



# **Admissions and Continued Occupancy Policy (ACOP)**

Effective June 12, 2025

Approved By Board Resolution June 12, 2025

Rogersville  
Church Hill  
Rutledge



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## ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to define the Rogersville Housing Authority's written policies in accordance with the United States Department of Housing and Urban Development (USHUD) regulations as established by the United States Housing Act of 1937 for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. It shall be available for public review during regular office hours Monday through Friday at the Rogersville Housing Authority's main office at 902 Locust Street, Rogersville TN and on the Rogersville Housing Authority's website.

RHA will review its ACOP annually and update the ACOP as needed to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

### 1.0 FAIR HOUSING AND EQUAL OPPORTUNITY

This section explains the laws and HUD regulations that apply to civil rights and fair housing in all federally assisted housing programs. RHA will consistently follow nondiscrimination policies and procedures in all areas of RHA's public housing operations.

#### 1.1 Discrimination

Federal regulations prohibit discrimination against certain protected classes and groups of people. RHA shall not discriminate because of race, color, sex, religion, familial status, age, disability, or national origin. Familial status refers to children under the age of 18 living with parents or legal guardians, women that are pregnant, and individuals that will be receiving custody of children under the age of 18. These are considered "protected classes". RHA will not discriminate on the basis of marital status, gender identity or sexual orientation (FR Notice 02/03/12; Executive Order 13988).

It is the policy of the Rogersville 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. The Rogersville Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

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



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

## **1.2 Discrimination Complaints**

If an applicant or resident family believes that any family member has been discriminated against by the RHA, the family should report the incident to the RHA. The RHA should make a reasonable attempt to determine the merits of the complaint and take any corrective actions that are warranted.

Applicants or resident families who believe that they have been subject to unlawful discrimination may notify the RHA orally or in writing. All oral complaints will be documented by the RHA employee that is contacted about the complaint. RHA will ask the individual making the complaint to provide the complaint in written form. The RHA will provide the applicant or resident family the necessary housing discrimination complaint forms. If needed, the RHA will assist the applicant or tenant in completing the complaint forms.

Within 10 business days of receiving the complaint, the RHA will investigate and attempt to remedy discrimination complaints made against the RHA. The RHA will inform the complainant of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity. The fair housing poster, posted in the lobby, provides information on how to file a complaint with the Office of Fair Housing.

After the investigation is complete, the RHA will provide a written response within 10 business days to the complainant and others that were alleged to have committed the violation.

RHA will keep a record of all complaints, investigations, notices, and actions taken.

The Rogersville Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Rogersville 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. When applicable, RHA will include the Equal Opportunity language and logo on written or published information and advertisements.



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## **2.0 REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

The Rogersville Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of Rogersville Housing Authority's programs, services and activities.

Therefore, if an individual with a disability requires an accommodation such as an accessible feature or modification to a Rogersville Housing Authority policy, Rogersville Housing Authority will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

Rogersville Housing Authority will post a copy of this Reasonable Accommodation Policy and Procedures in the office at 902 Locust Street, Rogersville, TN 37857. In addition, individuals may obtain a copy of this Reasonable Accommodation Policy and Procedures, upon request, from the Rogersville Housing Authority's Property Manager.

### **2.1 LEGAL AUTHORITY**

The Rogersville Housing Authority is subject to Federal civil rights laws and regulations. This Reasonable Accommodation Policy is based on the following statutes or regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504); Title II of the Americans with Disabilities Act of 1990 (ADA); the Fair Housing Act of 1968, as amended (Fair Housing Act); the Architectural Barriers Act of 1968, and the respective implementing regulations for each Act.

### **2.2 STAFF TRAINING**

The Executive Director will ensure that all appropriate Rogersville Housing Authority staff receives training on Fair Housing and Reasonable Accommodation Policies and Procedures, including all applicable Federal, State and local requirements regarding Fair Housing and Reasonable Accommodations.

### **2.3 GENERAL POLICY INFORMATION:**

The requirement to provide reasonable accommodation is intended to provide, for persons with disabilities, equal opportunity to participate in all housing programs administered by the Rogersville Housing Authority 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, program participants 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.

Reasonable accommodation methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs to the individual as well as the nature of the program or activity in which the individual seeks to participate.

*The Notice to Applicants with Disabilities regarding Reasonable Accommodations and Nondiscrimination on the Basis of Disability* (included at the end of this policy) will be given to applicants and residents during the admission and occupancy cycle, including but not limited to during the recertification process and upon request. Forms and other documents used for applicants and residents will, to the extent feasible, be written in plain, intelligible language. When appropriate, the Rogersville Housing Authority will provide documents in accessible formats, provide auxiliary aids, or upon request, communicate with a third party designated by the applicant or resident.

Reasonable accommodations are made in response to individual requests from a qualified person with disabilities. Accommodations will be unique to the individual with disabilities; individuals with the same disability may not need, or desire, the same level of accommodation. There is no standard approach. What works for one person may not work for another in the same situation.

The Rogersville Housing Authority will not provide supportive services, e.g., counseling, medical, or social services that fall outside the range of services offered to residents. Further, Rogersville Housing Authority will make modifications in order to enable a qualified applicant/resident with disabilities to live in public housing, if approved.

## **2.4 DEFINITIONS:**

**Applicant:** A person who successfully follows all the required steps identified by the Rogersville Housing Authority as necessary for becoming a participant in the Public Housing Program.

**Assistance/Service Animal:** Animals that are used to give assistance to persons with disabilities and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals.

**Major Life Activities:** These include caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. This is not an exhaustive list; other life activities can also be major.

**Mitigating Circumstances:** Situations in which a requested reasonable accommodation enables an applicant or resident to become lease compliant.

**Resident:** A person who successfully follows all of the required steps identified by the Rogersville Housing Authority as necessary for residing in a dwelling administered under Rogersville Housing Authority's Public Housing Program.

