I. INCOME VERIFICATION**

Up-front verification of income through EIV will be used when possible to verify or validate tenant reported income for both annual and interim reviews of family income and composition. When EIV is not available or disputed, or when verifying data for initial housings or to determine applicant eligibility, verification from other sources will be used as described in Section 8 of this policy and as outlined below:

#### **A. Employment Verification**

All employment verification forms must provide the following information:

1. Date of hire;
2. Frequency of pay and effective date of the last pay increase;
3. Probability and effective date of any increase during the next 12 months;
4. Bonus, commission, and tip amounts, if applicable; and,
5. Manager signature and telephone number

Forms of verification, in order of acceptability, include:

#### **1. Up-Front Income Verification through a HUD system**

The verification of income before or during a family reexamination, through a HUD system (i.e., EIV) that systematically and uniformly maintains income information in computerized form for a number of individuals.

#### **2. Up-Front Income Verification through a Non-HUD system**

The verification of income before or during a family reexamination, through a Non-HUD system (i.e., Employment Security) that systematically and uniformly maintains income information in computerized form for a number of individuals.

#### **3. Written Third Party**

An original or authentic document generated by a third party source dated within the 60-day period preceding the reexamination or HA request date. Such documents may be in the possession of the tenant (or applicant) and are commonly referred to as tenant-provided documents. Examples include but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters or printouts, and unemployment

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monetary benefit notices. Two current and consecutive pay stubs are required when determining income from wages.

### 4. **Written Third Party Verification Form**

A standardized form to collect information from a third party source. The form is completed by the third party by hand (written or typed). Usually, HA's send the form directly to the third party source by mail, fax, or email.

### 5. **Third Party Oral**

Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. Documentation of the contact including the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information should be placed in the tenant's file.

### 6. **Non-Third Party Documentation**

Tenant Declaration – The tenant submits an affidavit or notarized statement of reported income or expenses to the HA. This verification method should be used as a last resort when the HA has been unsuccessful in obtaining information via all other verification techniques. Documentation must be included in the tenant file as to why other forms were not available. This form of verification cannot be used for the convenience of the applicant/participant nor in a situation where an applicant/participant claims to be unable to remember necessary information.

## **B. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income.**

1. Benefit verification form completed by agency providing the benefits (or computer print-out or other format provided directly from the agency or through HUD's computer matching program).
2. For Social Security benefits due to age, apply the cost of living factor to the benefits reported on the previous determination of Total Tenant Payment. Re-verify the income of all Social Security benefits under the age of 62 and recipients of Supplemental Security Income (SSI).
3. Award or benefit notification letters prepared and signed by the authorizing agency.
4. For Social Security or SSI payments, bank statements showing the amounts deposited directly into the applicant/tenant account may be used when award letters or benefit verification forms cannot be obtained. However, caution should be taken to ensure that the actual amount calculated as income includes the addition of amounts deducted for Medicare/Medicaid which is not listed on the bank records.
5. If Social Security or SSI cannot be verified as listed above, the applicant/tenant may be asked to present the next benefit check received to the Housing Authority for viewing. The office would then make a notation listing the amount of the check, payee, date, etc., for the file as verification of the income source. **DO NOT photocopy any check issued by a federal agency.**

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6. For Social Security and SSI **only**, if none of the above listed verification sources exist, the amount of income received may be verified by a signed certification from the applicant/tenant attesting to the amount. In such instances the applicant/tenant must be informed that a retro rent may apply if subsequent verification indicates the benefit amount was incorrectly reported.

**C. Unemployment Compensation**

Computer print-out from the unemployment office stating payment dates and amounts or monetary determination form.

**D. Public Assistance Payments**

1. HA Verification Form completed by Public Assistance Agency.
2. Welfare agency's written statements as to type and amount of assistance family is now receiving, and any changes in assistance expected during the next 12 months.
3. Oral or Computer verification by HA personnel through use of the DSHS 1-800 hotline or similar data verification system established by DSHS for such purposes.

**E. Alimony or Child Support Payments**

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. If an applicant/tenant who is eligible for child support states they are not receiving it or they are receiving less than the total amount they are entitled to receive, third party verification is required to support this. The entire amount indicated in the court papers is to be used to calculate income unless documentation indicates otherwise.
3. Acceptable documentation includes:
  - a. a letter from the applicant's attorney stating they are not receiving the amount they are entitled to receive or
  - b. a letter for Support Enforcement stating the above, or
  - c. a copy of any revised court documents.

**F. Net Income from a Business**

The following documents show income for the prior years. Consult with tenants and use this data to estimate income for the next 12 months.

1. IRS Tax Return; Form 1040, if any:
  - a. Schedule C (Small Business)
  - b. Schedule F (Farm Income)
  - c. Schedule E (Rental Property Income)
2. Audited or unaudited financial statement(s) of the business.
3. Loan Application listing income derived from the business during the previous 12 months.
4. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

**G. Recurring Gifts**

1. Notarized statement or affidavit signed by the person providing the assistance. Must give the purpose, dates and value of gifts.
2. Applicant's notarized statement or affidavit that provides the information in G.1. above.

**H. Scholarships, Grants, and Veterans Administration Benefits for Education**

These are excluded from income.

**II. ASSET VERIFICATION**

Applicants and residents will be allowed to self-certify the value of assets less than \$50,000. Income from assets valued less than \$50,000 will not be included in the calculation of household income. When the total combined value of household assets is \$50,000 or greater, the following verification procedures apply:

**A. Family Assets Now Held.**

For non-liquid assets, collect enough information to determine the current cash value: the **net** amount the family would receive if the assets were converted to cash.

1. Verification forms, letters, or documents from a financial institution, broker, real estate agent, etc. indicating current value of the asset and penalties or reasonable costs to be incurred in order to convert non-liquid assets into cash.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker. Use current balance in savings

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account and average monthly balance in checking account for the last 6 months, when the average balance of the checking account is greater than \$1,000. Verification requirement does not apply where only a nominal balance is maintained in the checking account in order to meet the family's day-to-day living expenses – defined as an average 6 month balance of \$1,000 or less.

3. Quotes from attorneys, bankers, stock brokers, or realty agents as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if tax authority uses approximate market value.
5. Copies of closing documents showing the selling price, the distribution of the sales proceeds, and the net amount to the borrower.
6. Appraisals of personal property held as an investment.
7. Applicant's notarized statements or signed affidavits describing assets or to verify cash held at the applicant's home or in safe deposit boxes.

### **B. Assets Disposed of For Less Than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification.**

1. For all certifications and recertifications, family's certification as to whether any member has disposed of assets for less than FMV during the two years preceding effective date of the certification or recertification.
2. If the family certifies that they did dispose of assets for less than FMV -- a certification that shows:
  - a. all assets disposed of for less than FMV,
  - b. the date they disposed of the assets,
  - c. the amount the family received, and
  - d. the assets' market value at the time of disposition.

### **C. Savings Account Interest Income and Dividends.**

1. Account statements, passbooks, certificates of deposit, etc., if they show enough information and are signed by the financial institution.
  - a. Current interest amount can be obtained by contacting the source by phone and properly documenting the Verification Form.
2. Broker's quarterly statements showing value of stocks or bonds and the earnings credited the applicant.

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3. If an IRS Form 1099 from the financial institution is acceptable, adjust the information to project earnings expected for the next 12 months.

**D. Interest Income from Sale of Real Property Pursuant to a Purchase Money Mortgage, Installment Sales Contract, or Similar Arrangement.**

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the applicant is NOT sufficient since appropriate breakdowns of interest and principal are not included.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

**E. Rental Income from Property Owned by Applicant.**

(Owners must adjust these amounts for changes expected during the next 12 months.)

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent checks, leases, or utility bills.
3. Documentation of applicant's income and expenses in renting the property (tax statement, insurance premiums, receipts for reasonable maintenance and utilities, bank statements or amortization schedules showing monthly interest expense.)
4. Lessee's written statement identifying monthly payments due the applicant and applicant's affidavit as to net income realized.

### **III. VERIFICATION OF DEDUCTION/ALLOWANCES**

**A. Full-time student status**

1. Written verification from the registrar's office or appropriate school official.
  - a. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

**B. Child Care Expenses**

1. Written verification from the person who receives the payments.
  - a. If child care is provided by a licensed business, verification on its letterhead stationery will be acceptable.
  - b. If child care is provided in a private home (i.e. friend, relative), written notarized verification will be required.
  - c. If verification required in (a) or (b) above is not available, copies of tax returns or actual bills and receipts indicating amount paid may be used.

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2. Verifications must specify the hours and days during which the care is provided, the names of the children cared for and the frequency and amount of compensation received.
  - a. Need to determine “reasonable hours” and “reasonable costs for the jurisdictions” (as costs may often vary by seasons).

**C. Medical Expenses.**

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc., including:
  - a. The estimated medical costs to be incurred by the applicant and of regular payments due on medical bills
  - b. Extent to which those expenses will be reimbursed by insurance or a government agency.
2. The insurance company’s or employer’s written confirmation of health insurance premiums to be paid by the applicant plus a copy of a receipt, canceled check or pay stub.
3. Social Security Administration’s written confirmation of Medicare premiums to be paid by the applicant over the next 12 months.
4. For Attendant Care.
  - a. Doctor’s certification that the assistance of an attendant is medically necessary.
  - b. Attendants written confirmation of hours of care provided and amount and frequency of payments received from the family (or copies of canceled checks the family used to make those payments).
  - c. Applicant’s certification as to whether any of those payments have been or will be reimbursed by outside sources.
5. Receipts, canceled checks or pay stubs that indicate health insurance premium costs, etc., that verify medical and insurance expenses also likely to be incurred in the next 12 months.
6. Copies of payment agreements with medical facilities or canceled checks that verify payments made on outstanding medical bills that will continue for all or part of the next 12 months.
7. Receipts or other records of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. Use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, non-recurring expenses from the previous year.

**D. Handicapped Assistance Expenses**

1. Attendant care: In all cases, written certification from a doctor or a rehabilitation agency that the person with disabilities requires the services of an attendant or the use of auxiliary apparatus to permit the person with disabilities to be employed or to function sufficiently independently to enable another family member to be employed.
  - a. Attendant's written certification as to amount received from the applicant/tenant, frequency of receipt, hours of care provided or copies of canceled checks applicant/tenant used to make those payments.
2. Auxiliary apparatus: in all cases, written certification from a doctor or a rehabilitation agency that the person with disabilities requires the services of an attendant or the use of auxiliary apparatus to permit the person with disabilities to be employed or to function sufficiently independently to enable another family member to be employed.
  - a. Receipts for purchases of, or evidence of monthly payments for, auxiliary apparatus.
  - b. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
  - c. Family's written certification as to whether they receive reimbursement for any of the expenses in Paragraphs 1 and 2 above and the amount of any reimbursement received.

**IV. OTHER GENERAL VERIFICATION**

**A. Family Type and Membership in Family.**

1. **For an elderly household age may be verified by:**
  - a. a copy of a birth certificate, baptismal certificate, census record, or
  - b. receipt of SSI Old Age benefits or Social Security retirement benefits.
2. **For Disabled Head or Spouse.**
  - a. An applicant or Participant/Tenant receiving Social Security benefits or Supplemental Security Income (SSI) disability benefits will be considered to be disabled under HUD's definition, (an applicant receiving veteran disability benefits, however, does not necessarily qualify as disabled under HUD's definition). An applicant or participant/tenant family who is not receiving either of the above benefits may still qualify by providing verification from a health or service professional.
  - b. After admission, a family must continue to qualify as a disabled family at the time of their annual reexamination in order to get the benefit of the disabled deduction and in order to have medical expenses considered in determining the

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rent. However, a person with disabilities who “recovers” can remain in subsidized housing but is no longer considered disabled for deduction purposes.

3. For family membership of persons younger than age 18 - birth certificate, adoption papers or custody agreements.

### **B. Membership in Family**

1. Self-certification of family membership will be accepted at the time of an applicant family’s initial admission to the program. After initial admission, verification of family relationship will be required for all person(s) added to the household. In such cases the following verifications would be acceptable:
  - A. Marriage certificate, birth certificate, adoption papers and/or custody agreements.

### **C. Medical need for larger unit.**

1. Certification from a reliable medical source that such arrangements are medically necessary.

## **V. VERIFICATION FOR TENANT SELECTION PREFERENCES**

### **A. Local Preference 1:**

1. **Involuntarily Displaced.** Applicants will be considered involuntarily displaced if they are currently displaced and are not living in standard permanent replaced housing, or provide verification that displacement will occur within the next six months. Required verification includes:
  - (a) Written certification from a unit of government concerning displacement due to a disaster;
  - (b) Written certification from a unit of government concerning displacement due to code enforcement or public improvement/development;
  - (c) Certification from an owner concerning displacement due to Owner action
    - (1) An applicant will not be considered displaced unless there was a prior rental agreement between the owner and the applicant. Verification must include a rental agreement and canceled checks or money orders showing rental payment for not less than 90 days.
    - (2) The individual serving the notice of displacement must legally own the property in which the applicant resides. (Renters can’t displace.)
  - (d) Certification from local police, social service agency, court of law, physician or public/private shelter/counseling facility concerning displacement due to

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domestic violence (verification must indicate that instances of violence are of a recent or a continuing nature). An applicant who qualifies for a Federal Preference based on domestic violence must certify that the abuser will not reside with the applicant without prior HA approval.

- (e) For displacement due to reprisals, certification from a law enforcement agency indicating that family members provided information on a criminal activity and that the agency recommends relocating the family to avoid or minimize the risk of violence due to retaliation.
- (f) For displacement due to hate crimes of a recent or continuing nature, certification from a law enforcement agency stating that the family member has been a victim of a hate crime and has vacated the housing unit because of such a crime.
- (g) For displacement due to inaccessibility, certification by a health care professional that a family member has a mobility or other impairment that makes the current unit inaccessible and a statement by the owner that they are not legally obligated to make the necessary changes to the unit.
- (h) For displacement due to HUD disposition of a multifamily project, certification by HUD of the disposition.

2. **Substandard Housing.** Applicants will be considered to be living in substandard housing if they (a) qualify as a homeless family (as defined in Section 1); or, (b) are living in a unit that is considered dilapidated, does not have operable indoor plumbing, a flush toilet, a usable bathtub or shower, adequate electrical service, a kitchen, an adequate heat source, or has been declared unfit for habitation.

Required verification includes:

- (a) Written certification from a unit of government that the unit's condition meets the federal definition of substandard;
- (b) Written certification from an applicant's current landlord that the unit's condition meets the federal definition of substandard;
- (c) For "homeless families," written certification of their status from a public/private facility providing shelter to the family, from local police or a social service agency. (This includes applicants receiving HOPWA funding.)

3. **Paying more than 50% of Income for Rent and Utilities.** Applicants will be considered to be rent burdened if they are (a) paying more than 50% of their income for rent and utilities, **and**, have been paying this amount for more than 90 days. Applicants will not qualify for this preference if the reason they are paying more than 50% of their income is because their housing assistance under the Section 8, Public Housing, Rent Supplement, or Section 236 program was terminated for refusal to comply with applicable program policies and procedures.

Required verification to document eligibility includes:

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- (a) Third party verification of all income sources, as required by the HA;
  - (b) For rent, an applicant is required to produce a copy of either a lease (rental agreement) or rent receipts showing the applicant has been paying over 50 % of their income for rent for the previous 90 day period. If the submitted documentation is not satisfactory, however, further information will be requested.
  - (c) For utility allowances, an applicant can choose to either:
    - (1) Use the HA's Section 8 Utility Allowance (if the applicant provides documentation showing the bedroom size of their current unity); or
    - (2) Provide information (copies of bills, receipts, etc.) of all utility payments made for the prior 12 month period, or if information is not obtainable, for the entire period of an appropriate recent period (such period will be no less than six consecutive months).
4. **Extremely Low Income.** Applicants will be considered extremely low income if total verified household income is equal to or less than the higher of the Federal poverty level or 30% of the Area Median Income for their household size.

### B. Local Preference 2:

Local Preference 2 applicants are determined to have **no preference** on the waiting list and need only to document their eligibility/suitability for the program to which they apply.

## VI. SOCIAL SECURITY DISCLOSURE AND DOCUMENTATION

### A. Disclosure and Documentation Requirements

All tenants and applicants to the HA's Public Housing Program must disclose and document (as listed in VI.B below) the complete and accurate Social Security Numbers (SSNs) assigned to the applicant/tenant and to each member of the household, including live-in attendants and foster children.

1. **A family is required** to disclose and document the proper SSN for each household member. However, the HA may not deny assistance to a *Mixed Family* (see Section 1) due to non-disclosure of an SSN by an individual who does not contend to have eligible immigration status.
2. **Rules for Applicants:** Submission of SSNs and acceptable documentation must be provided during the applicant's final determination of program eligibility. Applicants **may not be housed in a unit** prior to the submission of required information for **ALL** household members, except as those included as members of a Mixed Family who do not contend to have eligible immigration status (see item VI.A.1 above).

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3. **Rules for Current Tenants as of January 31, 2010:** Excluding persons age 62 or over as of January 31, 2010, disclosure and documentation of a complete and valid SSN is required no later than the date of the **next regularly scheduled recertification or interim review** of income, family composition and program eligibility for all occupants who:
  - a. Have not previously disclosed a SSN;
  - b. Previously disclosed an SSN that HUD or the SSA determined was invalid; or
  - c. Have been issued a new SSN.

Current occupants over age 62 as of January 31, 2010 are not required to provide additional verification. This exemption continues in the current unit, or in any future assisted unit in which the occupant may reside.

4. **Rules regarding the addition of NEW Household members:**
  - a. Addition of family members under the age of 6 who have not previously been assigned a SSN: Such children may be added to the Lease, however, the family must disclose and **document a valid SSN within 90 calendar days** of the child being added to the household;
    1. At the HA's discretion, an additional 90 days may be granted where failure to comply was due to circumstances that could not have been reasonably foreseen and were outside the control of the participant.
  - b. Addition of family members age 6 and over or who are under age 6 and have an assigned SSN: The family must disclose and document the assigned SSN upon requesting to add the new family member, or at the time of processing the interim and recertification of family composition that includes the new member(s).
  - c. In accordance with procedures outlined in item C.2 below, the HA must terminate the tenancy of any tenant (and the tenant's household) for failing to meet applicable SSN disclosure and documentation requirements for all household members, including live-in attendants and foster children.

**B. Acceptable Forms of Documentation**

Documentation accepted to verify the Social Security Number of an individual will include the following:

1. A valid Social Security card issued by the Social Security Administration of the Department of Health and Human Services;
2. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. For example, a state driver's license that displays the Social Security Number;
3. Such other evidence of the SSN as HUD may prescribe or approve.

*Note:* Photo copies or plastic replicas of an individual's Social Security card cannot be accepted.

**C. Inability to provide Social Security Number Documentation**

If a family member can disclose their Social Security Number, but documentation to verify the number is unavailable at the time, the following will apply:

1. **Denial of Eligibility for Applicants.** The HA must deny the eligibility of any applicant household who has not meet the SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children. **However, if the family is otherwise eligible, they may retain their place on the waiting list for 90 calendar days** in order to allow the applicant time to provide the required documentation for all household members. If the applicant fails to comply with applicable SSN disclosure and documentation requirements within the time period specified their application will be cancelled and removed from the waiting list.
  - a. The HA may defer the cancellation, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):
    1. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the applicant; **and,**
    2. There is reasonable likelihood that the applicant will be able to disclose and document the missing SSN data within the 90 day extension period.
  - b. **In no case can the applicant be housed** until SSN disclosure and documentation requirements have been met for all members of the household, including live-in attendants and foster children.
2. **Termination of Tenancy for current Residents.** The HA must terminate the tenancy of any tenant (and the tenant's household) for failure to meet applicable SSN disclosure and documentation requirements for each household member, including live-in attendants and foster children.
  - a. The HA may defer the termination, and provide the household an additional 90 calendar days to disclose and document a SSN only if the HA determines (in its discretion):
    1. The failure to meet the requirement was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant; **and,**
    2. There is reasonable likelihood that the tenant will be able to disclose and document the missing SSN data within the 90-day extension period.

## VII. VERIFICATION OF RESTRICTIONS ON ASSISTANCE TO NONCITIZENS

- A. Each family member, regardless of age, **must** submit the following evidence to the Housing Authority:
  1. For citizens, the evidence consists of a signed declaration of U.S. Citizenship;
  2. For noncitizens who are 62 years of age or, the evidence consists of a signed declaration of eligible immigration status and a proof of age document;
  3. For all other noncitizens, the evidence consists of a signed declaration of immigration status, the eligible USCIS documents (see section F of this Exhibit), and a signed verification consent form.
  4. Family members who choose not to contend they are a U.S. Citizen or have eligible immigration status, are not required to sign the declaration, however, the family must identify to the Housing Authority which member(s) have elected not to contend.
- B. The declaration is a form signed under penalty of perjury whereby each family member declares whether they are a U.S. citizen or have eligible immigration status. The verification consent form allows the Housing Authority to verify declared immigration status with the USCIS. Each adult **must** sign both the declaration and consent forms. For each child, the declaration and consent forms **must** be signed by an adult residing in the assisted dwelling unit who is responsible for the child.
- C. The Housing Authority will require evidence of eligible status be submitted at the following times:
  1. For applicants, the evidence must be submitted at the time of original application.
  2. For new occupants of assisted units, the evidence will be submitted at the first interim or regular reexamination following the person's occupancy.
- D. Extensions
  1. The Housing Authority **must** extend the time for applicants and residents to submit the required evidence **if** the family member:
    - a. Submits the declaration certifying eligible immigration status; **and**,
    - b. Certifies that the evidence needed to support the claim is temporarily unavailable, additional time is needed to obtain the evidence, and prompt and diligent efforts will be made to obtain the evidence.
  2. The Housing Authority's decision to deny or grant an extension **must** be issued to the family by written notice. If the extension is granted, the notice will specify the extension period granted, not to exceed a maximum limit of 30 days. If the extension is denied, the notice will explain the reasons for the denial.

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- E. For each family member, the family is required to submit evidence of immigration or citizenship status only once during continuously assisted occupancy under any covered program.
- F. Acceptable evidence of eligible immigration status are as follows:
1. **Form I-551** Alien Registration Card
  2. **Form I-94** Arrival Departure Record annotated with one of the following:
    - Admitted as Refugee Pursuant to Section 207
    - Section 208 or Asylum
    - Section 243(h) or Deportation stayed by Attorney General
    - Paroled Pursuant to Section 212(d)(5) of the INA
  3. **Form I-94** Arrival Departure Record not annotated, must be accompanied by one of the following:
    - A final court decision granting asylum
    - A letter from the USCIS asylum officer, or from the USCIS district director granting asylum
    - A court decision granting withholding or deportation
    - A letter from an USCIS asylum officer granting withholding of deportation
  4. **Form I-688** Temporary Resident Card annotated with Section 245A or Section 210
  5. **Form I-688B** Employment Authorization Card annotated with Provision of Law 274a.12(11) or Provision of Law 274a.12
  6. A receipt from the USCIS indicating the application for issuance of a replacement document for one of the above.
- G. When the eligible evidence is submitted, the Housing Authority **must** verify the family's eligibility status in the following manner:
1. **Primary Verification:** The Housing Authority must contact the USCIS automated verification system (SAVE) to re-verify the documents. The SAVE system provides access to names, file numbers, and admission numbers of noncitizens. Should the SAVE system confirm eligibility, the family will be eligible for assistance. Should the SAVE system not confirm eligible

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immigration status of the family, the Housing Authority must institute Secondary Verification.

2. Secondary Verification: This is a manual search of the USCIS records requested by the Housing Authority in writing within 10 days of receiving the results from the SAVE system. The manual search is initiated by forwarding copies of the original USCIS documents provided by the family, attached to the USCIS document G-845S, to the designated USCIS office for review.
- H. If a family fails to submit the required evidence within the time period specified, or if the evidence is submitted, but fails to establish eligible immigration status as described in paragraph G.2. of this section, the Housing Authority will determine the family or family members ineligible and notify them of their options under the program (See Exhibit K).

## EXHIBIT H. VERIFICATION INSTRUCTIONS FOR TENANT SELECTION PREFERENCES

Revised 06/14/2023

### I. RENT BURDEN - PAYING MORE THAN 50% OF INCOME FOR RENT:

For purposes of this preference, Rent is defined as the actual monthly amount due under a lease or occupancy agreement, plus the monthly amount paid for tenant supplied utilities. An applicant qualifies for this preference if they (a) they are currently paying more than 50% of their income for rent and utilities and (b) have been paying more than 50% of their family income for rent and utilities for at least the previous 90 days. An applicant will not qualify for this preference if the reason they are paying more than 50% of their family income for rent is because their housing assistance under the Section 8, Public Housing, Rent Supplement, or Section 236 program was terminated for refusal to comply with applicable program policies and procedures on the occupancy of under-occupied and over-crowded units.

#### Required Verification Procedures:

- (1) Third party verification of all income sources, as required by the Authority;
- (2) For **rent**, copies of the current lease or rental agreement, or, copies of recent rental receipts or canceled checks or money orders.
- (3) For **utility expenses**, an applicant may choose either:
  - a) To use the allowance amount provided under the Authority's Section 8 Utility Allowance schedule (the applicant must provide documentation showing the bedroom size of their current unit); or
  - b) Provide information (copies of bills, receipts, etc.) or all utility payments made for the prior 12 month period, or if information is not obtainable, for the entire period of an appropriate recent period (such period will be no less than six consecutive months) to enable the Housing Authority to accurately calculate a 12 month average.

### II. SUBSTANDARD HOUSING

A family qualifies for this preference if they meet either (A) or (B) as follows:

- (A) Are a "**Homeless Family**". A Homeless family is any person or family that lacks a fixed, regular and adequate nighttime residence **and** has a primary nighttime residence that is:
  1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing);
  2. An institution that provides temporary residence for individuals intended to be institutionalized, or

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3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**NOTE:** A “Homeless Family” does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or state law; nor does it include an individual residing in a drug or alcohol treatment center which provides a subsidy and a certain amount of time to locate housing upon completion of the treatment program.

(B) Live in a unit that meets one or more of the following conditions:

- 1) Is dilapidated (does not provide safe, adequate shelter and in its present condition endangers the health, safety, or well-being of the family; or has one or more critical defect or a combination of defects requiring considerable repair.);
- 2) Does not have operable indoor plumbing;
- 3) Does not have a usable flush toilet in the unit;
- 4) Does not have a usable bathtub or shower in the unit;
- 5) Does not have adequate, safe electrical service;
- 6) Should, but does not, have a kitchen;
- 7) Does not have a safe or adequate source of heat;
- 8) Has been declared unfit for habitation by an agency or unit of government.

**Required Verification Procedures:**

(A) Homeless Family - Written certification of their status from a public/private facility currently providing shelter to the Family, or, written certification from local police or a social service agency who is knowledgeable about the family’s current living situation.

(B) Condition of Unit - Written certification from a unit of government or the applicant’s current landlord that the unit meets the definition of substandard.

**III. INVOLUNTARY DISPLACEMENT:**

An applicant qualifies for a preference in this category if they (a) have already vacated a unit and are not living in standard, permanent replacement housing, **or** (b) within no more than six months from the date of preference certification by the family or verification by the Housing Authority, will be forced to vacate their unit for any of the following reasons:

- 1) **Displacement by Disaster.** An applicant’s unit is uninhabitable because of a disaster, such as a fire or flood.

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- 2) **Displacement by Government Action.** Action carried on by an agency of the United States or by any state or local governmental body or agency in connection with code enforcement or a public improvement or development program.
- 3) **Displacement by Action of a Housing Owner.** Action by a housing owner that results in an applicant having to vacate their unit, where:
  - a) The reason for the owner's action is beyond an applicant's ability to control or prevent;
  - b) The action occurs despite an applicant's having met all previously imposed conditions of occupancy; and,
  - c) The action taken is other than a rent increase.

Examples of such action by a housing owner include:

- Conversion of an applicant's housing unit to non-rental or nonresidential use;
  - Closure of an applicant's housing unit for rehabilitation or for any other reason;
  - Notice to an applicant that they must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy;
  - Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred;
  - Any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market.
- 4) **Displacement by Domestic Violence.** An applicant is involuntarily displaced if (a) the applicant has vacated their dwelling unit, because of domestic violence; or, (b) they are living in a unit with a person who engages in domestic violence. *Domestic Violence* is defined as the actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.
  - 5) **Displacement to Avoid Reprisals.** Applicants qualify for this category when an applicant's family member provided information on criminal activities to a law enforcement agency, and, based on a threat assessment, the family is being forced to move to avoid reprisals.
  - 6) **Displacement by Hate Crimes.** An applicant is displaced where an applicant's family has been the victim of one or more hate crimes and has vacated their unit because of such a crime, or fear associated with such a crime. *Hate Crimes* are defined as actual or threatened physical violence or intimidation that is directed against a person or their property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.
  - 7) **Displacement by Inaccessibility of Unit.** Applicants qualify for this preference when an applicant's family member has a mobility or other impairment that makes the person unable to use critical elements of the unit, and where the owner is not legally obligated to change the unit so that these critical elements are accessible to the disabled person as a reasonable accommodation.

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- 8) **Displacement because of HUD Disposition of Multifamily Project.** An applicant's family is displaced due to disposition of a multifamily project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

**NOTE:** An applicant evicted from their unit (regardless of the reason) does not qualify for an Involuntarily Displaced preference. Additionally, an applicant who was previously displaced, but now lives in Standard, Permanent Replacement Housing does not qualify for this preference.

**Required Verification Procedures:**

- 1) Displacement by Disaster: Written certification from a unit of government concerning displacement due to a disaster;
- 2) Displacement by Government Action: Written certification from a unit of government concerning displacement due to code enforcement or public improvement/development;
- 3) Displacement by Action of a Housing Owner: Certification from the applicant's owner concerning displacement due to owner action. An applicant will not be considered displaced unless there was a prior rental agreement between the owner and the applicant. Verification must include a rental agreement and canceled checks or money orders showing rental payment for not less than 90 days;
- 4) Displacement by Domestic Violence: Certification from local police, social service agency, court of law, physician, or public/private shelter/counseling facility concerning displacement due to domestic violence. Verification must indicate that instances of violence are of a recent or continuing nature. An applicant who qualifies for this preference must certify that the abuser will not reside with the applicant in the assisted unit without the prior written approval of the Housing Authority;
- 5) Displacement to Avoid Reprisals: For displacement due to reprisals, certification from a law enforcement agency indicating that family member(s) provided information on a criminal activity and that the agency recommends relocating the family to avoid or minimize the risk of violence due to retaliation;
- 6) Displacement by Hate Crimes: For displacement due to hate crimes of a recent or continuing nature, certification from a law enforcement agency stating that the family member has been a victim of such a hate crime and has vacated their housing unit because of such a crime;
- 7) Displacement by Inaccessibility of Unit: Certification from a health care professional that a family member has a mobility or other impairment that makes the current unit inaccessible and a statement by the owner that they are not legally obligated to make the necessary changes to the unit;
- 8) Displacement because of HUD Disposition of Multifamily Project: Certification by HUD regarding the disposition of the unit.