**Persons with Disabilities:** A person who 1) has a physical or mental impairment that substantially limits one or more major life activities, 2) has a record of such impairment, or 3) is regarded as having such impairment.

**Physical or Mental Impairment:** A variety of conditions, diseases, illnesses, disfigurements and disorders including hearing/orthopedic/visual/speech impairments, alcoholism, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) cerebral palsy, cancer, or HIV infection, if the impairment substantially limits one or more major life activities.

**Reasonable Accommodation:** A change, adaptation or modification to a policy, program, service, or workplace, which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job. Reasonable accommodations may include, for example those, which are necessary in order for the person with a disability to use and enjoy his or her dwelling, including public and common use spaces.

**Verification source:** a qualified professional (not necessarily a physician) having knowledge of a person's disability who can verify the person's disability and need for a reasonable accommodation.

## **2.5 AUXILLIARY AIDS AND EXAMPLES OF REASONABLE ACCOMMODATIONS**

To facilitate communication with persons with disabilities, the Rogersville Housing Authority shall furnish appropriate auxiliary aids. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual or oral skills to have an equal opportunity to participate in, and enjoy, the benefits of programs and activities. However, the Rogersville Housing Authority is not required to provide individually prescribed devices, such as readers for personal use or study, personal hearing aids, walkers, canes, wheelchairs, or other devices of a personal nature. In determining what auxiliary aids are necessary, the Rogersville Housing Authority shall give primary consideration to request(s) of the individual with disabilities.

Types of auxiliary aids and reasonable accommodations that the Rogersville Housing Authority, when necessary and appropriate, readily supplies to applicants and residents include but are not limited to:

- A. Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability who is on the lease;
- B. Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- C. Allowing a live-in aid to reside in a Rogersville Housing Authority unit;
- D. Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- E. Transferring a resident to a unit on a lower level or a unit that is completely on one level;

- F. Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- G. Providing additional explanation of program rules and requirements.
- H. Offering documents, in accessible formats (e.g., larger type or computer disk) and in plain language.
- I. Permitting rent payments and required communications to be mailed rather than delivered in person.
- J. Providing accessible housing to applicants and residents.
- K. Providing another housing offer if an applicant or resident can demonstrate good cause that the rejection of the initial housing offer, for example, was because of the disability of an applicant or resident's household member.
- L. Providing auxiliary aids, such as pencil and paper for those with speech difficulties, Telecommunication Device for the Deaf (TDD), a qualified sign language interpreter, or a reader when necessary for effective communication between the Rogersville Housing Authority and an applicant or resident.
- M. Sending mail or making phone calls to a person designated as a contact person by the person with disabilities.
- N. Considering the impact of "mitigating circumstances" regarding the rejection of an applicant for housing or when terminating the lease or terminating housing assistance to an applicant or resident.

If the applicant/resident request such consideration or if more information is required, the Rogersville Housing Authority will ask the applicant/resident to verify:

- 1. That the applicant/resident has a disability;
  - 2. That the specific situation (s) that lead to application rejection or lease termination is/are caused by or occurred because of the disability or that the disability substantially contributes to the specific situation(s) that led to applicant rejection or lease /housing assistance termination;
  - 3. That the proposed accommodation can reasonably be expected to prevent the recurrence of the situation(s) that led to application rejection or lease/housing assistance termination.
- O. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was reasonably related to their disability. Decisions will be made on a case-by-case basis, considering whether, because of the person's disability, the person was prevented from responding in time and considering reasons for reinstating of applicants normally allowed for people with disabilities.
  - P. Reinstating applications of persons with disabilities, if the reason they did not submit their applications or respond to housing offers in the required time was failure on the part of the Rogersville Housing Authority to provide effective communication.
  - Q. Permitting an outside agency or family member to assist an applicant or resident in meeting screening criteria or meeting essential lease obligations.

Aids, benefits, 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.

## **2.6 ALTERATIONS TO THE PROGRAM OR UNDUE FINANCIAL AND ADMINISTRATIVE BURDEN**

The Rogersville Housing Authority will deny reasonable accommodation requests which would require a fundamental alteration in the nature of its programs, services or activities, or which would create an undue financial and administrative burden or which are neither reasonable nor necessary. Determining a request for accommodation to be a fundamental alteration does not eliminate Rogersville Housing Authority's compliance responsibility. If a requested action would result in a fundamental alteration or undue financial and administrative

burden, the Rogersville Housing Authority may take another action that would not result in a fundamental alteration but would nevertheless ensure that the person would have an equal opportunity to receive the program benefits and services. Rogersville Housing Authority's determinations with respect to fundamental alterations will be made on a case-by-case basis.

## **2.7 ESSENTIAL OBLIGATIONS OF TENANCY**

To help identify fundamental operations in the programs, six essential obligations of tenancy are listed below:

- A. To pay rent and other charges under the lease in a timely manner;
- B. 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;
- C. Not to interfere with the rights and enjoyment of others and not to damage the property of others;
- D. 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 on or off the premises;
- E. To comply with all applicable U.S. HUD regulations, and Rogersville Housing Authority rules and documents (including the Rogersville Housing Authority Public Housing Lease, Community Policies and ACOP) and to comply with health and safety codes; and
- F. Actions that would change the essential obligations of tenancy;

## **2.8 TYPES OF ACTIONS CONSIDERED BEING A FUNDAMENTAL ALTERATION**

Types of activities that would be considered to be a fundamental alteration to the program include but are not limited to:

- A. Actions that require substantial modifications to, or elimination of, essential lease provisions, community policy provisions, or program eligibility or screening requirements based on the obligations of tenancy (e.g., admission of an unqualified family or family member);
- B. Actions that require the Rogersville Housing Authority to add supportive services; e.g., counseling, medical, or social services, that fall outside the range of existing services offered by the Rogersville Housing Authority;
- C. Actions that require the Rogersville Housing Authority to offer housing or benefits of a fundamentally different nature from the type of housing or benefits that Rogersville Housing Authority offers; or
- D. Actions that substantially impair the Rogersville Housing Authority's ability to meet its essential obligations as a landlord, as defined in the Rogersville Housing Authority's Dwelling Lease. Rogersville Housing Authority obligations under the lease include management, administrative, maintenance, or other services required for the operation of the program or upkeep of the property.

## **2.9 REASONABLE ACCOMMODATION PROCEDURES**

The Rogersville Housing Authority will provide the *"Request for Reasonable Accommodation" Form*, to all applicants, residents or individuals with disabilities who request a reasonable accommodation. The Reasonable Accommodation Request Form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

Individuals must submit their reasonable accommodation requests in writing. If needed as a reasonable accommodation, the Rogersville Housing Authority will assist the individual in completing the Request Form.

- A. During any point in the application process, applicants may make written request using the Request for Reasonable Accommodation Form. Rogersville Housing Authority will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

- B. Rogersville Housing Authority will provide all residents with the Request for Reasonable Accommodation form during the annual re-certification upon request. The Rogersville Housing Authority will provide the Request for Reasonable Accommodation Form in an alternate form, upon request.
- C. Residents seeking accommodation (s) may contact the Property Manager at the office at 902 Locust Street, Rogersville, TN.
- D. Within ten (10) business days of receipt, the Property Manager will respond to the Resident's Request.
- E. If additional information or documentation is required, the Property Manager will notify the resident, in writing, of the need for the additional information or documentation. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- F. Within ten (10) business days of receipt of the request and, if necessary, all supporting documentation, Rogersville Housing Authority will provide written notification to the resident, of its decision to approve or deny the residents request(s). Upon request, the written notification will be provided in an alternate format.
- G. If Rogersville Housing Authority approves the accommodation request (s), the resident will be notified of the projected date for implementation.
- H. If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with the information regarding Rogersville Housing Authority's Grievance Procedures.
- I. All requests for reasonable accommodations that are approved by the Property Manager will be promptly implemented or begin the process of implementation.

## **2.10 VERIFICATION OF REASONABLE ACCOMMODATION REQUEST**

Rogersville Housing Authority will request documentation of the need for a Reasonable Accommodation as identified on the Reasonable Accommodation Request Form. In addition, Rogersville Housing Authority may request that the individual provide other documentation of needed reasonable accommodations.

The Rogersville Housing Authority will verify a person's disability only to the extent necessary to ensure that individuals who have requested a reasonable accommodation have a disability-based need for the requested accommodation, and that the requested accommodation would (or will) provide the applicant or resident with an equal opportunity to use and enjoy the housing programs.

The following may provide verification of a resident's disability and the need for the requested accommodation (s):

- A. Physician;
- B. Licensed health professional;
- C. Professional representing a social service agency; or
- D. Disability agency or clinic.

## **2.11 DENIAL OF REASONABLE ACCOMMODATION REQUESTS(S)**

Requested accommodations will not be approved if one of the following would occur as a result:

- A. A violation of Local, State and/or Federal law;
- B. A fundamental alteration in the nature of the Rogersville Housing Authority public housing program;
- C. An undue financial and administrative burden on Rogersville Housing Authority;
- D. A structurally infeasible alteration; or
- E. An alteration requiring the removal or alteration of a load-bearing structural member;

## **2.12 TRANSFER AS REASONABLE ACCOMMODATION**

The reasonable accommodation policies mentioned throughout this document apply to transfers based on a request for reasonable accommodation. Transfers based on a request for reasonable accommodation in Public Housing programs shall be documented in the same manner (as indicated throughout this policy) as other reasonable accommodation requests are documented (e.g. a Reasonable Accommodation Request form must be filled out).

The Rogersville Housing Authority shall not require, or recommend as an alternative that a resident with a disability must accept a transfer instead of providing some other reasonable accommodation. However if a public housing resident with disability requests dwelling unit modifications that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, appropriately-sized unit in the resident's development, an adjacent development or a development to which the resident has expressed a willingness to move, or any other property owned by the Rogersville Housing Authority, the Rogersville Housing Authority may offer to transfer the resident to the vacant unit. However, if that resident rejects the offered transfer, the Rogersville Housing Authority shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden or would result in a fundamental alteration to a Rogersville Housing Authority program, service or activity. The Rogersville Housing Authority shall inform applicants and residents whether their transfers, structural modifications, and all other reasonable accommodations are granted by means of an Approval/Denial of Reasonable Request letter.

If the resident accepts the transfer, the resident will be responsible for all moving expenses. The Rogersville Housing Authority may work with the resident to obtain moving expenses from a social service agency or other similar source.

**Refusal of Transfer for Reasonable Accommodations:** When the Rogersville Housing Authority determines that a Reasonable Accommodation transfer request is appropriate for a disabled resident as provided in its Reasonable Accommodation Policy, the Rogersville Housing Authority will offer one suitable unit to the resident. If the resident refuses the unit, and the Rogersville Housing Authority determines that the refusal is not due to the disability, the Rogersville Housing Authority will cancel the transfer, and the resident will be required to sign a waiver refusing the transfer.

## **2.13 RIGHT TO APPEAL/GRIEVANCE PROCESS**

The Rogersville Housing Authority applicant or resident may file a complaint in writing in accordance with the Rogersville Housing Authority's Grievance Procedure following a formal determination by the Rogersville Housing Authority's Property Manager.

An applicant or resident may, at any time, exercise their right to appeal the Rogersville Housing Authority's decision through the local HUD Field office or the U. S. Department of Justice.

## **2.14 DISCONTINUATION OF REASONABLE ACCOMMODATIONS**

The Rogersville Housing Authority will not change or discontinue a reasonable accommodation, or a particular method of providing such accommodations, without giving notice. Notice of the change or discontinuation of a reasonable accommodation will be given to the applicant or resident with disabilities and it will include a request for the resident to indicate if the change would not meet his or her needs, and notification that the resident has the right to appeal the decision to change or discontinue the accommodation.