## **EXHIBIT I. GRIEVANCE PROCEDURE**

*Revised 06/14/2023*

### **I. PURPOSE**

The purpose of this document is to set forth the requirements, standards and procedures for handling and review of Tenant Grievances presented to the Sedro-Woolley Housing Authority, Washington (“Housing Authority”), to assure the Housing Authority Tenant a reasonable review and, if requested, a hearing on Tenant complaints regarding the Housing Authority’s action or failure to act in such a way that affects that Tenant’s rights under the lease with the Housing Authority or Housing Authority application of its regulations or policies which the Tenant believes to adversely affect the individual Tenant’s rights, duties, welfare or status. The Grievance Procedure set forth herein has been adopted by the Board of Commissioners of the Housing Authority and is incorporated by reference in all dwelling leases between the Housing Authority and its Tenants.

Copies of the Grievance Procedure will be furnished to each Tenant and to all resident organizations. The Housing Authority will provide at least 30 days’ notice to Tenants and Resident Organizations setting forth any changes to the Housing Authority’s Grievance Procedure and providing opportunity to submit written comments. Comments submitted will be considered by the Housing Authority before adoption of any Grievance Procedure Changes.

### **II. DEFINITIONS**

For the purpose of handling and reviewing all individual Tenant complaints, the following definitions are applicable:

- A. “Grievance” means any complaint or dispute which an individual Tenant (residing in a Housing Authority owned dwelling unit assisted under the U.S. Housing Act of 1937) may have with respect to a Housing Authority action or failure to act which affects that Tenant’s lease or with respect to Housing Authority regulations which a Tenant believes adversely affect that tenant’s rights, duties, welfare or status. Examples include, but are not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities.
- B. “Complainant” means any Tenant presenting a complaint or dispute to the Housing Authority, or at one of the Area Offices, to be handled or reviewed in accordance with the procedures set forth below.
- C. “Hearing Officer” means a person appointed in accordance with Section 6 hereunder to hear a Grievance and render a decision.
- D. “Resident Organization” includes a resident management corporation or a resident council.
- E. “Tenant” means the adult person(s) (other than live-in attendants):

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1. Who resides in the unit, and who executed the lease with the Housing Authority, or, if no such person now resides in the unit,
2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

### **III. APPLICABILITY**

This procedure will be applicable to all individual Tenant Grievances as defined in Section 2, except as stated below:

- A. The Grievance Procedure will not be applicable to disputes between Tenants or to class grievances against the Housing Authority.
- B. The Grievance Procedure is not to be used as a forum for initiating, negotiating, or reviewing policies established by the Housing Authority Board of Commissioners.

### **IV. INFORMAL SETTLEMENT OF GRIEVANCE**

Any Grievance must first be presented, either orally or in writing, to the appropriate Area Office of the Housing Authority so that the Grievance may be discussed informally by the Complainant and the Manager of the Area Office involved and settled, if possible, without a hearing. All Grievances must be presented to the appropriate office within 10 business days of the date of the receipt of the notice of the Housing Authority's proposed adverse action (or of the date of the Housing Authority's alleged failure to act), except in the case of a 14-day notice for termination of a tenancy for nonpayment of rent or a three-day notice for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority, or a three-day notice for any drug-related criminal activity in which event the Grievance must be presented within three business days of the receipt of the notice to forestall service of a Summons and Complaint.

Failure to request the informal review with the Manager within the above time limits will result in the Complainant forfeiting any further rights to have their grievance heard within the Housing Authority's internal grievance procedure; provided, however, that if the Complainant establishes to the satisfaction of the Hearing Officer that the failure to comply with this requirement was for good cause the hearing Officer may elect to proceed with a formal grievance hearing.

The Complainant and the Manager will attempt to resolve the complaint or dispute at this informal discussion. The Complainant and the Manager may each have a maximum of three other persons in attendance at the informal discussion. After the meeting, the Manager will write a detailed account of the meeting, will send the original account to the Tenant with a copy to the Tenant's representative, if requested, and place a copy in the Tenant's file stating: (1) the date of the meeting; (2) the pertinent facts discussed; (3) the names of the participants; (4) the proposed disposition of the complaint; and (5) the procedures by which a hearing may be obtained, including the date by which a written request for a hearing must be received, if the Complainant is not satisfied with the Housing Authority proposed disposition.

This account of the proceedings, along with a copy of the Grievance Procedure will be sent to the Complainant within three business days after the meeting. The procedures for obtaining the formal grievance hearing are set forth in Section 5 below.

## V. PROCEDURE TO OBTAIN A HEARING

- A. **Request for a Hearing.** The Complainant must submit a written request for a hearing to the Area Office within five business days after the receipt of the Manager's account of proceedings prepared pursuant to Section 4 above. Receipt is defined as the earlier date of actual delivery to a member or tenant household, or eight days from the date of proper mailing (properly addressed, postage prepaid) of the Manager's account of the proceedings. The written request will specify: (1) the Grievance; (2) the reasons for the Grievance; and (3) the action or relief sought.

The Tenant's request for a grievance hearing will be dated immediately upon receipt at the appropriate Area Office and filed with a copy of the account of the informal discussion and a copy of the letter to the Tenant in the Tenant's file. After the hearing is completed, a copy of these documents, along with the written decision of the Hearing Officer, will be placed in a separate grievance hearing file marked with the date of hearing. All names and identifying references will be deleted from said file.

- B. **Failure to Request a Hearing.** If the Complainant does not request a hearing in the manner provided in Subsection 5.A. above, the Housing Authority's disposition of the Grievance under Section 4 will become final; provided, however, that the failure to request a hearing will not constitute a waiver by the Complainant of the right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- C. **Amounts Owning.** No grievance hearing may be scheduled on any grievance involving rent which the Housing Authority claims is past due until the Complainant pays to the Housing Authority an amount equal to the undisputed part of the rent that is the subject of the dispute. If a grievance does not involve rent, payment of the rent must be made in the normal manner without regard to the pending grievance hearing. In all cases, the undisputed portion of the rent must remain current until the decision of the Hearing Officer is announced and the Tenant will be obligated to continue paying rent until the rented premises are vacated as set forth in the Tenant's lease with the Housing Authority.
- D. **Scheduling of Hearings.** When Tenant has satisfied the requirements of Subsections A and C of this Section, a hearing will be scheduled by the Hearing Officer no sooner than seven calendar days but no later than 15 business days after receipt by the Area Office of the request for hearing specified in Section 5 above, the time and place of the hearing to be convenient both to the Complainant and to the Housing Authority. Extension of this time limit must be agreed to in writing by both parties. The Tenant and the Housing Authority will be given written notice of the time, the place and the procedures governing the hearing, such notices to be delivered to both the Housing Authority and to the Tenant personally, or sent by first-class mail, postage prepaid, properly addressed to the Housing Authority Area Office and to the Tenant at the premises.

## VI. SELECTION OF HEARING OFFICER

## Admission and Continued Occupancy Policy (ACOP)

- A. For grievances involving a charge under \$100, the Hearing Officer will be an impartial employee of the Housing Authority who was not involved in the original decision.
- B. For all other grievances, The Hearing Officer will be an impartial person who may not be an officer, employee, agent or tenant of the Housing Authority. In these cases, the following applies:
  - 1. The Hearing Officer will be selected from a list of qualified individuals established by the Housing Authority in response to a request for services bid proposal. Said list will have previously been presented to residents and resident organizations for their review and comment. Individuals selected for this list of rotating Hearing Officers will have successful prior experience as a hearing officer, an arbitrator approved by the American Arbitration Association or Federal Mediation and Conciliation Service, a judge or chair of quasi-judicial hearings as well as proven experience in effectively communicating findings and conclusions both orally and in writing.
  - 2. The Housing Authority reserves the right to pay the Hearing Officer a stipend for their services and to provide training on such areas as the grievance procedure, dwelling lease requirements, and other related policies.

## **VII. ACCOMMODATION OF PERSON WITH DISABILITIES**

- A. At any time during the Grievance process, a Complainant may request reasonable accommodation of a handicap/disability of a household member, including reasonable accommodation so that the Complainant can meet lease requirements or other requirements of tenancy.
- B. The Housing Authority will provide reasonable accommodations for persons with disabilities to participate in the Grievance process. Reasonable accommodation may include: qualified sign language interpretation, readers, and accessible locations.
- C. If the Complainant is visually impaired, any notice to the Complainant which is required as part of the Grievance procedure will be in an accessible format.

## **VIII. PROCEDURES GOVERNING THE HEARING**

- A. The Complainant will be afforded a fair hearing providing the basic safeguards of due process which will include:
  - I. The opportunity to examine before and during the hearing and, at the expense of the Complainant, to copy all documents, records and regulations of the Housing Authority directly relevant to the grievance hearing. Any document not identified and made available to the Complainant upon reasonable request may not be used by the Housing Authority at the hearing;
  - II. The right to be represented by counsel or any other person designated by Complainant as Complainant's representative, and to have such person make statements on the Complainant's behalf;
  - III. The right to a private hearing unless the Complainant requests a public hearing;

- IV. The right to present evidence and argue in support of the complaint, to contest evidence or information relied on by the Housing Authority and to confront or cross examine all witnesses upon whose testimony or information the Housing Authority relies; and
  - V. A written decision based solely and exclusively upon the facts presented at the hearing and that includes a statement of the reasons for the determination.
- B. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue raised by the Grievance has been the subject of a decision in a previous proceeding which provided the Complainant procedural safeguards at least equal to those required herein.
  - C. If either the Complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may continue the hearing for a period not to exceed five business days for documented good cause or may determine that the non-appearing party has waived the right to a hearing. Both the Complainant and the Housing Authority will be notified of the decision of the Hearing Officer; provided, however, that a determination that the Complainant has waived the right to a hearing will not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of the Grievance in an appropriate judicial proceeding.
  - D. At the hearing, the Housing Authority will present its reason for taking or failing to take the action that is in dispute followed by the Tenant's explanation for why they think that the Housing Authority action or failure to act was incorrect.
  - E. All hearings will be conducted informally by the Hearing Officer, and both oral and documentary evidence pertinent to the facts and issues raised by the Grievance may be received without regard to whether such evidence would be admissible under the rules of evidence applicable to judicial proceedings. Irrelevant and unduly repetitive evidence will be excluded. Challenges to the admissibility of evidence will be determined solely by the Hearing Officer in its reasonable discretion. The Hearing Officer will require the Complainant, the Housing Authority, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings, in a decision adverse to the interests of the disorderly party or in such other relief as the Hearing Officer will reasonably determine. The Complainant or Housing Authority may arrange in advance and at the expense of the party making the arrangement, for the reporting or recording of all or any part of the proceedings at a hearing. If proceedings at a hearing are reported or recorded, the record so made will be made reasonably available to either party with the expense of reviewing or copying the record of a hearing to be paid by the party requesting the review or copy.

## **IX. DECISION OF THE HEARING OFFICER**

- A. The Hearing Officer will prepare a written decision, stating the findings of fact and conclusions upon which the result is based, within a reasonable time after the hearing, but not exceeding 10 business days. A copy of the decision will be sent to the Complainant and to the Housing Authority in the same manner as in Section 5. The Housing Authority will retain a copy of the decision in the Tenant's folder. A copy of such decision with all names and identifying

## Admission and Continued Occupancy Policy (ACOP)

references deleted may also be kept in a file maintained by the Housing Authority and made available for inspection by prospective Complainants, their representatives, or by subsequently appointed Hearing Officers.

- B. The decision of the Hearing Officer will be binding on the Housing Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determines within a reasonable time, not to exceed 30 days, and promptly notifies the Complainant in writing of its determination, that;
  - 1. The Grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the Complainant's lease or Housing Authority regulations, in a way which adversely affected the Complainant's rights, duties, welfare or status;
  - 2. The decision of the Hearing Officer is contrary to federal, state, or local laws, to the United States Housing Act of 1937, as amended, to Department of Housing and Urban Development regulation and requirements, to the Housing Authority's regulations and policies, or to the Annual Contributions Contract in effect on the date of the hearing.
- C. A decision by a Hearing Officer in favor of the Housing Authority, or which denies the relief requested by the Complainant in whole or in part, or a determination by the Housing Authority Board of Commissioners under Subsection 9.B., paragraphs 1. and 2. will 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.

## **X. PROPOSED ADVERSE ACTIONS/EVICTION ACTIONS**

- A. In the case of proposed adverse actions other than a proposed lease termination, the Housing Authority will not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- B. If the Grievance involves a Housing Authority notice of termination of tenancy (including any concurrently served notice to vacate required under state or local law), the tenancy will not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- C. After completion of the grievance procedure, an unlawful detainer action will commence if the Tenant does not voluntarily vacate in accordance with the decision of the Hearing Officer.

# EXHIBIT J. HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY - DWELLING LEASE

Revised 08/30/2023

SEDRO-WOOLLEY  
HOUSING AUTHORITY  
830 TOWNSHIP ST • SEDRO-WOOLLEY, WA 98284  
PHONE (800) 417-9875 or (206) 826-5320 • FAX (206) 902-9801

OFFICE USE ONLY	
FORM #:	191S
HOUSEHOLD ID:	
TICKLER #:	
EFFECTIVE DATE:	

## DWELLING LEASE

Client No: \_\_\_\_\_ A/R Date: \_\_\_\_\_  
Unit No: \_\_\_\_\_ BD Size: \_\_\_\_\_

This lease is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Housing Authority of the City of Sedro-Woolley, Washington, a public corporation ("Housing Authority"), and \_\_\_\_\_ ("Tenant").

**IT IS AGREED THAT:**

The Housing Authority, relying upon the representation of the Tenant as to Tenant's household composition, income, and need, hereby Leases to the Tenant upon the conditions hereinafter provided, the unit or residence located at

\_\_\_\_\_ Washington ("premises"), Zip Code \_\_\_\_\_, to be occupied exclusively as a private dwelling and only residence by the Tenant and family (see Section 6.K), composed exclusively of the household members listed below (or the household members listed on the applicable Rider to the Dwelling Lease). Requests for additions to the household members listed below, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by the Housing Authority. Approval for residency of live-in attendants and foster children will not be unreasonably withheld by the Housing Authority.

FULL NAME	RELATIONSHIP TO HEAD	DATE OF BIRTH
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____
_____ *	_____ *	_____

The Tenant shall have the right to occupy the premises during the period from \_\_\_\_\_, 20\_\_\_\_ to the commencement of the Lease term on the terms and conditions set forth upon payment of \$ \_\_\_\_\_ as rental for the partial month until the beginning of the term. This Lease shall begin on \_\_\_\_\_. The term of this Lease shall be for one year and shall renew automatically for the same period, unless terminated as provided by this Lease or by law; provided, however, the Housing Authority reserves the right to modify the terms and conditions of this Lease as provided in Section 12 of this Lease. The monthly rental is \$ \_\_\_\_\_ or such other sum as the parties may agree upon in writing. This amount is due on or before the first day of each month at the place designated in writing by the Housing Authority and is considered delinquent if not received by the seventh (7th) calendar day of the month. The amount of the rent shall remain in effect until adjusted in accordance with the provisions of this Lease. Cash payments are not acceptable. The rental amount is based on one of two -Tenant chosen methods: (1) "Income-based" Rent - Rent is based on the amount of income and other information provided by the Tenant, with a Minimum Rent of \$25 per month; or (2) "Flat Rent" - Rent is based on the Housing Authority-determined Flat Rent for this unit. If the Tenant has selected the "Flat Rent" option, they may request a re-examination and change to the "Income-based Rent" at any time the family's income has decreased, or on-going expenses (such as child care or medical costs) have increased or any other circumstances occur creating a hardship for the family that would be alleviated by a change in rent. A Tenant requesting a rent change under such circumstances would remain under the Income-based calculation method until the time of their next Annual Review. The Tenant may change rent calculation methods at their annual recertification. If a Tenant is paying the Minimum rent and their circumstances change creating an inability to pay the rent, the Tenant may request suspension of the minimum rent because of a recognized hardship as outlined in the Admissions and Occupancy policy.