## **2.15 REASONABLE ACCOMMODATIONS FOR A LIVE-IN AIDE**

A live-in aide is a person eighteen (18) years of age or older who resides with one or more elderly (at least sixty-two (62) years of age), near-elderly (at least fifty (50) years of age but below sixty-two (62) years of age), or disabled (see the definition of a person with disabilities) person (s) and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary support services.

The Rogersville Housing Authority will consider approval of a request for a live-in aide as a reasonable accommodation, upon completion of the "*Request for a Live-In Aide*" form, that an elderly, near elderly or disabled person requires the services of a live-in aide. However, certain rules apply but are not limited to:

The income of the live-in aide is not considered towards the calculation of the family's annual income.

The live-in aide may live in the unit solely to care for the disabled family member and qualifies for occupancy as long as the individual requires the supportive services. The Rogersville Housing Authority shall deny occupancy of the unit to the live-in aide after the disabled resident for whatever reason, no longer resides in the unit.

A relative may be considered as a live-in aide, but must meet all the criteria and be qualified to provide the care for the family member. The head of household and/or tenant and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing the *Live-In Aide Agreement* (which shall become an addendum to the tenant's/resident's lease).

Under extraordinary circumstances, upon approval by the Property Manager, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such cases, the relative's income will be considered in the family's annual income.

An eligible live-in aide may be granted up to one (1) additional bedroom if approved as a reasonable accommodation, if one is available. The live-in aid may have an approved family member (s) live with him/her in the unit, as long as housing quality standards (HQS) are not violated and there are no more than two people per bedroom or living/sleeping space (PIH Notice 2010-54). If additional family members result in violation of HQS, or do not meet the eligibility requirements set forth below, this specific live-in aide may not be approved. No additional bedrooms will be provided to accommodate the live-in aide's family members.

The live-in aide (and family members) must provide the following documents as part of the admission criteria.

- A. Proof of Identity
- B. Verification of birth date
- C. A Social Security Number
- D. Other documents as may be required by the U.S. Dept of HUD.

Additionally, the live-in aide (and any family members) will be asked to sign forms which includes but not limited to the following:

- A. Live-In Aide Request for Verification
- B. Authorization for the Release of Information/Privacy Act Notice (Form HUD-9886)
- C. Debts Owed to Public Housing Agencies and Terminations (Form HUD-5267)
- D. What you Should Know About EIV (Form by HUD)
- E. Live-In Aide Agreement

The Rogersville Housing Authority will verify information of the live-in aide (and any family members) through EIV for debt owed to another housing authority or program, or whether a prior termination has been cleared.

Requests for live-in aides are subject to the foregoing policies. The two forms discussed below will be used for verification purposes of requesting a live-in aide as reasonable accommodations.

- A. The *Live-in Aide Reasonable Request for Accommodation* is the form on which:
  - 1. The head of household shall request in writing the live-in aide. The requestor may make this request for him or herself, or for a household member.
  - 2. The requestor provides the Property Manager with information related to the request and the live-in aide.
- B. The *Live-in Aide Request for Verification* is the form on which:

1. The verification source verifies that the person for whom the live-in Aide is being requested, qualifies for, and requires, the live-in aide. The verification source must also verify that the live-in aide is qualified to provide the appropriate services to the household member.
2. The requestor shall provide the Property Manager with the name and contact information of the verification source from whom the requestor is obtaining verifications and other information essential for obtaining a live-in aide.

The Property Manager faxes the *Live-in Aide Request for Verification* form to the verification source to help ensure the form is filled out by the designated verification source.

After the live-in aide is verified and approved, he/she along with the Head of Household, tenant/resident requesting Reasonable Accommodation for a Live-In Aide will be required to sign the *Live-In Aide Agreement*. The Head of Household, tenant/resident and the live-in aide shall acknowledge that the live-in aide does not have any right to the unit and does not qualify for continued occupancy as a remaining family member by signing the *Live-in Aide Agreement* (which shall become an addendum to the Head of Household and/or tenant's/resident's lease).

When the tenant/resident receiving the reasonable accommodation dies, the approved live-in aide is not entitled or eligible for continued occupancy and must vacate and remove their belongings within fourteen (14) days as per Rogersville Housing Authority ACOP policies and the *Live-In Aide Agreement*.

The Rogersville Housing Authority may deny the live-in aide request of a person who does not meet the admission criteria described in the ACOP. The process, by which applicants and residents may appeal a denial of a live-in aide request, or any other adverse decisions related to disabilities, is described in the Grievances Appeals Policy.

## **2.16 REASONABLE ACCOMMODATIONS FOR ASSISTANCE ANIMALS**

### **a. Background**

An assistance animal is one that assists or benefits a person with a disability by allowing him or her equal opportunity to use and enjoy his or her dwelling. Assistance animals are animals that work, provide assistance or perform tasks for the benefit of a person with disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals often referred to as "service animals", "assistive animals", "support animals", or "therapy animals" perform many disability-related functions, including but not limited to the following:

- A. Guiding individuals who are blind or have low vision;
- B. Alerting individuals who are deaf or hearing impaired;
- C. Providing minimal protection or rescue assistance;
- D. Pulling a wheelchair;
- E. Fetching items;
- F. Alerting persons to impending seizures; or
- G. Providing emotional support to persons with disabilities who have a disability related need for such support.

An assistance animal does not have to be certified by a state or local government or a training program.

### **b. Assistance Animal Rights of Rogersville Housing Authority Applicant/Tenants**

The Rogersville Housing Authority applicants/tenants with disabilities may request an animal, as a reasonable accommodation, that performs tasks for the benefit of that person or otherwise alleviates one or more identified symptoms or effects of a person's disability. In order to provide the best service, the following guidelines have been adopted.



**c. Request for an Assistance Animal Accommodation**

Tenants/Applicants are required to make assistance animal requests in writing (the *Request for Assistance Animal Accommodation*) to have an assistance animal as an accommodation for the tenant's/applicant's disability.