The rental charge includes minimum water, sewer, garbage collection charges and \_\_\_\_\_, according to the current Schedule of Utilities posted in the Housing Authority Area Office ("Area Office"). The utility allowance established by the Housing Authority may be modified at its discretion upon thirty (30) days notice to Tenant in accordance with Section 12 of this Lease. Tenants using more than the maximum allowance for any utility service shall pay for such excess in accordance with the current Schedule of Utilities posted in the Area Office. If heat or hot water is to be supplied by the Housing Authority according to the current Schedule of Utilities, the Housing Authority agrees to furnish same as specified by law. The Housing Authority shall not, however, be liable for failure to supply any of the above services for any cause beyond its control. The Housing Authority's responsibilities are further outlined in Section 7 of the Terms and Conditions of this Lease.

If heat is to be supplied by the Tenant, the Tenant agrees to furnish heat to the premises to prevent damage to the premises. If, for any

## Admission and Continued Occupancy Policy (ACOP)

reason, the Tenant is unable to maintain sufficient heat, Tenant shall immediately notify the Housing Authority. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain sufficient heat or to notify the Housing Authority of the lack of sufficient heat due to any cause beyond the Tenant's control.

### TERMS AND CONDITIONS

The following terms and conditions of occupancy ("terms") are made part of this Lease:

**1. TERMS OF OCCUPANCY.** Rental and/or recurring occupancy charges are payable in advance without demand or billing at the place designated in writing by the Housing Authority, on or before the first day of each calendar month and are delinquent if received after the seventh (7th) calendar day of the month. If full rent is not received on or before the 7th calendar day of the month, a late rent charge of \$10 will be charged for the next three (3) day period. Thereafter, a charge of \$2 shall be made for each additional day the rent remains unpaid subject to a maximum of \$30. Charges for partial periods of occupancy shall be prorated over the number of days in a month in which the unit is occupied by the Tenant. The Tenant further agrees to pay in accordance with Section 6.I of this Lease any charges determined in accordance with the Housing Authority's current schedules and arising from the Tenant's failure to perform obligations under this Lease. If a Tenant check is returned for insufficient funds, the Housing Authority shall bill the Tenant for the amount the bank charges for processing the returned check. Thereafter, the Housing Authority may require all future rental payments to be made by cashier's check or money order.

Tenant shall pay a security deposit of \$ \_\_\_\_\_ at the time of execution of this Lease. The deposit will be held at U.S. Bank of Washington, Tukwila-Andover Park office, 151 Andover Park E., Tukwila WA 98188, accruing no interest, and will be returned at the termination of this Lease less any charges assessed by the Housing Authority in accordance with the terms of this Lease. The Housing Authority shall provide the Tenant with a written receipt for the deposit showing the amount of the deposit. When necessary, and with the written approval of the Housing Authority, the Security Deposit may be made in two payments - (one-half in advance and one-half with the second month's rent payment). Tenant shall be responsible and shall reimburse the Housing Authority for damages to the premises, or to any equipment supplied by the Housing Authority, beyond normal wear and tear. If charges are made against Tenant's deposit, the Housing Authority will mail to the Tenant at the address last known or provided to the Housing Authority a written estimate and/or statement of the basis of such charges within fourteen (14) days after the Housing Authority determines that the Tenant has vacated, together with any refund due. No deposit may be withheld to compensate for wear resulting from reasonable use.

The Housing Authority reserves the right to adjust any written estimate of charges either up or down, to reflect actual costs of repair or replacement. If the actual costs are less than the funds retained, the excess shall be promptly paid to the Tenant. If the actual costs exceed the funds retained, the Tenant shall promptly pay the excess after proper billing by the Housing Authority.

**2. USE AND OCCUPANCY OF DWELLING.** Tenant shall use and occupy the premises exclusively as a private dwelling for Tenant and family (as listed on this Lease or any attached Rider) and for no other purpose and only during such time as Tenant may be eligible. Tenant must live in the unit and the unit must be Tenant's only place of residence. Tenant shall not occupy, or receive assistance for occupancy of, any other unit assisted under any Federal Housing assistance program during the term of this Lease. Tenant shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the written consent of the Housing Authority. Tenant shall notify the Housing Authority of any absences from the dwelling unit (defined to mean that no member of the Tenant family is residing in the unit) and shall not be absent from the unit for periods of time in excess of the policy as stated in the Authority's Admissions and Occupancy Policy). This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a reasonable period, provided that any person staying at the premises more than fourteen (14) days in a three (3) month period shall be reported to the Housing Authority by the Tenant for such review as may be appropriate under Section 5 of this Lease. Tenant shall comply with all laws affecting the use or occupancy of the premises and with all rules and regulations now or hereafter established or modified by the Housing Authority.

In the event that, during the term of the Lease, the Tenant develops a physical or mental impairment which is permanent or is of long continued duration and which impedes the Tenant's ability to meet the requirements of the Lease (including Lease violations which endanger or jeopardize the Tenant's, other resident's, or Housing Authority's welfare or property) and the Housing Authority cannot make a reasonable accommodation which enables the Tenant to comply with the Lease, the Housing Authority may terminate this Lease and the tenancy and require the Tenant to move.

### 3. TERMINATION OF THE LEASE.

**A. Good Cause.** This Lease may be terminated by the Housing Authority giving the Tenant written notice of good cause for termination thirty (30) days prior to the expiration of the Lease term. The Tenant shall, however, pay rent and be responsible for the premises until the termination of the Lease, until the return of all keys to the Area Office or until the premises are actually vacated, whichever occurs last. Good cause includes, but is not limited to, failure to make payments required under the Lease; chronic rent delinquency as described in Section 6.C of this Lease; serious or repeated interference with the rights of neighbors or employees, including those listed in Section 6.E of this Lease; serious or repeated damage to the premises; serious or repeated failure to comply with material agreements, including without limitation the Tenant Responsibilities listed in Section 6 of this Lease; creation of serious physical, sanitary, or safety hazards; criminal activity or drug-related criminal activity as defined in Section 3.D; alcohol abuse that the Housing Authority determines threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; misrepresentation of any material fact on the application or at any time during occupancy; failure of the Tenant to accept, sign, and return any new Lease or Lease Amendment contemplated under Section 12 of this Lease; failure of the Tenant to comply with the Community Service Requirement; or other good cause.

**B. Noncompliance with Lease.** In the case of noncompliance with any provision of this Lease, other than noncompliance listed in Section 3.C or 3.D below, or the failure of the Tenant to accept, sign and return a new Lease or Lease Amendment contemplated under Section 12 of this Lease, the Housing Authority may give the Tenant a warning notice ("Warning Notice"), requiring the Tenant to comply within ten (10) days. If the Tenant fails or refuses to comply within ten (10) days after service of the Warning Notice, the Housing Authority may issue, at any time thereafter during the Lease term, a thirty (30) day notice of termination of tenancy for good cause.

**C. Failure to Pay Rent.** In the case of nonpayment of rent, the Housing Authority may give the Tenant Notice to pay rent within three (3) days after service of the Notice. The Notice shall inform the Tenant of the amount of rent due and owing; and that if the Tenant fails to pay the rent and remains in possession, an unlawful detainer suit may be initiated on the fourth (4th) day after the

date of said notice asking for a court order terminating the tenancy and evicting the Tenant from the unit on or after the fourteenth (14th) day from the date of said notice.

**D. Criminal and/or Drug Related Activity.** If a tenant or any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public Housing premises of other tenants or of employees of the Housing Authority; or any drug-related criminal activity on or off the premises (defined as the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 502]) the Housing Authority may give the Tenant Notice to vacate within three (3) days after service of the Notice according to RCW 59.12.030(5), or other applicable statute. Additionally, if any guest or other person under the Tenant's control engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public

## Admission and Continued Occupancy Policy (ACOP)

Housing premises by other tenants or employees of the Housing Authority; or any drug-related criminal activity (as defined above) on or near the premises, the Housing Authority may serve the Tenant with a Notice to vacate within three (3) days after service of the Notice according to RCW 59.12.030(5), or other applicable statute.

The Housing Authority, when evicting a Tenant under this section, shall notify the local post office when such Tenant is no longer residing in the dwelling unit. Drug-related or other criminal activity is cause for eviction even in the absence of conviction or arrest.

**E. Any notice of Lease termination shall:**

- (1) State the reason for the termination (i.e., criminal activity, drug-related criminal activity, non-payment of rent, etc.)
- (2) Inform the Tenant of their right to make such reply as they may wish;
- (3) State that the Tenant is entitled to a grievance hearing on the termination;
- (4) Inform the Tenant of their right, upon request, to examine (and copy at their own expense) prior to the grievance hearing (if applicable) or court trial documents, recordings, or regulations directly related to the termination of tenancy or eviction.

F. Any notice which is required by state law or by federal law shall be combined with, or run concurrently with, a notice of Lease termination under Section 3.A.B.C. and D. of this Lease.

G. On or before the date of termination of tenancy, the Tenant must quietly and peacefully vacate the premises and surrender possession thereof to the Housing Authority. If the Tenant vacates the premises according to such notice, the Lease shall be terminated (1) when the Tenant vacates and returns all keys to the premises to the Area Office; or (2) the day following the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by the Housing Authority in good order and repair, reasonable wear and tear excepted.

H. If the tenant abandons the dwelling unit, the Housing Authority shall take possession of the tenant's personal property remaining on the premises and shall store and care for the property. The Housing Authority will consider the unit to be abandoned when a tenant has fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The Housing Authority has a claim against the tenant for reasonable costs and expenses incurred in removing the property, storing and caring for the property, and in disposing of the property. If the personal property left by Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Tenant.

I. This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Tenant or member of the Tenant's household.

J. **Termination by Tenant Notice.** At any time, the Tenant may give to the Housing Authority fifteen (15) days notice in writing of the termination of the Lease. (Tenant shall be liable for rent up to the end of the 15 days for which notice was required, or, to the date the unit is re-rented, whichever date comes first.)

K. **Termination of Lease Upon Death of Tenant.** Upon the death of the Tenant this Lease shall terminate immediately.

L. **Restraining Order.** Any court order which restrains, in any way, the Tenant from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than ninety (90) days shall be deemed to be good cause to terminate the Tenant's tenancy upon thirty (30) days notice.

**4. NOTICES.** Any notice required by this Lease or by law to be served upon the Housing Authority shall be sufficient if delivered by Tenant or Tenant's agent to the Housing Authority Manager at the Area Office or sent by first class mail, postage prepaid, properly addressed to the Area Office Manager, or to any person designated in writing by the Housing Authority. Except for notices required under Section 9 and/or 12 of this Lease, any notice required by this Lease or by law to be served upon the Tenant shall be served either (1) by delivering a copy personally to the Tenant or (2) if the Tenant is absent from the premises, by leaving there a copy, with a person of suitable age and discretion residing at the premises, and sending a copy through the mail addressed to the Tenant at Tenant's residence; or (3) if a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending copy through the mail first class postage prepaid and addressed to the Tenant at the premises. If the Tenant is visually impaired, all notices shall be made in an accessible format.

Service of process shall be made to the Tenant in accordance with the requirements of RCW 59.12.

**5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY.**

A. **ANNUAL REVIEWS.** Tenants whose rent is based on the "Income-based rent" method shall annually submit to the Housing Authority true, complete and accurate information as to source and amount of Total Family Income and composition in order for the Housing Authority to determine the appropriate rent, the appropriate size of the unit, and the tenant's eligibility for continued occupancy. Such annual review will be conducted in accordance with the Admissions and Occupancy Policy Governing Eligibility and Continued Occupancy ("Admissions and Occupancy Policy") posted at the Area Office. Tenants whose rent is based on the "Flat-rent method" option will only have income reviews conducted once every three years. Tenants who have chosen this option, however, will undergo an Annual review of their compliance with any Community Service requirements attributed to their tenancy (as outlined in the Admissions and Occupancy policy), and will continue to have their unit inspected at least annually. In addition, all Tenants will be notified and be given the opportunity to annually select their rent calculation method and will be advised of any income that will be excluded from consideration (for example, increased earnings due to employment shall be excluded during the twelve-month period following hiring for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or after they were assisted by a State TANF program within the last six months). Rent determined at the Annual Review shall remain in effect until the next Annual Review Date unless (1) a Special Review is scheduled by the Housing Authority in accordance with the Admissions and Occupancy Policy; or (2) an Interim Review of Family Income is requested by the Tenant and/or warranted under the Admissions and Occupancy Policy.

B. **REPORTING CHANGES/INTERIM REVIEWS.** Tenants whose rent is calculated under the Income-based method agree to provide written notification to the Manager at the Area Office of any changes in the size or composition of Tenant's family or in the amount or source of income of the family within ten (10) business days of such change. The Manager will then make a determination as to whether the reported change requires an Interim Review of Family Income in accordance with the Housing Authority's Admissions and Occupancy Policy (posted at each Area Office).

Tenants paying the Flat Rent agree to report to the Housing Authority, within ten (10) business days, any changes in the size or composition of Tenant's family. In addition, Flat Rent Tenants may request an Interim Review in order to be returned to the Income-based calculation method as a result of any decrease in income or increase in expenses or other circumstances creating a hardship for the Tenant family that would be alleviated by a change in rent.

If Tenant has a decrease in income or an increase in allowable deductions, and applies for a decrease in rent or change from a Flat Rent to an Income-based rent, Tenant shall be given an appropriate adjustment according to the Admissions and Occupancy Policy. After such a decrease in rent, Tenant must continue to report, in writing, all increases in Tenant's Family Income until the next Annual Review, and appropriate adjustments in rent shall be made.

Notwithstanding the provisions above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the tenant's failure to comply

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with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

C. **SPECIAL REVIEWS.** Special Reviews will be scheduled by the Housing Authority and conducted under conditions as specified in the Admissions and Occupancy Policy.

### D. EFFECTIVE DATE OF RENT ADJUSTMENTS

(1) Annual Reviews - any rent adjustment determined as a result of an Annual Review under Section 5.A. of this Lease will be effective at the Tenant's Annual Review Date, as shown on Page 1 of this Lease.

(2) Special or Interim Reviews - Rent adjustment for changes according to Subsections 5.B. and 5.C. shall become effective as follows:

(a) In the case of rent decreases, the rent adjustment will become effective the first of the month following the date the change occurred. However, if the Tenant fails to provide proper notification to the Housing Authority as required by Section 5.B., any rent adjustment will become effective as of the first of the month following the date the change was reported.

(b) In the case of rent increases, the rent adjustments will become effective the first day of the second month following the date the change occurred.

(3) Discovery of Errors - If an error in rent is revealed at any time, the Authority shall make adjustments to correct the error as follows:

(a) If the error was due to misrepresentation/fraud by the Tenant (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an increased rent, such rent shall be retroactive to the first of the month following the date the misrepresentation occurred. Unless otherwise agreed to by the Housing Authority, all retroactive rent charges shall be payable the first of the month following the determination of the charge.

(b) If the error was due to the fault of the tenant and corrective action results in decreased rent, such decrease shall be retroactive to the first of the month following the date of the rent determination when the error was discovered, and the Tenant shall be reimbursed/credited accordingly.

(c) If the error was not the fault of the Tenant and corrective action results in increased rent, such rent shall be effective the first day of the second month following the date the error was discovered.

(d) If the error was not the fault of the Tenant and corrective action results in decreased rent, such rent shall be made retroactive to the first of the month following the date of the rent determination when the error was made, and the Tenant shall be reimbursed/credited accordingly.