The tenant/applicant must provide verification that they have a disability under equal housing opportunity laws, and that the accommodation is necessary to give the person equal opportunity to use and enjoy public housing. The tenant/applicant is not required to disclose medical records, or the nature of the disability.

The tenant's/applicant's healthcare provider or some other appropriate source must verify the evidence of disability-related reasonable accommodation request by verifying the following questions. (*Medical Verification Form for Service & Emotional Support Animals*).

- ❖ Is the tenant/applicant a "person with a disability" as defined by federal regulations?
- ❖ In the health care provider's professional opinion, does the person need the requested accommodation to have the same opportunity as a non-disabled person to use and enjoy public housing?

**d. Assistance Animal Accommodation**

The Rogersville Housing Authority will review the tenant's/applicants request for an assistance animal accommodation. Upon verification from the tenant's/applicant's healthcare provider or some other satisfactory evidence of disability-related assistance or benefit, the Rogersville Housing Authority will take into consideration the reasonableness of the request and provide the tenant/applicant a response within 10 days of receipt.

Prior to housing any assistance animal on the premises, the resident will be required to sign the *Assistance Animal Agreement* and will be required to provide the following information:

1. Evidence that the assistance animal has received current vaccinations, micro chipping and proof of license by the appropriate authority and must be provided annually.
2. Evidence that the assistance animal has been spayed or neutered.
3. Photo must be obtained by Rogersville Housing Authority staff at Agreement signing.

Assistance Animals may be any type of animal and any breed, size or weight. The Rogersville Housing Authority may disapprove any vicious animals that pose a direct threat which cannot be eliminated or sufficiently reduced by a reasonable accommodation. Examples of animals that display a vicious behavior: Rottweiler, Doberman Pincher, Pit Bulldog, Chows. These will be reviewed on a case-by-case basis.

The tenant/resident is liable for any damage the assistance animal causes.

Owners of assistance animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property does not violate the rights of others to the peaceful enjoyment of the premises.

The Rogersville Housing Authority may enter a dwelling if reports of an assistance animal being unattended for a period of over twenty-four (24) hours are brought to its attention. The Rogersville Housing Authority may request that the animal be removed in those cases where the owner is unable to provide care.

The Rogersville Housing Authority may impose limitations if it can be demonstrated that an individual's request for reasonable accommodations exceeds what is necessary for the tenant to have full use and enjoyment of the premises or if this would violate local animal control ordinances.

Individuals with assistance animals are solely responsible for the conduct of their assistance animals and the Housing Authority may insist that an assistance animal be prevented from repeated noise that disturbs neighbors or other unreasonable interference with the rights of others.

Assistance animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws will be reported to the local animal control agency.

If there have been three (3) violations of the Assistance Animal Policy or a single serious violation, the housing authority may inform the tenant that procedures will be initiated to revoke the Assistance Animal Agreement. Failure to comply with the Assistance Animal Policy may result in termination of the Residential Lease Agreement. The Rogersville Housing Authority will first attempt resolution of the problem before termination proceedings are initiated.

**e. Removal of an Assistance Animal**

When an assistance animal is unruly or disruptive (jumping on people, biting, scratching, or other harmful behavior), the Rogersville Housing Authority may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, the housing authority may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation may include training for both the animal and the tenant at the owner's expense.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the housing authority to require the animal to be removed from the rental unit.

**f. Areas Off Limits to Assistance Animals**

The Rogersville Housing Authority may designate certain areas off limits to assistance animals. This limitation will be implemented when the assistance animal's presence creates a significant health or safety hazard.

**g. Supervision**

The assistance animal **must be supervised and the tenant/handler must retain full control of the animal at all times.**

The assistance animal **must remain within the unit and not be allowed outside, unattended, at any time.**

The assistance animal **must be prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping. The tenant is fully responsible for any damage caused by the assistance animal.**

The assistance animal may accompany the tenant at all times on the property unless it is an area where animals are specifically prohibited.

The assistance animal **must be** restrained at all times unless the disability prohibits the tenant from restraining the animal. In these circumstances, the resident may contact the Rogersville Housing Authority in order to arrange an alternative accommodation.

Tenants must board their assistance animal away from the development or make other arrangements for the care of the assistance animal when they intend to leave their unit for 24 hours or more. The Assistance Animal Agreement requires tenants to provide the housing authority with the name and phone number of a relative or friend who has agreed to assume responsibility for the assistance animal in the event of sudden death of the tenant.

The Rogersville Housing Authority reserves the right to consider the presence of an unattended assistance animal an emergency, and will enter the unit to remove the assistance animal.

The Rogersville Housing Authority staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where an assistance animal is exhibiting threatening behavior.

**h. Clean-up Rule**

**The tenant must immediately remove the animal's waste from any public or private property. The tenant must always carry equipment sufficient to clean up the animal's feces whenever the assistance animal is on or off RHA property. The tenant must properly dispose of waste and/or litter. It is the tenant's responsibility to clean up after the assistance animal, including maintaining the cleanliness of the dwelling unit.**

**i. Allowable Assistance Animal Expenses**

During the annual certification process, tenant may present allowable assistance animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- ❖ Cost of veterinarian visits for the assistance animal;
- ❖ Cost of special equipment for assistance animal;
- ❖ Cost of medication for assistance animal;
- ❖ Cost of training;

**2.17 APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION**

RHA will approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's operations.

Requests for accommodations are assessed on a case-by-case basis. After a request for an accommodation is made, RHA may request for additional information from the resident family to aide in determining the need for the requested accommodation.

RHA housing authority will respond, in writing, to the request for accommodations within 10 business days.

If RHA denies a request for an accommodation, the resident family can appeal the decision through the grievance process.