E. Tenant agrees to sign a new Lease or Lease rider stating any changes in rent or household composition.

F. A copy of the worksheet resulting in any rent adjustment shall be made available to Tenant.

G. If the Housing Authority determined that the size of the premises is no longer appropriate to the Tenant's needs according to the Occupancy Standards in the Admissions and Occupancy Policy, Tenant agrees to move to an appropriate unit, upon reasonable notice to move of not less than seven (7) days. Tenant will be notified when an appropriate unit is expected to be ready for occupancy. The seven (7) days shall commence on the date the Lease for the second unit is executed and the Tenant is given the keys. If the seven-day period has not been extended in writing by the Housing Authority and the Tenant has not moved from the first unit into the second unit, the Lease for the second unit is automatically canceled and the Tenant shall promptly return all the keys for the second unit to the Area Office. The Tenant shall be responsible for all costs of moving if required to move for the reason given in this Subsection. If the Tenant fails to move, the Housing Authority may terminate the Lease.

H. When the Housing Authority redetermines the amount of Tenant Rent, not including determination of the Housing Authority's schedule of Public Housing Utility Allowances, or determines that the Tenant must transfer to another unit based on family composition, the Tenant shall be notified that they may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the grievance process.

Failure to comply with this Subsection shall be considered a violation of this Lease and good cause for termination under Section 3.B.

6. **TENANT'S RESPONSIBILITIES IN OCCUPANCY.** Tenant shall comply with all rules and regulations now established or hereafter duly adopted or modified by the Housing Authority, including, but not limited to the following:

A. **Submission of Required Information** - Tenant shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income-matching program. Timely is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact the Housing Authority. Extensions of the time may be granted solely at the discretion of the Housing Authority, only once, and only for documented reasons. Examples of the information requested include family income, family composition, social security number verification, etc. Tenant shall supply any certification, release, information, or documentation as the Housing Authority determines to be necessary for an annual, special or interim re-examination.

B. **Misrepresentation/Fraud** - Tenant shall not commit any fraud or misrepresentation in connection with any federal housing assistance program. Fraud includes any fraud defined under any federal or state civil or criminal statute or appellate court decision, as well as any deliberate misrepresentation to the Housing Authority by the Tenant or a member of the Tenant's household during the application or review process. Deliberate misrepresentation includes, but is not limited to, any misrepresentation as defined in state or federal appellate court decisions, or repeated failure to report changes in family income or composition in a timely manner as well as falsely completing any application housing or review paperwork.

C. **Chronic Rent Delinquency** - Shall consistently pay rent on time (no later than the 7th calendar day of each month). Chronic repeated late payment of rent is defined as four times in a 12-month period.

D. **Community Service Requirement** - Shall perform required Community Service or be exempted therefrom. Failure to comply with the Community Service requirement shall be good cause for termination of the Tenant's tenancy.

E. **Conduct** - Shall act and cause other household members and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodation and will be conducive to maintaining the project in a decent, safe, and sanitary condition. Abusive, foul or threatening language or behavior, including without limitation, any harassment or other behavior that violates the Fair Housing Act or any other state, or federal law, directed toward other tenants or employees of the Housing Authority is not allowed and shall be good cause for termination of the Tenant's tenancy. Tenant and other household members and guests shall not abuse alcohol in a manner that the Housing Authority determines threatens the health, safety, and right to peaceful enjoyment of the premises by other residents. Any guest who engages in illegal activity or abusive or violent/threatening

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behavior on the site will be subject to the loss of visitation privileges and will be treated as a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for actions of their guests whether or not guest visitation privileges are revoked.

**F. Criminal Activity/Drug-related Criminal Activity** - The Tenant understands that the Housing Authority has a ONE-STRIKE, zero tolerance policy with respect to drug-related and other criminal activity. Tenant will ensure that Tenant and any household members do not engage in drug related criminal activity (as defined in Section 3.D of this Lease) on or off the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. Additionally, the Tenant shall be held responsible and will ensure that any guest or other person under the Tenant's control will not engage in drug-related criminal activity (as defined in Section 3.D of this Lease) on or near the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. The Tenant understands that persons subject to lifetime registration under any State Sex-offender registration program are not eligible for residency. As such the Tenant shall take all necessary action to ensure that the unit is not occupied by such persons at any time during the lease term.

Any criminal activity in violation of this section will be treated as a serious violation of the terms of the Lease and shall be cause for termination of tenancy and for eviction from the unit. The Housing Authority shall have discretion to consider all of the circumstances of a violation of this section in determining whether eviction is warranted including, the seriousness of the offense, the extent of the participation by family members, and the effects the eviction would have on family members not involved in the proscribed activity.

**G. Impairment of Neighborhood** - Shall refrain from illegal or other activity which impairs the physical or social environment of the project or neighborhood.

**H. Maintenance/Damages**

(1) Shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, orderly, safe condition, including but not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, keeping yard clean and neat. Tenants who, because of age or disability, are unable to perform yard maintenance (i.e., mowing lawns) shall be granted an exemption from this responsibility upon verification of eligibility.

(2) Shall refrain from, and cause Tenant's household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.

(3) Shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(4) Shall report to the Housing Authority's Work Order Department any breakage, damage, or need for repairs to the dwelling unit or equipment therein and should promptly report any unsafe or unsanitary conditions in the common areas and grounds which may lead to damage or injury.

(5) Shall allow inspection of the dwelling unit and necessary preventive maintenance and repairs.

(6) Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators, and shall not use any apparatus for heating (including space heaters) except that provided by the Housing Authority without prior written consent of the Housing Authority.

(7) Shall dispose of all ashes, garbage, rubbish and other waste into appropriate containers in such manner as prescribed by the Housing Authority and local laws.

(8) Shall make no changes, repairs, or alterations of the premises or alterations/additions to the equipment, and shall not use tacks, nails, screws or any fasteners in any part of the premises except in a manner approved by the Housing Authority. Fencing, screen doors, or communications equipment (including satellite dishes) may not be installed without the prior written approval of the Housing Authority.

(9) Shall not apply wallpaper or paint without the prior written approval of the Housing Authority.

(10) Shall not install additional or different locks or gates on any doors or windows of the dwelling unit without the written permission of the Housing Authority. If such a request is approved, Tenant shall provide the Housing Authority with a key for each lock.

(11) Shall clean the premises and all equipment supplied to the premises (including drapes and carpets where supplied) immediately prior to vacating and shall return the premises to the Housing Authority in as clean and sanitary condition as when the Tenant took possession.

**I. Damage/Other Charges** - Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. Said charges shall be made according to the current schedule of Maintenance Charges posted in the Area Office. Tenant shall also pay excess utility charges, where applicable, and late rent charges as stated in Section 1 of this Lease. Tenant agrees that payment of all such charges shall become due and collectable on the first day of the second month following the date the charge was incurred. Such charges shall be considered delinquent if not paid in full on or before the due date.

**J. Boarders/Lease Assignment** - Shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of the Housing Authority.

**K. Private Dwelling** - Shall use the dwelling unit solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease or attached Lease rider, and shall not use or permit its use for any other purposes. With the written permission of the Housing Authority, the Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on the rights of the other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses and insurance.

**L. Storage** - Shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without prior written permission of the Housing Authority and shall store such items at the sole risk of the Tenant.

**M. Vehicles** - Shall park vehicles only in designated areas and shall not park trailers, boats, inoperative, disabled vehicles, or vehicles without valid registration on the premises or common areas or street without prior written approval of the Housing Authority. Tenants, members of the household, or guests parking in designated handicapped/disabled parking spaces without a state permit will be in violation of this section of their Lease and will also be subject to being towed and fined under state law. Vehicles without current license tabs will be considered to be inoperable and not allowed to remain parked on the premises, in common areas or on streets. When parking space is limited, parking may be restricted to only one vehicle per household. All Tenant's family vehicles must be registered with the Housing Authority. Only minor repairs may be done on Housing Authority property.

**N. Pets** - Shall not keep, maintain, harbor or board cats, dogs, or other pets of any nature on the premises except in a manner described in the Housing Authority's Pet Policy and Pet Rider to the Dwelling Lease. Pets will be allowed only after written approval from the Housing Authority and after the Tenant has posted the pet deposit, as required, and properly executed the Pet

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Rider to the Dwelling Lease. The pet deposit shall be held by the Housing Authority and will be refunded to the Tenant at the termination of the Lease on the terms stated in the Pet Rider to the Dwelling Lease. A person with a disability may request approval to keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.

### O. Fire Safety/Precautions -

(1) Shall permit no combustible material to be kept on the premises except in an approved container and shall take every precaution, including regular cleaning of dryer vents, to prevent fire.

(2) Shall make reasonable effort to assist the Housing Authority in keeping the smoke alarm operational, including providing immediate notice to the Housing Authority of any system malfunction. Any disconnecting of or tampering with smoke detectors is a serious violation of Washington State Law and this Lease.

P. Insurance Coverage - Damage to the Tenant's personal belongings due to fire, theft, water or any other type of damage shall not be the responsibility of the Housing Authority. The Tenant is encouraged to carry renter's insurance on their personal property at all times.

Q. Fireworks - The use of fireworks, or other such explosive devices, is prohibited on Housing Authority property.

R. Aerials and Antennas - Shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the dwelling unit without the prior written consent of the Housing Authority.

S. Water Beds - Shall not have a water bed.

T. Regulations - Shall abide by other necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well being of the housing development and the tenants, which shall be posted in the Area Office and are incorporated by reference in this Lease.

U. Smoking in Public Areas - Shall not smoke in public areas in accordance with the Washington State Clean Indoor Air Act. Public areas include the portion of any building open to other tenants and/or the public, including community rooms, community bathrooms, lobbies, reception areas, hallways and elevators.

V. Transfer - Shall agree, upon reasonable notice (defined as at least 7 days written notice), to move to another dwelling unit in the following situations: where the Authority determines that the size or design of the unit is no longer appropriate to Tenant's needs; where the Authority determines a move is necessary in order to rehabilitate or demolish a Tenant's unit; where it is necessary to accommodate a Tenant's disability; and where a Tenant without disabilities who is housed in an accessible or adaptable unit is asked to move to a unit without such features when a Tenant with disabilities needs such a unit. Refusal or repeated failure to comply with any such rule or regulation shall constitute good cause for termination of this Lease by the Housing Authority and for eviction of Tenant in accordance with Section 3 of this Lease.

**7. HOUSING AUTHORITY'S RESPONSIBILITIES.** The Housing Authority agrees to accept rental money without regard to any other charges owed by the Tenant to the Housing Authority and to seek separate legal remedy for the collection of any such charges which, from time to time, may become due to the Housing Authority from the Tenant.

The Housing Authority shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable rules and regulations of the Department of Housing and Urban Development. The Housing Authority shall maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Housing Authority. The Housing Authority will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the tenant in accordance with Section 6 of this Lease. The Housing Authority shall provide running water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection. The Housing Authority shall make all necessary repairs to the unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease. If the dwelling unit is rendered uninhabitable, the tenant shall immediately notify the Housing Authority. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the tenant, household members, or guests caused the damage, the reasonable costs of the repairs shall be charged to the tenant and/or the Lease terminated. The Housing Authority shall offer standard alternative accommodations, if available, when the necessary repairs cannot be made within a reasonable time. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

**8. INSPECTION/REPAIR.** Tenant agrees that prior to moving into premises, Tenant and/or Tenant's representative will inspect the premises jointly with a Housing Authority representative and that Tenant will sign the inspection report stating the conditions of the premises and the equipment in it. A copy of such inspection report signed by both parties shall be given to the tenant following the inspection, and a signed copy shall be retained in the Tenant's file. The Tenant has the right to amend the inspection statement within five (5) business days after taking possession if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by Subsection 6 of this Lease. When the Tenant vacates, the Tenant and/or Tenant's representative may join the representative of the Housing Authority in an inspection of the premises.

Tenant agrees that a representative of the Housing Authority will be permitted to enter the premises whenever reasonably necessary, for the purpose of examining the conditions thereof or for making improvements or repairs, or for extermination, or to show the premises for leasing. In addition, the Tenant agrees that the unit shall be made available for inspection by the Department of Housing and Urban Development (HUD) or its agent and the Housing Authority as necessary in conjunction with the HUD's annual inspection Housing Authority properties. Entry may be made only during reasonable hours after at least two (2) days prior notice in writing to the Tenant of the date, time, and purpose, except that the Housing Authority shall have the right to enter the premises without prior notice to the Tenant if the Housing Authority reasonably believes that an emergency exists or that abandonment has occurred. The Tenant will not unreasonably withhold permission to the Housing Authority, HUD (or its agent) to enter the premises for the purposes stated. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Tenant further agrees that, upon proper notification, the dwelling unit shall be made available and be properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for termination of the Lease.

**9. GRIEVANCE PROCEDURE.** The Housing Authority shall notify the Tenant of the specific grounds for any proposed adverse action (such proposed action includes, but is not limited to, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). This notice of adverse action shall inform the Tenant, where applicable, of the right to ask for a grievance hearing. If the Tenant believes (1) that Housing Authority's action or failure to act adversely affects the Tenant's rights under the Lease; or (2) that the Housing Authority's application of its regulations or policies adversely affects that Tenant's rights, duties, welfare or status, the Tenant shall have the right to present a complaint to the Housing Authority and to have a reasonable review of that complaint by the Housing Authority, if the complaint is personally presented to the appropriate Area Office within ten (10) business days of the Housing Authority's action or failure to act or application of regulations or policies which is the basis of the Tenant's complaint. If the Tenant is dissatisfied with the Housing Authority's proposed disposition of the complaint, the Tenant shall have the right



## EXHIBIT K. CALCULATION OF ASSISTANCE FOLLOWING IMMIGRATION VERIFICATION

*Revised 02/12/2026*

- I. Families with all eligible family members (i.e., U.S. citizens, eligible noncitizens) will have their assistance calculated based on 30% of the family's total income as detailed in Sections 9 and 10 of this ACOP.
- II. Families with **no** eligible family members have the following options:
  - A. Applicants
    1. **Must** be denied assistance in accordance with Section 5.
  - B. Participants housed on or before June 19, 1995
    1. **Must** be terminated, but may be eligible for a temporary deferral.
  - C. Participants housed after June 19, 1995
    1. **Must** have their assistance terminated in accordance with Section 5.
- III. Families whose members include those with citizenship or eligible immigration status and those without (mixed families) have the following options:
  - A. Applicants
    1. The family may choose to remove themselves from the waiting list or prorate their assistance at the time of housing.
  - B. Participants housed on or before June 19, 1995
    1. The family may choose to:
      - a. Remove themselves from the program immediately; or
      - b. Prorate their assistance; or
      - c. Continue their assistance (if eligible); or
      - d. Defer their termination temporarily.
  - C. Participants housed after June 19, 1995
    1. The family may choose to:
      - a. Remove themselves from the program immediately; or
      - b. Prorate their assistance.

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IV. The options described above are defined as follows:

A. **Prorated Assistance** is determined as follows:

**Step 1:** Determine the Total Tenant Payment (TTP) in accordance with Section 8 and Section 9 and related requirements of this ACOP using annual income from all family members including those that have not established eligible immigration status.

**Step 2:** Subtract the family’s TTP from the **Maximum Rent** applicable to the family’s unit size from the table below. . The result is the “Family Maximum Subsidy” amount.

Bedroom Size	1	2	3	4
<b>Maximum Rent</b>	\$1,049	\$1,376	\$1,914	\$2,080

**Note:** Public Housing Maximum Rents are equal to the HA’s Flat Rent which are set annually at 80% of the HUD established Fair Market Rent for the Housing Authority’s service area.

**Step 3:** Divide the Family Maximum subsidy (found in Step 2) by the total number of family members (including those determined ineligible). The result is the “Member Maximum Subsidy”.

**Step 4:** Multiply the Member Maximum Subsidy (found in Step 3) by the number of members in the family that have been determined to be eligible for housing assistance. The result is the total amount of subsidy for which the family is eligible.

**Step 5:** Subtract the amount of eligible subsidy (as determined in Step 4) from the Public Housing Maximum Rent applicable to the family’s unit size. **The result is the family’s new Total Tenant Payment.** Subtract from this TTP any associated Utility Allowance (UA) to get the Monthly Tenant Rent due.

**Exception: Method of prorating assistance when the mixed family’s total tenant payment (TTP) is greater than the public housing flat rent.** When the mixed family’s TTP is greater than the flat rent, use the calculated TTP as the new Total Tenant Payment. Subtract from this TTP any established Utility Allowance (UA) to get the Monthly Tenant Rent due.

B. For **Continued Assistance**, rent is calculated following the HA’s standard rent policies. To be eligible the family **must**:

1. Have been receiving housing assistance on or before June 19, 1995; **and**
2. Have a head of household or spouse who has eligible immigration status; **and**
3. Not have any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse.
4. Have been receiving continued assistance prior to November 29, 1996.

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- C. **Temporary deferral of termination** permits the family additional time for the orderly transition of those family members with ineligible status, or any other family members involved, to find *other affordable housing*.
1. *Other affordable housing* refers to housing that is not substandard, that is of appropriate size for the family and can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent.
  2. Families choosing this option will be granted an initial period of deferral not to exceed six months. The initial period may be renewed for additional periods of six months, but the total deferral period will not exceed a period of 18 months. For families qualifying as a refugee under Section 207 of the Immigration and Nationality Act, individuals seeking asylum under Section 208 of that Act, or families granted a termination deferral prior to November 29, 1996, the deferral period may not exceed 36 months.
  3. The Housing Authority **must** offer the family information concerning, and referrals to assist in finding, other affordable housing.
  4. Before the end of each deferral period, the Housing Authority **must**:
    - a. Make a determination on the availability of affordable housing of appropriate size for the family; **and**
    - b. Notify the family in writing at least 60 days in advance of the expiration of the deferral period, that termination will be deferred again due to lack of affordable housing; **or**
    - c. Notify the family in writing at least 60 days in advance of the expiration of the deferral period, that termination will **not** be deferred because either granting another deferral will exceed the limits described in Section C.2 of this Exhibit, or a determination was made that affordable housing was available.
  5. A family who is eligible for and who receives temporary deferral of termination of assistance, may request, and the Housing Authority **must** provide proration of assistance at the end of the deferral period **if** the family has made a good faith effort to locate other affordable housing during the deferral period.
- V. Prohibition of assistance to noncitizen students
- A. The provisions of continued assistance, prorated assistance or temporary deferral of termination of assistance for certain families, do not apply to any person who is determined to be a noncitizen student or the family of a noncitizen student, described below.
1. *Noncitizen Student*: A noncitizen who:
    - a. Has a residence in a foreign country, that the person has no intention of abandoning; and
    - b. Is a bona fide student qualified to pursue a full course of study; and

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- c. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study will have agreed to report the Attorney General the termination of attendance of each nonimmigrant student.
2. *Family of a Noncitizen Student:* The prohibition of assistance also extends to the noncitizen spouse of the noncitizen student and minor children of any noncitizen student if the spouse or children are accompanying the student or following to join such student. The prohibition does not extend to the citizen spouse of the noncitizen student and the children of the citizen spouse and noncitizen student.

## EXHIBIT L. POLICY/PROCEDURES REGARDING REASONABLE ACCOMMODATION

Revised 02/12/2026

### A. REGULATORY BACKGROUND

The Sedro-Woolley Housing Authority (SWHA) complies with Title VI of the Civil Rights Act of 1964 and the Fair Housing Amendments Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act, the Washington Law Against Discrimination, R.C.W. 49.60 et seq. SWHA will comply with any legislation, implementing rules and regulations, protecting the rights of applicants, residents or staff that may subsequently be enacted.

Although the above-cited anti-discrimination laws vary from each other in their wording, their prohibitions against discrimination are similar and well summarized by the following excerpts:

The Fair Housing Act regulations state: "It shall be unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a dwelling unit, including public and common use areas."

Section 504 of the Rehabilitation Act of 1973 provides that "no otherwise qualified individual with handicaps in the United States... shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Anti-discrimination laws require the Housing Authority to make reasonable accommodation in the rules, policies, practices or services in order to give a person with disability an equal opportunity to apply for housing and use and enjoy a dwelling unit or common space – unless doing so:

- A. Would result in a fundamental alteration in the nature of the housing program; or,
- B. Poses an undue financial or administrative burden.

### B. DEFINITIONS

Person with Disability: A person has a disability if they have any one of the following:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
  - A *physical impairment* that includes but is not limited to a physiological disorder, contagious disease, cosmetic disfigurement or anatomical loss in one or more systems. The disability could be neurological, musculoskeletal, respiratory,

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cardiovascular, digestive, reproductive, genito-urinary, hemic, lymphatic, skin or endocrine.

- A *mental impairment* or psychological disorder. The disability includes, but is not limited to, mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disorders.
- Major Life Activities includes caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. This is not an exhaustive list; other life activities can also be major.

2. Has a record of such impairment (which means the individual has a history of impairment or a record of having been misclassified as having an impairment.)

Is regarded as having such an impairment (which means the individual has an impairment not limiting major life activity, but is treated as disabled by an agency that is a qualified medical, rehabilitation, or other non-medical service agency professional.

Furthermore, the Washington State Law Against Discrimination (WLAD) defines disability to mean the presence of a sensory, mental, or physical impairment that:

- Is medically cognizable or diagnosable, or
- Exists as a record or history, or
- Is perceived to exist, whether or not it exists in fact.

Under the WLAD, a disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated.

The definition of disability used may vary depending upon the request.

Note: Although some state and federal laws may use the terms “handicap” or “impairment”, the preferred term is “disability”.

## **C. RESTRICTIONS ON QUESTIONS ASKED OF PEOPLE WITH DISABILITIES**

The HA may ask all applicants questions that relate to their ability to meet the requirements of the lease. However, the HA cannot ask certain questions only of people with disability or people it believes may have a disability. As an example, the HA can only ask applicants if they currently use illegal drugs if it asks all applicants the same question. The question cannot be asked only to people with disabilities or to individuals the HA thinks has a disability.

The general rule is that the HA cannot ask a person if they have a disability, about the nature or severity of a disability, or any question that would require the person to waive or disclose a medical condition or medical history. Nor can the HA ask whether any member of the applicant’s family or any friend or associate has a disability. For example, the HA cannot ask any of the following questions:

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- “Have you ever been treated by a psychiatrist?”
- “Have you ever been hospitalized for a psychiatric disability?”
- “Can you live independently?”

However, there are exceptions to this general rule:

- If during the screening process negative information is revealed about a person’s past tenancies, the HA can ask the person to explain the negative information. The explanation may then require the person to reveal information about the existence, nature, or severity of their disability. The applicant may still decide not to say anything about their disability. That is the person’s right. The HA, however, has the right to reject a person for unexplained negative information.
- If an applicant or tenant requests the HA provide reasonable modifications or accommodations, the HA may ask the person to verify that they have a disability and the need for the requested accommodation.
- If an applicant is applying for housing that is designated for persons with disabilities, the HA may ask the person to document that they have a qualifying disability. Unless the person is applying for housing designated for individuals with a particular type of disability, the HA cannot inquire about the nature of a person’s disability as long as the Housing Authority has sufficient information to determine eligibility according to the program’s guidelines (a person is not obligated to reveal that they have a disability; however, a person who chooses not to reveal their disability would not be able to establish their eligibility.)
- If the applicant is applying for housing designated for individuals with a particular disability, the HA can ask them if they have that particular disability and if so, the applicant can be requested to document it. The HA may not ask about the person’s health status, or any other medical information, except in types of housing that include services as part of the housing package.

### **D. VERIFICATION OF DISABILITY**

An applicant may not be required to give the housing provider their medical records as proof that they have a disability or a particular disability. A letter from the person’s doctor or other qualified professional stating that they have disability that satisfies the eligibility requirement is sufficient documentation (standard form SWHA 412). It is not required that this form be completed by a physician. Other professionals, such as rehabilitation centers, service agencies, social workers or similar professionals, may be able to provide such verification.

### **E. CONFIDENTIALITY OF DISABILITY INFORMATION**

All information that is obtained in a confidential manner, such as medical information, must be kept confidential. The HA can only reveal this information to others with the applicant or tenant’s permission or as necessary to provide reasonable accommodation.

## **F. GENERAL POLICY GUIDELINES ON REASONABLE ACCOMMODATION**

The requirement to provide reasonable accommodation is intended to provide, for persons with disabilities, equal opportunity to participate in housing programs through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently in order to ensure equal access to programs and services.

The HA is committed to providing accommodations to qualified persons with disabilities so that the choice of living arrangements is, as a whole, comparable to other persons eligible for housing assistance under the same program -- as long as the accommodation is reasonable (i.e., does not cause undue financial or administrative burden or cause a fundamental alteration in the nature of the program.)

In seeking an accommodation, a qualifying applicant/tenant may request:

- A structural change or repair in their apartment;
- A change or repair in some other part of the housing development;
- A change in the HA's rules, policies, or procedures (e.g., how the HA communicates with a tenant).

SWHA will work with an applicant/resident to make an accommodation that is reasonable to them and that suits their needs, giving priority to those methods that offer programs and activities in the most appropriate integrated setting.

Information regarding the availability of reasonable accommodations will be made available to applicants and residents during the admission and occupancy cycle. Specifically, at time of application; during initial housing; with any notice of lease violation or lease termination; and at the time of annual review. This type of information will also be provided at other times the HA deems appropriate. Forms and other documents used for applicants and residents will, as much as is feasible, be written in plain, intelligible language. The HA will present documents in alternative formats, provide auxiliary aids, or communicate with a third party designated by the applicant or resident.

Reasonable accommodations will be made in response to individual requests from a qualified person with disabilities. The request may be made in any manner that is convenient for the person with a disability, including a verbal request to a housing management staff member (property manager, housing assistance) or a resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. The request may be made using forms that the Housing Authority provides for public housing applicants and residents (also available for download at [www.sedrowoolleyha.org](http://www.sedrowoolleyha.org)). These forms provide information to applicants and residents and may be used as a guide in making the request.

SWHA cannot provide supportive services (e.g. counseling, medical, or social services) that fall outside the scope of services offered to residents. Also, while the HA will make modifications in order to enable a qualified applicant/resident with disabilities to live in the housing, it is not required to offer housing of a fundamentally different nature. The test is whether, with

appropriate modifications, the applicant/resident can live in the housing that the Housing Authority offers; not whether the applicant/resident could benefit from some other type of housing that the Housing Authority does not offer.

## **G. VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION**

If a reasonable accommodation is requested, the HA may require the applicant/tenant to provide reliable documentation (not medical records) that they have a disability and documentation of the need for the particular accommodation. The HA will not ask any questions about the nature or severity of the disability except as specifically related to the requested accommodation. Verification of need may not be requested in every situation, especially in cases where the disability may be readily apparent to a property manager or other Housing Authority representative. An example of where verification of need from a third party may not be needed would be a request for a wheelchair accessible unit when it is readily apparent to the property manager that the requesting individual uses a wheelchair. Generally, if we are unfamiliar with an applicant/resident or the person's need is not readily apparent, we may request verification of need. An applicant or resident may contact the Section 504 Coordinator to determine whether verification of need is required. The type of verification the applicant/tenant will need to provide depends on the specifics of the situation.

## **H. EXAMPLES OF REASONABLE ACCOMMODATIONS/AUXILIARY AIDS**

### **Communications**

To facilitate communication with persons with disabilities, SWHA will furnish auxiliary aids. Auxiliary aids means services or devices that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in, and to enjoy the benefits of programs and activities. However, the HA is not required to provide individually prescribed devices, such as readers for personal use or study, or other devices of a personal nature. In determining what auxiliary aids are necessary, the HA will give primary consideration to the request(s) of the individual with disabilities.

Aids and services, to be equally effective, are not required to produce identical results for individuals with disabilities and non-disabled persons, but to afford individuals with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement.

- Making arrangements to take an application or conduct an interview elsewhere if the office is not accessible.
- Providing individual or additional explanation of program rules and requirements.
- Sending mail or making phone calls to a person designated by the individual with disabilities as a contact person.
- Offering information in accessible formats (e.g., large type) and in plain language.

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- Providing pencil and paper for those with speech difficulties, a sign language interpreter or a reader, telecommunication device for the deaf (TTY), and Assisted Listening Device (ALD.)
- Providing visual alarms and tactile signs.
- Providing stoves with controls on the front.
- Providing roll in showers or shower benches or raised toilets/toilet seats.
- Providing written information that gives the name, address and telephone number of the HA's Section 504 coordinator, as well as the TDD number.
- Permitting the use of a service animal.
- Extending a Voucher term past 120 days.

### **General Accommodations**

- Permitting an additional bedroom to accommodate a member of the family or a person associated with that household.
- Approving a higher utility allowance if documentation is provided showing why it is needed.
- Adding to the household a live-in aide who will reside in the unit and provide necessary support services.
- Reinstating an application to its original place on the waiting list if an applicant shows that their disability prevented them from checking in as required or providing required paperwork in a timely manner.
- Permitting the use of a service animal.
- Extending a Voucher term past 120 days.

### **Other Disability Specific Types of Reasonable Accommodations**

#### **Physical Disabilities:**

- Widening doorways.
- Building a ramp.
- Providing grab bars in the bathroom.
- Allowing a single tenant a two-bedroom apartment to accommodate a live-in aide.

#### **Visual Disabilities:**

- Allowing a service animal.
- Reading notices to the tenant or providing notices in Braille, large print or audio tape.
- Providing extra lighting outside next to the front door of the apartment.

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- Providing large print or Braille numbers on the front door or other common use areas of the building.
- Removing protruding objects from outside pathways.
- Providing a nonslip, color contrasting strip to outside stairs.

### **Hearing Disabilities**

- Providing a door bell flasher.
- Providing a visual alarm system on smoke detectors throughout the complex.
- Providing an interpreter for the screening interview and other tenant meetings.
- Allowing a service or companion animal.
- Installing a telecommunications text phone in the main office.
- Amplifying a communications system.

### **Cognitive Disabilities**

- Providing the rental agreement and other notices in clear and simple terms.
- Explaining what is in the agreement and what the rules of the housing complex are.
- Showing the tenant where the water shut off valve is and when to use it.
- Showing the tenant how to use the appliances as well as other common use areas, such as the laundry room.
- Making outside door locks or security locks simpler.
- Providing a reminder at the beginning of the month that the rent is due.

### **Psychiatric Disabilities**

- Allowing a companion or service animal.
- Moving a tenant to another part of the building where it is quieter if requested.
- Placing an application back on the waiting list if they missed their intake interview or were late with their paperwork because of their disability.
- Clearing shrubs away from pathways and trimming to eye level.
- If requested, intervening with another tenant if the tenant is being harassed.

### **HIV/AIDS**

- Moving a tenant to another floor or to the ground floor for easier mobility.
- Allowing a live-in aide to live with the tenant in a two-bedroom unit.
- Providing appropriate intervention if the tenant is being harassed.
- Providing or allowing a person from the community to educate other tenants about the disease.

### **Environmental Disabilities**

- Using a non-chemical or non-toxic fertilizers on the landscape areas of the complex.
- Removing carpet from the floors of the apartment, if needed.
- Using low odor, non-toxic paint when repainting an apartment.
- Removing the ballast or fluorescent lights from the kitchen and bathroom.
- Posting "No Smoking" signs in common use areas such as the office, hallways, lobby, and laundry room.