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TEL 423-272-8540  
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TTY 1-800-848-0298

## REASONABLE ACCOMMODATION REQUEST FORM

Instructions to Rogersville Housing Authority Tenants, Participants, and Others who may use our services and are qualified disabled persons:

- If you would like to ask the Rogersville Housing Authority for an accommodation to an existing rule, policy, practice, or service or for modification of a housing unit to help with a disability, please complete all parts of this Request Form. It will help Rogersville Housing Authority understand your request and respond to it appropriately. A disability is defined, in part, as a physical or mental impairment that substantially limits one or more major life activities; a record of having such an impairment; or being regarded as having such an impairment.
- This Request Form has five (5) pages. This is the first page. On the second and third page, it is important to answer all questions that are asked. Use extra sheets of paper if you need more space. The fourth and fifth pages are an Authorization for Release of Information. It also is important that you fill out and sign this page. The Authorization for Release of Information asks you to list a health care provider or other persons who can explain or verify your needs and will allow the Rogersville Housing Authority to discuss your request with these persons, if necessary.
- Examples of an RHA reasonable accommodation may include but are not limited to:
  - Installing flashing light smoke detectors in an apartment for a household with a hearing-impaired member;
  - Allowing an assistance animal or live in aide
  - Making a physical change to your apartment to make it more accessible
  - Permitting an outside agency to assist an applicant with a disability/handicap to meet the RHA's applicant screening criteria
- WHEN YOU HAVE COMPLETED THIS REQUEST, GIVE PAGES 2, 3, AND 4 TO YOUR PROPERTY MANAGER OR MAIL IT TO: Rogersville Housing Authority, 902 Locust Street, Rogersville, TN, 37857. If you would like help with completing this form or in making your request, please contact the Rogersville Housing Authority at (423) 272-8540 opt. 3, or TDD # 1-800-877-8339.
- The Rogersville Housing Authority will make every effort to respond to your request within ten (10) business days from receiving all necessary documentation to fully evaluate your request (including a medical verification from your provider). If you have any additional questions or concerns, you may contact the Rogersville Housing Authority at (423) 272-8540 opt. 3, or TDD # 1-800-877-8339.
- PLEASE NOTE: If approved for a reasonable accommodation, you will be required to recertify your need for the accommodation at the time of your annual housing reexamination/recertification.

**WARNING – BE TRUTHFUL ON EVERY PAGE OF THIS FORM!** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to purposefully make false statements or misrepresentations to the Rogersville Housing Authority. Knowing false statements and misrepresentations also are grounds for the Rogersville Housing Authority to terminate the Requestor's housing benefits. The Department of Housing and Urban Development (HUD) also prohibits fraud in public housing (24 CFR 966.4 (l)(2)(C) and Section 8 (24 CFR 982.552(c)(4)).

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The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

## **REQUEST FOR REASONABLE ACCOMMODATION**

If you would like to request a reasonable accommodation on behalf of yourself or a member of your household, please complete this form. Examples of reasonable accommodations include (but are not limited to): installing flashing light smoke detectors for a household with a hearing-impaired member, grab bars installed in bathrooms, ramps installed at entrance doors, use of an assistance animal, live-in-aides, etc. You must fill in the information requested, sign your name, and **return the completed form to the Rogersville Housing Authority, 902 Locust Street, Rogersville, TN 37857**. If you would like assistance in completing this form, please contact the Rogersville Housing Authority at (423) 272-8540 opt. 3, or TDD # 1-800-877-8339.

Today's Date: \_\_\_\_\_ Tenant #: \_\_\_\_\_

Name of the person for whom the accommodation is being requested: \_\_\_\_\_

Head of Household

Name: \_\_\_\_\_

*(if different from above)*

Head of Household Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Requestor Status: ☐ Current Tenant ☐ Applicant (on waiting list)

### **Please answer each of the following questions:**

1. I am asking for the following: (check all that apply)

- a. ☐ Change to a Rogersville Housing Authority Rule, Policy, Practice or Service
- b. ☐ Physical Change to my Public Housing Unit
- c. ☐ Other

\_\_\_\_\_

2. I have a disability that is: ☐ Otemporary ☐ Opermanent

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1. Please state what you are asking the Rogersville Housing Authority to change or provide because of your disability: (what is the specific accommodation or modification you are requesting):

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2. Please state why the above accommodation or modification is necessary (how does your disability relate to the accommodation or modification that you requested above):

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3. Please list any alternative accommodations or modifications (if any) that could suit your disability-related needs, if Rogersville Housing Authority is unable to grant your requested accommodation/modification:

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4. If this request is for an additional bedroom for medical equipment, list each piece of equipment that is being stored inside the unit:

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If the reasonable accommodation request is for a **live-in aide** or **assistance animal**, the appropriate ***Live-in Aide Paperwork or Assistance Animal Paperwork*** must also be completed, signed by the Head of Household and the live-in aide, and submitted to the Housing Authority for verification and approval.

**Requestor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## AUTHORIZATION FOR RELEASE OF INFORMATION

I, \_\_\_\_\_  
(print name of person with disability here; if person is a minor child, print parent's name)

have made a REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION to the Rogersville Housing Authority for accommodation of my disability. I give \_\_\_\_\_ (name of verifying professional) permission to share any information with the Rogersville Housing Authority that will help verify that I am disabled and explain why I need the accommodation/modification that I am seeking. This Authorization does not authorize the Rogersville Housing Authority to examine my medical records.

For purposes of this Release, a “Qualified Individual with a Disability” is defined as a person who has a physical or mental impairment that:

1. Substantially limits one or more major life activities
2. Has a record of such an impairment
- 3 Is regarded as having an impairment

“A Physical or Mental Impairment” is defined as:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems including, but not limited to: neurological, musculoskeletal, special sense organs, respiratory, and speech organs; **or**
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

The term “Physical or Mental Impairment” includes, but is not limited to, such diseases and conditions as visual, speech and hearing impairments, epilepsy, multiple sclerosis, cancer, etc.