## I. GENERAL GUIDELINES FOR REVIEWING REASONABLE ACCOMMODATION REQUESTS

In most instances the judgment of the person with disabilities, that the requested accommodation is the most appropriate for them will be accepted. However, the HA retains the right to investigate alternatives to the requested accommodation, or alternative methods of providing the requested accommodation.

If a number of potential accommodations will satisfy the needs of the person with disabilities (and are equally effective), the HA retains the right to select the accommodation that is most convenient and cost-effective. This includes the option to select a change in procedure or policy, rather than to make a structural change, when the procedure changes would be equally effective.

If the requested accommodation creates an *undue financial or administrative burden*, the request will be denied. If so, the request will be accommodated up to the extent that it can be met without creating undue burdens.

If the request constitutes a *fundamental alteration in the nature of the program*, the request will be denied. However, the HA may take any action that would not result in a fundamental alteration but would nevertheless ensure that a person with disabilities has an equal opportunity to receive the program benefits and services. The HA's determinations with respect to fundamental alterations will be made on a case-by-case basis.

Types of actions considered to be a fundamental alteration include but are not limited to:

- Actions that require substantial modifications to, or elimination of, essential lease provisions or program eligibility or screening requirements based on the obligations of tenancy. Essential obligations of tenancy include:
  1. To pay rent and other charges under the lease in a timely manner.
  2. To care for and avoid damaging the unit and common areas; to use facilities and equipment in a reasonable way; to create no health or safety hazards, and to report maintenance needs;
  3. Not to interfere with the rights and enjoyment of others and not to damage the property of others.
  4. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; not to engage in drug related criminal activity;
  5. To comply with necessary HUD and SWHA reasonable rules and program requirements and to comply with health and safety codes.
- Actions that require the Housing Authority to add supportive services (e.g. counseling, medical, or social services) that fall outside the scope of existing services offered by the HA to applicants/residents in the program.

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- Actions that require the Housing Authority to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that the HA does offer.
- Actions that substantially impair the HA's ability to meet its essential obligations as a landlord, as defined in the Lease Agreement. HA obligations under the Lease Agreement include management, administration, maintenance, or other services required for the operation of the program or upkeep of the property.

### **J. GENERAL GUIDELINES FOR PROCESSING REASONABLE ACCOMMODATION REQUESTS**

A Request for Reasonable Accommodation may be made in any manner that is convenient for the person with a disability, including a verbal request to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will provide a written summary of the request to the resident. Although completion of a form is not required to make a request, all accommodation requests should be documented by the person making the request or by HA staff.

HA staff can encourage applicants/residents to complete the Housing Authority's Reasonable Accommodation Request Form. If the individual/family needs assistance, the Housing Authority will assist in completing the form. Once completed and received at the Area Office (with verification, if needed), the Housing Authority will respond in most cases within 30 days, unless there is a problem verifying the information needed, or unless the family and the Housing Authority agree to a longer period of time.

Once received, the following guidelines will be used to evaluate the Request for Reasonable Accommodation:

#### **Step 1. Is the disability documented?**

- If the disability is not documented, the HA must obtain third party verification that the individual is a person with a disability.
- If necessary documentation is not provided and/or otherwise verifiable, the HA is not obligated to make a reasonable accommodation, and may deny the request. An applicant or resident will be advised of their right to provide additional information for reconsideration of their request.
- If YES, go to step 2

#### **Step 2. Is the requested accommodation related to the disability?**

- If NO, the HA is not obligated to make the accommodation, and may deny the request.
- If more information is needed to determine that the accommodation request is related to the disability, either write for more information and notify the applicant/resident, using the standard Notification of Additional Information Request form, or request a meeting or discussion.

- If YES, go to step 3.

**Step 3.** Is the requested accommodation reasonable?

- If YES, the HA will approve the request for reasonable accommodation. A written description of the accommodation will be included in the approval letter.
- If more information is needed, the HA will either write for more information and notify the applicant/resident, using the SWHA standard form, or request a meeting or discussion.
- If NO, the HA may deny the request or suggest/offer an alternative accommodation. The denial or suggestion/offer will be made in writing (in an accessible format.)
- Applicants and residents who have been denied reasonable accommodations are entitled to pursue available grievance procedures, including an informal meeting and/or hearing with the Housing Authority.

## **K. DISAGREEMENT WITH TYPE OF ACCOMMODATION**

Applicants/residents are encouraged to request an informal meeting with the HA. If the applicant/resident does not agree with the outcome of their request. If the applicant/tenants subsequently requests a different accommodation because they believe that a wrong accommodation was made, or that the accommodation that was made wasn't sufficient, the HA will decide whether to provide a different accommodation on the same basis using the same process/verification as was made on the initial accommodation or may review additional information presented by the applicant/resident in support of their request.

The law does not set a limit on the number of accommodations the HA must provide. All requests for accommodation must be considered and provided if it does not fundamentally alter the nature of the housing program or result in an undue financial administrative burden. The HA will, however, require additional documentation that the person needs the requested accommodation and that it is likely to be effective.

If there is a significantly less burdensome accommodation available, the HA may offer it instead of the requested accommodation as long as the proposal effectively addresses the problem. It is the HA's burden, however, to establish that the alternative accommodation it proposes is effective in fully removing the barrier to the person's equal participation, full use and enjoyment of the dwelling unit and common areas.

## **L. DISCONTINUANCE OF REASONABLE ACCOMMODATION**

SWHA will not unilaterally change or discontinue a particular method of providing a reasonable accommodation, without giving notice. Notice of change or discontinuation of a reasonable

accommodation will be given to the resident with disabilities, including the resident's right to appeal the decision to change or discontinue the accommodation.

## M. SERVICE ANIMAL POLICY

### General Information:

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program.

Federal, state and local fair housing laws require that a modification be made to a "No Pet" policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden.

This policy differentiates "service animals" from "pets," describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

### Definitions:

**Pet:** A domestic animal kept for pleasure.

**Service/Companion Animal:** Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the tenant and their treatment provider.

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair. Examples include:

- A *guide animal*, trained to serve as a travel tool by a person who is legally blind.
- A *hearing animal*, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- A *service animal*, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc. Service animals sometimes are called assistance animals.
- A *seizure response animal*, trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over

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the person during a seizure. Some animals have learned to predict a seizure and warn the person.

- A *companion animal or emotional support animal* that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

### **Request for Service Animal Accommodation:**

A request for a service animal accommodation may be made in any manner that is convenient for the person with a disability, including a verbal to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. The tenant must submit a request for Reasonable Accommodation in writing on SWHA Form 443 to have a service/companion animal approved as an accommodation for the tenant's disability. If a service animal is requested as a reasonable accommodation, the Housing Authority may ask the applicant/resident to provide reliable documentation (not medical records) that they have a disability and that they have a need for the service animal. Follow the "General Guidelines for Processing Reasonable Accommodation Requests" outlined in Section J. above.

As part of the written documentation, the tenant must provide verification of disability and need for a service animal along with the Request for Reasonable Accommodation form.

### **Guidelines for Residents Using Service Animals:**

The resident must:

1. Supervise the animal at all times. The animal should exhibit behavior that meets with tenancy rules (animal behaves appropriately around other people, does not damage property, does not cause undue noise, etc.).
2. Never allow the service animal to defecate or urinate on any property, public or private (except the resident's own property), unless the resident immediately removes the waste.
3. Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or off the resident's property.
4. Properly dispose of waste and litter.
5. If the resident needs assistance with cleanup, they may arrange for such help through family, friends or advocates.

### **Guidelines for Staff:**

#### **FEES:**

A service animal is not a pet. Regardless of whether the development allows pets or not, the tenant is not required to make a pet deposit or pay a pet-related move-in cleaning fee. (The tenant may be

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charged a general cleaning or damage deposit charged to all tenants.) The tenant is liable for any damage the animal actually causes.

### **AWARENESS GUIDELINES:**

- Allow a service animal to accompany the tenant at all times and everywhere on the property except where animals are specifically prohibited (such as a community garden).
- Do not pet or touch a service animal. Petting a service animal when the animal is working distracts the animal from the task at hand.
- Do not attempt to separate a resident/handler from their service animal.
- Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- Do not deliberately startle a service animal. Do not separate or attempt to separate a tenant/handler from her or his service animal. Avoid making noises at the animal (barking, whistling, etc.).
- Avoid initiating conversation about the service animal, the tenant's disabilities or other service animals one has known. If you are curious, you may ask if the tenant/handler would like to discuss it, but be aware that many persons with disabilities do not care to share personal details.
- Remember, not all disabilities are visible. The nature of the person's disability is a private matter, and you are not entitled to inquire for details.
- If other tenants complain about the fact that they are not allowed to have a pet and want to know why you have made an exception, simply explain that the Housing Authority complies with the fair housing laws. You can also refer tenants to the fair housing laws or the local fair housing agency for further details.
- Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.
- A tenant may train their own service animal and is not required to provide any information about training or the specific tasks the animal performs.

### **REMOVAL OF A SERVICE ANIMAL:**

If a service animal is unruly or disruptive (jumping on people, excessive noise, biting, or other harmful behavior), the Housing Authority Manager may ask a tenant to remove the animal from the area. If the improper behavior happens repeatedly, the Area Property Manager may tell the tenant not to bring the animal into any area of the property except the tenant's rental unit, until the Housing Authority receives satisfactory documentation that significant steps have been taken to mitigate the behavior.

### **AREAS OFF LIMITS TO SERVICE ANIMALS:**

Generally, a leashed service and/or companion animal is permitted in most areas of the property. The Housing Authority may designate certain areas off limits to service animals, where significant

health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community. These areas may include such common areas as community kitchens and community gardens. Please check with your property manager or Section 504 Coordinator for information as to any areas that may be off limits to service animals.

## **N. REQUESTS FOR A DESIGNATED PARKING SPACE**

### **INTRODUCTION**

The Sedro-Woolley Housing Authority recognizes that many of its public housing developments have limited parking spaces which are less in number than the total housing units in the building or development. In many cases, the number of resident-owned vehicles in some developments exceeds the number of parking spaces. Often, the space for additional parking is limited by amount of land, building codes, zoning, and environmental limitations. The Housing Authority recognized that because there are so many variables system-wide, the designated parking space reasonable accommodation policy must be flexible enough to meet resident needs, enforcement challenges and the physical limitations of properties.

The Housing Authority is committed to providing designated accessible parking spaces to qualified persons with disabilities so that their disability-related needs for parking are met as long as the accommodation is reasonable (i.e., does not cause undue financial or administrative burden or cause a fundamental alteration in the nature of the program).

### **REQUEST FOR RESERVED ACCESSIBLE PARKING SPACE**

A parking accommodation request may be made in any manner that is convenient for the person with a disability, including a verbal to a housing management staff member (property manager, housing assistant) or resident services coordinator. When a verbal request is made by the resident, the housing management staff member who receives the verbal request will send a letter summarizing the request to the resident within 14 days. Although completion of a form is not required to make a request, all accommodation requests should be documented in writing by the person making the request or by HA staff.

Along with the request, the resident must submit copies of the following:

- ✓ Current driver's license
- ✓ Proof of insurance
- ✓ Proof of vehicle ownership
- ✓ Proof of current vehicle registration
- ✓ Proof of current state disabled parking permit

If a reserved accessible parking space is requested as a reasonable accommodation, the Housing Authority will request that the applicant/resident provide reliable documentation (not medical records) that they have a disability and that they have a need for a designated parking space.

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Generally, proof of current state disabled parking permit, along with the additional documentation noted above will be sufficient to review a request for a designated parking space. If proof of current state disabled parking permit is not available, the Housing Authority may request verification of disability from a third party provider. Upon review and approval, applicant/resident will be advised if a wait is required due to lack of existing available parking spaces. They will also be advised of other options that may be available to them.

### **ANNUAL REVIEW OF RESERVED PARKING SPACE REASONABLE ACCOMMODATION**

Because some physical conditions change over time and parking is limited, the Housing Authority must establish a continued need for designated parking by all of those who have had prior approvals for this reasonable accommodation.

Generally, if a disability is permanent, we only need to know that the resident continues to possess a registered, insured vehicle and a valid driver's license. This paperwork should be submitted by the resident to their property management office. If the disability is not permanent, the resident will be asked to provide verification of continued need which will be forwarded to the Section 504 Coordinator for review.

### **ENFORCEMENT**

Where reserved accessible parking spaces have been approved, the Housing Authority's role in enforcing these spaces may include:

- ✓ Towing of vehicle, if staff is available on-site, according to Housing Authority policies.
- ✓ Upon receipt of complaints from residents, the Housing Authority will serve lease violation notices to residents or others who are in violation.
- ✓ The housing authority will post signs stating "no vendor or visitor parking" in accessible spaces.

If you have questions about reasonable accommodations, you may contact the Housing Authority Section 504 Coordinator.

## **EXHIBIT M. CONFIDENTIALITY OF TENANT RECORDS**

*Revised 08/30/2023*

### **A. GENERAL POLICY**

It will be the policy of the HA to comply with the federal Privacy Act of 1974, particularly as it relates to the protection of both Applicant and Tenant records. Implementation of this policy will be in accordance with the rules set forth in 24 CFR Part 16 and 42 CFR Part 2. All HA employees, commissioners, officers, and consultants will be bound by the requirement that all Tenant/Applicant information will be kept strictly confidential. Any requests for information which are not clearly defined below are to be referred to the Housing Authority's Office for review and approval.

### **B. DATA COLLECTION AND DISCLOSURE**

All Applicant or Tenant records in a HA sponsored program must be stored in a confidential manner and will be made available to HA employees, (or authorized persons) upon a "need to know" basis. The following lists specific examples of when information may be released:

1. Tenant/Applicant records may be disclosed pursuant to a written request signed by all individuals to whom the records pertain.
2. Tenant/Applicant records may be disclosed to employees within the Housing Authority who need the records to perform their duties.
3. Tenant/Applicant records may be disclosed to other public housing authorities to whom the tenant applies for tenancy.
4. Tenant/Applicant records may be disclosed to the United States Department of Housing and Urban Development.
5. Tenant/Applicant records may be disclosed to other federal and state agencies with a right to know.
6. Tenant/Applicant records may be disclosed pursuant to a lawfully issued subpoena or court order or as otherwise required by law.
7. Tenant/Applicant records may be disclosed to another agency or governmental entity for a civil or criminal law enforcement purpose if the agency or governmental entity has made a written request specifying the information desired and the law enforcement activity involved.

The HA requires that records be kept of any disclosure that it does make. The record must show (at a minimum) the date, nature and purposed of each disclosure, as well as the name and address of the person or agency to whom the disclosure was made.

## C. SPECIAL PRIVACY AND CONFIDENTIALITY RULES RELATING TO CRIMINAL RECORDS

In determining eligibility/suitability for housing assistance, the HA will require that all adult family members declare any previous criminal history and to sign a consent form authorizing the release of criminal records to the HA. The HA will complete a Criminal History background check through the Washington State Patrol and, where appropriate, the FBI's NCIC record bank for **all** adults for which a determination of eligibility/suitability for housing assistance is being made.

The HA will ensure that all criminal records obtained for this purpose are maintained in a manner that is strictly confidential, allowing access to the information only to those employees, officers, or HA representatives who have a job-related "need to know". Such information will not be misused or improperly disseminated and will be destroyed once the purpose for which it was obtained is accomplished. In the case of the receipt of adverse information, HA will provide a copy of the criminal record directly to the person for whom it was obtained and the applicant and provide the applicant with an opportunity to dispute the accuracy or relevancy of the record.

## D. HA GUIDELINES ON RELEASE OF INFORMATION

1. Information Requested Regarding Current HA Participants/Applicants
  - a. Requests must be specific as to the information sought and must be in writing. Documentation must include: date, nature and purpose of such disclosure, and the name and address of the person or agency to whom the disclosure is made.
  - b. Any requests for information made by journalists must be referred to the Central Office unless otherwise directed.
  - c. For statistical research, information may be given by the Area Office as long as the information/data is transferred in a form that does not identify individuals.
2. Information Requested Regarding Former HA Participants/Applicants
  - a. Requests must be specific as to the information sought and must be in writing.
  - b. Released information must be provided in short, specific terms that can be easily supported by proper file documentation. Narrative comments, **especially opinions**, are to be avoided.
  - c. Regarding rental delinquencies, the number of "valid" delinquencies may be given, however, it is the Manager's responsibility to ensure that proper consideration is given to those delinquencies where an agreement had been reached or where there were mitigating circumstances.

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- d. Regarding inquires about complaints lodged against the family, negative information about the family is not to be given out unless it has previously been thoroughly evaluated by the management staff and efforts had been made to assist the family in correcting the problem area(s).
- e. Always keep in mind that anything negative put down in writing goes out with the Managers signature, making the Manager liable for any inaccuracies or charges that cannot be supported. If in doubt, always give a positive response.

**EXHIBIT N. *RESERVED***

## EXHIBIT O. SCHEDULE OF TENANT CHARGES

REVISED 02/12/2026

In order to standardize charges to tenants for services rendered by management, this uniform charge schedule will be used. All other charges not specifically included in the Schedule of Charges below will be based on the actual cost of materials plus labor at the current HUD-approved labor pay rate.

Tenant will pay reasonable charges (as outlined herein) for the repair of damages to the dwelling unit, equipment or to the project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest; and/or whenever repair or replacement is necessitated for reasons other than normal wear and tear. Charges for landscaping and cleaning apply when tenants are responsible for these tasks.

In cases where the cost of repair is greater than the cost of replacement, the replacement cost will apply. In instances where the housing authority has an established life cycle and the cost of repair is greater than the cost of replacement, the tenant will be charged for the unused portion of the life cycle.

Whenever referred to in this policy, "Actual Costs" will be the current actual cost of materials and labor to repair or replace each item. Labor charges will be assessed in 15-minute (.25 hour) increments, for the actual time worked only, and do not include travel time by the maintenance staff. The minimum time charged will be 30 minutes (.5 hours) during regular business hours, and 60 minutes (1 hour) after normal working hours, weekends, and on holidays. All labor rates will be calculated using the labor rate in effect at the time the work is completed.

Examples of instances beyond normal wear and tear include but are not limited to:

- Damage/repair: broken glass for light fixtures, cracked floor tiles, holes in walls or ceilings, damaged or missing doors, burnt countertops, broken appliance components, and carpet stains.
- Painting: due to crayon/ink marks, returning paint to original color, and encapsulating/covering substances such as residue from cooking or candles.
- Yard: overgrown vegetation.

### Work Orders Charged to Tenants

Any maintenance work to be charged to a tenant will be plainly marked as charged on work orders. Completed workorders will be reviewed by the portfolio management office, which will post applicable charges to the tenant's account and file the work order post all applicable charges to the tenant's account and file the work order in the tenant's file. Property Management staff will notify the tenant of any charges.

### Schedule Of Routine Maintenance and Other Charges (Including Deposits)

Item	Description	Cost
Unit Key	Lost/Unreturned Key Replacement	\$5.00 per key

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Item	Description	Cost
Electronic Key Access Card	Lost/Unreturned Card Replacement	\$10.00 per card
Lock Changes	Failure to Return Keys/Requested by Tenant	\$25.00 per lock
During Work Hours Lock Outs	Tenant is locked out of unit	\$15.00 per occurrence
After Hours Lock Outs	Tenant is locked out of unit	\$50.00 per occurrence
Garbage Dump Fees	If total amount of trash/items removed from unit will not fit in dumpster/compactor	Actual cost.
Furniture/Appliance Disposal	Tenant-owned Items taken to the dumpster	\$25.00 per item
Return of Garbage Cans/Lids	From street to unit area	\$10.00
Rescheduling Pest Control	Tenant unprepared for treatment	Actual cost from contractor
Copies of Documents	From tenant file or policy documents	No charge for 25 pages or less. \$.15 per additional page.
Over Housed Family Fee	Family is in a bigger unit than they qualify for	The charge will be calculated as the difference between the local (1) Voucher Payment Standard for the family's current unit size and (2) the Voucher Payment Standard for the unit size for which the family actually qualifies.
Additional Parking Space	If extra spaces are available	\$25.00
Security Deposit	Refundable deposit required at time of move-in	\$75 (mixed population bldgs.) \$150 (family properties)
Pet Deposit	For allowed pets per policy	\$100 per pet

**Note:** All charges in this policy are subject to exceptions based on approved Reasonable Accommodation requests.

## EXHIBIT P. UNIT TRANSFERS

Revised 02/12/2026

### I. OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding or under occupancy of units by insuring that each family occupies the appropriate size unit.
- C. To facilitate the relocation of a family when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations, such as the need for accessibility features not found in the current dwelling unit.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

### II. CATEGORIES OF TRANSFERS

**Category 1:** Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve the need to move a tenant due to:

- defects of the unit or the building in which it is located which render the current unit uninhabitable;
- the health condition of a family member which results in a determination that the need for the transfer is an “urgent medical necessity”;
- acts of retaliation or a hate crime against a tenant or household member; or,
- the request of a local law enforcement agency in order to protect the safety of a witness to a crime;
- documented evidence of domestic violence, dating violence, sexual assault or stalking or the threat of physical violence against the resident or member of the resident’s household, as defined under the Violence Against Women and Department of Justice Reauthorization Act (VAWA) of 2013. Residents seeking protection under VAWA will be required to provide certification of their qualification as a victim of domestic violence as defined under the law prior to approval of any transfer request. Acceptable forms of certification include:
  1. A completed of a HUD-approved certification form;
  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

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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, sexual assault, or stalking are grounds for protection.;

3. 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 records include police reports, protective orders, and restraining orders, among others.

SWHA’s **Emergency Transfer Plan** for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (**see Section IX of this Exhibit P**) provides information, including how to request an emergency transfer, confidentiality protections, how an emergency transfer may occur and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that SWHA is in compliance with VAWA.

**Category 2:** Immediate administrative transfers. These transfers are necessary in order to:

1. Permit a family needing accessible features to move to a unit with such a feature; or
2. Enable modernization work to proceed.

**Category 3:** Regular administrative transfers. These transfers are approved in order to:

1. offer incentives to families willing to help meet certain Housing Authority occupancy goals when:
  - a. the family requests and qualifies for participation in one of the Authority’s established **Resident Incentive Transfer** programs as described in Exhibits W, X, Y, and Z of this policy;
2. correct occupancy standards where the unit size is inappropriate for the size and composition of the family (unit is under or over housed);
3. allow a family to move closer to the head or spouse’s place of employment or education when the following criteria are met:
  - a. **if to be closer to employment**, the tenant has been employed at the existing job for a minimum of three months and documentation indicates the likelihood that such employment will continue to be ongoing; **and**,
  - b. **if to be closer to school**, the tenant is currently enrolled in and attending classes, and documentation indicates the education program is projected to continue for a minimum of one year; **and**,
  - c. in both instances, documentation is provided which indicates that the move will substantially reduce the mileage or travel time or costs of the tenant.

4. allow the family to move closer to a specialized school where one or more of the children in the family must attend such a school **and** documentation is provided to demonstrate that attendance at the school is essential to the child's physical or mental development.
  - a. Such a transfer would not be approved when the attendance at the special school is due to a matter of "choice" rather than documented need.
5. allow a Senior Citizen to move closer to children or family members for a specific stated reason that will improve or eliminate the detrimental effects of the current living situation.
6. other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem. *(requires approval of the Executive Director)*

### **III. TENANT INITIATED TRANSFER REQUESTS**

When the transfer request is initiated by the Family (rather than due to the need of the Housing Authority), the following minimum criteria must be met:

1. The family must have been a resident for a minimum of one year prior to the date of the transfer request; ***and***,
2. the family will be required to provide third party verification that documents the need for the transfer.

### **IV. PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time. Exceptions may be made when approved by the Executive Director in cases of documented urgent need.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent or security deposit within two days of being informed the unit is ready to rent. The family will be allowed seven days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both in excess of the 7 day window allowed to complete the move to the new unit. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.

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- B. If the transfer is being made at the request of the Housing Authority and the family rejects two offers without good cause, the Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

### **V. COST OF THE FAMILY'S MOVE**

The cost of the transfer will be the responsibility of the family except when approved under the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation or modernization activities;  
or
- B. When action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

Where it is determined that the costs of the transfer is the responsibility of the Housing Authority, the Housing Authority will reimburse the tenant for the reasonable costs associated with the move, as determined by the Housing Authority.

### **VI. TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Sedro-Woolley Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

### **VII. TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it will contact the tenant within 10 business days of receipt of the request to schedule a meeting.

The Housing Authority will approve or deny the transfer request in writing within 10 business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to use the grievance procedure.

## **VIII. RIGHT OF THE HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **IX. EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

### **A. Emergency Transfers**

In accordance with the Violence Against Women Act (VAWA),<sup>5</sup> the Sedro-Woolley Housing Authority (SWHA) allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>6</sup> The ability to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SWHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies who may be eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that **SWHA** is in compliance with VAWA.

### **B. Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the:

- (1) tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
- (2) tenant is a victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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<sup>5</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>6</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **C. Emergency Transfer Request Documentation**

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

- (1) A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SWHA's program; **or**
- (2) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **D. Confidentiality**

SWHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the:

- (1) tenant gives SWHA written permission to release the information on a time limited basis, **or**
- (2) disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SWHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **E. Emergency Transfer Timing and Availability**

SWHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SWHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SWHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SWHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, SWHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SWHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

**F. Safety and Security of Tenants**

Pending approval and during processing of the transfer, the tenant is urged to take all reasonable precautions to be safe. The following resources are provided for informational purposes to assist in increasing client safety and security. **However, IN CASES OF EMERGENCY, dial 9-1-1.**

Victims of domestic violence are encouraged to contact the **National Domestic Violence Hotline at 1-800-799-7233**. For persons with hearing impairments, the hotline may be reached by calling **1-800-787-3224 (TTY)**. In addition, tenants may contact a local domestic violence shelter, for assistance in creating a safety plan.

Victims of sexual assault may call the **Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE**, or visit the online hotline at <https://ohl.rainn.org/online/>

Victims of stalking seeking help may visit the **National Center for Victims of Crime's Stalking Resource Center** at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>

**(1) Additional Resources:**

Local organizations assisting victims of domestic violence, dating violence, sexual assault, or stalking include:

- Lifewire** at 425-746-1960 or 1-800-827-8840 (Helpline available 24 hours daily)
- Domestic Abuse Women's Network (DAWN)** at 425-656-7867 (Helpline available 24 hours daily)
- New Beginnings** at 206-522-9422 (Helpline available 24 hours Daily)
- Washington Statewide Domestic Violence Hotline** at 1-800-562-6025 (Daily 8am to 5pm).
- SKAGIT Domestic Violence & Sexual Assault Services (Skagit DVASAS)** at 1-888-336-9591.  
(Resource Helpline is available 24 hours daily)

For referral to SWHA Resident Services staff, who may be able to provide additional resources, please contact your Property Manager.

**EXHIBIT Q. *RESERVED***

## EXHIBIT R. REJECTION of APPLICANTS/REVIEW PROCESS

Revised 08/30/2023

- A. Upon the receipt by the Area Office of unfavorable information about an applicant for housing or any information which individually or in conjunction with other information could result in the denial of the applicant's application, a letter will be sent to the applicant that will accomplish the following:
  - 1. Notify the applicant of the receipt of unfavorable information;
    - a) If the proposed denial is based upon information received through a criminal history search, the subject of the record and the applicant will be provided with a copy of the record (See Section 5 for additional information) along with such notification;
  - 2. Briefly describe the nature of the unfavorable information.
  - 3. Advise the applicant of their rights, personally or through a representative, to inspect the information at the office where it is held.
  - 4. Inform the applicant that they have the opportunity to submit explanations, evidence of rehabilitation or current fitness as a tenant or other comments about the unfavorable information within a reasonable time period *before* a final decision is made on their application;
  - 5. Advise the applicant that if no information is submitted within the stated time period, the decision on the application will be made based on the available information.
- B. If the applicant does not respond within the 10 days provided, the application can be canceled with the letter (and appropriate notes) attached to it;
- C. If the applicant does respond within the 10 days provided, a meeting is to be scheduled between the applicant and the Manager to discuss the information relevant to their application.
- D. If the discussion has occurred and the Manager still determines to reject the application, a second letter must be sent informing the applicant of the reasons for the rejection and that they have a right to an Informal Hearing.
  - 1. If the applicant does not respond within 30 days, an Informal Hearing is to be scheduled with the Authority Housing Officer within 10 days of the receipt of the request.
    - a. The applicant may have legal or lay representation at the hearing, but may not bring more than two additional people to the hearing.

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In addition, the applicant or representative must be advised of the right to review the information on which the decision to deny the application was based. The applicant or representative may review this information either at the hearing or prior to the hearing.

b. Results of the Hearing

The Hearing Officer has the authority to affirm, reverse or amend the original decision to deny the application. Or, if he chooses, he may continue the hearing for the purpose of obtaining additional information from either party.

The applicant must be notified in writing of the Hearing Officer's determination within 10 days of the completion of the hearing.

## **EXHIBIT S. DISPOSITION OF RECORDS POLICY**

*Revised 02/12/2026*

### **I. TENANT/PARTICIPANT FILES**

#### **A. Vacate Files**

Dispose six years after tenant/participant vacates in cases where no balance is owing the Housing Authority or where the balance owing the Housing Authority is \$500 or less. Dispose of EIV reports in the tenant file no longer than six years following the date of end of program participation.

#### **B. Current Files**

1. Original Application for Admission and Supporting Data and Lease

Do not dispose.

2. Tenant supplied documentation of assigned SSN for family members.

Dispose no later than the next recertification or interim review completed following receipt of EIV confirmation (through the EIV SUMMARY Report or EIV INCOME Report) that the individual's verification status is verified. Retention of the EIV SUMMARY Report or INCOME Report in the household file serves as compliance with SSN disclosure, documentation, and verification requirements.

3. General Correspondence with Tenants/Participants and Local Records Which May be Important Basis for Future Action

Do not dispose.

4. Leases and Riders Other Than Original

Dispose five years after being superseded for existing tenants/participants.

5. Applications for Continued Occupancy and Supporting Data

Dispose five years after being superseded for existing tenants/participants.

### **II. APPLICATION FILES**

#### **A. Withdrawn/Ineligible/Canceled Applications**

Dispose of three years from date the application was classified withdrawn, ineligible or canceled - unless applicant or family member filed an USCIS appeal of their approved citizenship in conjunction with the application for housing assistance. In such cases, retain the documentation relating to the appeal for a period of five years from the date the determination of the appeal.

**III. MAINTENANCE WORK ORDERS, SERVICE REQUESTS, AND RELATED PAPERS INVOLVED IN REPAIR AND MAINTENANCE WORK)**

Dispose Maintenance copies three years after date of last audit.

**IV. CORRESPONDENCE**

Do not dispose of correspondence relating to matters of policy and procedure or memos from the Central Office relating to matters of policy or procedure.

Dispose after five years, correspondence relating to routine management and maintenance matters.

**V. SWHA/HUD MANAGEMENT REPORTS**

Dispose Area Office copies five years after date of report.

**EXHIBIT T. *RESERVED***