“Major Life Activities” include functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

“Has a Record of Such an Impairment (mental or physical)” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is Regarded as Having an Impairment” means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, **but** is treated by a recipient as constituting such a limitation.
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward the impairment.
3. Has none of the impairments defined by Section 504’s definition of “physical or mental impairment”, but is treated by a recipient as having such an impairment.



In addition, I authorize \_\_\_\_\_ (name of verifying provider) to provide only documentation that is necessary to verify that I meet the definition of a “Qualified Individual with a Disability”, as defined above.

This Authorization solely authorizes the release of information necessary to verify the following:

1. Documentation necessary to verify that the person meets the definitions noted above;
2. A description of the needed accommodation; and,
3. A description of the identifiable relationship between my disability and the requested accommodation(s).

This Authorization for Release of Information should only seek information that is necessary to determine if the requested reasonable accommodation is needed because of a disability. This Authorization does **not** authorize the Rogersville Housing Authority to examine my medical records, including diagnosis or test result(s); nor does this authorize the release of detailed information about the nature or severity of my disability.

Name of Person to Provide Medical Verification:

\_\_\_\_\_

Name of the Agency, Facility, or Institution:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

The information/documentation released as a result of this Authorization shall be kept confidential and not shared with anyone unless required to make or assess a decision to grant or deny a reasonable accommodation request.

☐ Check here if Adult signed for Minor Child: \_\_\_\_\_ Child's Name

Signature of Individual with a Disability (or guardian of minor child) \_\_\_\_\_ Date

Print Name \_\_\_\_\_ Date of Birth

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Telephone \_\_\_\_\_





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### Request for Assistance Animal Accommodation

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

Address: \_\_\_\_\_

Dear Rogersville Housing Authority:

I am a current tenant or applicant in one of your housing developments. I have a disability as defined by the fair housing laws. (See attachment: *Definition of Disability and of a Service & Emotional Support Animal*). I use a service animal to assist me with the functional limitations related to my disability. My service animal enhances my ability to live independently, and to use and enjoy my dwelling fully.

Type of service animal (dog, cat, etc.): \_\_\_\_\_

As an accommodation for my disability, I request that you:

☐ waive your pet weight / height restrictions

☐ waive your pet deposit or fees

☐ other: \_\_\_\_\_

My service animal provides the following services:

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

**By signing below, I am giving the Rogersville Housing Authority permission to contact the doctor listed below in order to verify my disability and my need for a service animal.**

Thank you for your time and consideration, and I look forward to receiving your reply.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### Doctor Information:

Doctor's Name: \_\_\_\_\_

Doctor's Address: \_\_\_\_\_

Doctor's Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_



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## Assistance Animal Lease

**PERMIT #** \_\_\_\_\_

Resident's Name \_\_\_\_\_ Project / Unit No. \_\_\_\_\_

Resident's Address \_\_\_\_\_

Type of \_\_\_\_\_ Breed of Animal \_\_\_\_\_

Color / Markings \_\_\_\_\_

Name of Animal: \_\_\_\_\_

Male ( ) or Female ( )

Date of Last Rabies Vaccination \_\_\_\_\_ Distemper \_\_\_\_\_

Name and phone number of person responsible for your pet in case of an emergency:

\_\_\_\_\_

Name and Telephone Number of Veterinarian: \_\_\_\_\_

**I have furnished the Rogersville Housing Authority with a photo of my animal ( ) YES ( ) NO**

I have furnished the Rogersville Housing Authority with a Veterinarian's Statement certifying that my animal has been ( ) spayed or ( ) neutered and has received all vaccines required by law, and is in good health with no communicable diseases. ( ) Yes ( ) No

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

RHA Housing Administrator: \_\_\_\_\_

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

Rogersville  
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TTY 1-800-848-0298

## Medical Verification Form for Service & Emotional Support Animal

Name of Resident (print): \_\_\_\_\_ DOB: \_\_\_\_\_

Request for Reasonable Accommodation: \_\_\_\_\_

The Rogersville Housing Authority provides reasonable accommodations to our residents with disabilities who have a verifiable need for the reasonable accommodation. A reasonable accommodation is an exception made to the usual rules or policies made necessary because of a disability for the resident to use and enjoy an apartment community. **The resident has authorized you to provide the information requested on this form. Please answer the following questions, sign, and date and fax back to our office as quickly as possible. Thank you.**

**\*Note\* Please see attached "Authorization for Release of Information Form" signed by resident/applicant requesting the Reasonable Accommodation.**

1. Is this resident disabled? **(Please circle one)** YES NO I DON'T KNOW

*The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. For a more detailed definition of disability please refer to the "Authorization for Release of Information Form".*

2. Please describe in what manner this disability restricts the resident in activities that are of central importance to his or her daily life:

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3. Does this resident need the accommodation requested above to be able to live in his/her apartment community?  
**(Please circle one)** YES NO

4. If yes, please describe how this accommodation will enable the resident to use or enjoy this apartment community.

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5. If necessary, would you be willing to testify in a court of law concerning the information provided in this form?  
**(Please circle one)** YES NO

Name and position of verifier: (Please print) \_\_\_\_\_

Signature of Verifier: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### PENALTIES FOR MISUSING THIS VERIFICATION FORM

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA, and any owner or any employee of HUD, the PHA, or the owner may be subject to penalties for unauthorized disclosure or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knows or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208 (f)(g) and (h). Violations of these provisions are cited as Violations of 42 U.S.C. 408 (f), (g) and (h).





## Definition of Disability and of a Service & Emotional Support Animal

In Federal civil rights laws, **the definition of disability** includes:

..with respect to a person, a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. . .

"...physical or mental impairment includes: (1) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor urinary; hemic and lymphatic; skin; and endocrine; or (2) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or--mental; illness, and specific learning disabilities.

The term 'physical or mental impairment' includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism."

### **Definition of an Assistance (Service) animal (*FHEO Notice: FHEO-2013-011*):**

An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

(1) Does the person seeking to use and live with the animal have a disability — *i.e.*, a physical or mental impairment that substantially limits one or more major life activities?

(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

If the answer to question (1) **or** (2) is "no," then the FHAct and Section 504 do not require a modification to a provider's "no pets" policy, and the reasonable accommodation request may be denied.

**Assistance Animal Policy**

Effective 10-01-2013; Approved by Board Resolution on 09-26-2013

Reviewed June 2022



**Assistance Animal Accommodation**

The Rogersville Housing Authority will review the tenant's/applicants request for an assistance animal accommodation. Upon verification from the tenant's/applicant's healthcare provider or some other satisfactory evidence of disability-related assistance or benefit, the Rogersville Housing Authority will take into consideration the reasonableness of the request and provide the tenant/applicant a response within 10 days of receipt.

Prior to housing any assistance animal on the premises, the resident will be required to sign the (*Assistance Animal Agreement*) and will be required to provide the following information:

1. Evidence that the assistance animal has received current vaccinations, micro chipping and proof of license by the appropriate authority. (This must be renewed annually)
2. Evidence that the assistance animal has been spayed or neutered.
3. Photo must be obtained by Rogersville Housing Authority staff at Agreement signing.

Assistance Animals may be any type of animal and any breed, size or weight, may involve more than one service animal. The Rogersville Housing Authority may disapprove of any vicious animals that pose a direct threat which cannot be eliminated or sufficiently reduced by a reasonable accommodation. These will be reviewed on a case-by-case basis.

The tenant/resident is liable for any damage the assistance animal causes.

Owners of assistance animals are expected to exercise responsible and courteous behavior so that the presence of their animal on the property does not violate the rights of others to the peaceful enjoyment of the premises.

The Rogersville Housing Authority may enter a dwelling if reports of an assistance animal being unattended for a period of over twenty-four (24) hours are brought to its attention. The Rogersville Housing Authority may request that the animal be removed in those cases where the owner is unable to provide care.

The Rogersville Housing Authority may impose limitations if it can be demonstrated that an individual's request for reasonable accommodations exceeds what is necessary for the tenant to have full use and enjoyment of the premises or if this would violate local animal control ordinances.

Individuals with assistance animals are solely responsible for the conduct of their assistance animals and the Housing Authority may insist that an assistance animal be prevented from repeated noise that disturbs neighbors or other unreasonable interference with the rights of others.

Assistance animals that are a direct threat to others (biting, etc.) or otherwise violate animal control laws will be reported to the local animal control agency.

If there have been three (3) violations of the Assistance Animal Policy or a single serious violation, the housing authority may inform the tenant that procedures will be initiated to revoke the Assistance Animal Agreement. Failure to comply with the Assistance Animal Policy may result in termination of the Residential Lease Agreement. The Housing Authority will first attempt resolution of the problem before termination proceedings are initiated.

### **Removal of an Assistance Animal**

When an assistance animal is unruly or disruptive (jumping on people, biting, scratching, or other harmful behavior), the Rogersville Housing Authority may ask the tenant to remove the animal from the area. If the improper behavior happens repeatedly, the housing authority may request that the tenant not bring the animal into any area of the property except the tenant's unit, until significant steps have been taken to mitigate the behavior. Mitigation may include training for both the animal and the tenant at owner's expense.

Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the housing authority to require the animal to be removed from the rental unit.

### **Areas Off Limits to Assistance Animals**

The Rogersville Housing Authority may designate certain areas off limits to assistance animals. This limitation will be implemented when the assistance animal's presence creates a significant health or safety hazard.

### **Supervision**

The assistance animal **must be supervised and the tenant/handler must retain full control of the animal at all times.**

The assistance animal **must remain within the unit and not be allowed outside, unattended, at any time.**

The assistance animal **must be prevented from digging, gnawing, chewing, scratching or otherwise defacing doors, walls, windows, floor coverings, other units, common areas, buildings, landscaping. The tenant is fully responsible for any damage caused by the assistance animal.**

The assistance animal may accompany the tenant at all times on the property unless it is an area where animals are specifically prohibited.

The assistance animal **must be restrained** at all times unless the disability prohibits the tenant from restraining the animal. In these circumstances, the resident may contact the Rogersville Housing Authority in order to arrange an alternative accommodation.

Tenants must board their assistance animal away from the development or make other arrangements for the care of the assistance animal when they intend to leave their unit for 24 hours or more. The Assistance Animal Agreement requires tenants to provide the housing authority with the name and phone number of a relative or friend who has agreed to assume responsibility for the assistance animal in the event of sudden death of the tenant.

The Rogersville Housing Authority reserves the right to consider the presence of an unattended assistance animal an emergency, and will enter the unit to remove the assistance animal.

The Rogersville Housing Authority staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where an assistance animal is exhibiting threatening behavior.

### **Clean-up Rule**

**The tenant must immediately remove the animal's waste from any public or private property. The tenant must always carry equipment sufficient to clean up the animal's feces whenever the assistance animal is on or off RHA property. The tenant must properly dispose of waste and/or litter. It is the tenant's responsibility to clean up after the assistance animal, including maintaining the cleanliness of the dwelling unit.**

### **Allowable Assistance Animal Expenses**

During the annual certification process, tenant may present allowable assistance animal expenses. Allowable expenses will be treated under the "Medical Deductions" section and include:

- ❖ Cost of veterinarian visits for the assistance animal;
- ❖ Cost of special equipment for assistance animal;
- ❖ Cost of medication for assistance animal;
- ❖ Cost of training;



**Pet / Assistance / Emotional Support Animal Tenant Agreement**

I agree that by having a pet / assistance / emotional support animal that I am responsible and will be held accountable for the following:

- ☐ 1 I understand that I am responsible of keeping my animal's Veterinary Records current and will provide Rogersville Housing Authority proof of the vaccinations done on my animal and proof that my animal has been spayed / neutered when requested.
- ☐ 2. I understand that my animal is to be under adult supervision at all times. When taken outside, my animal will be kept on a leash and in my own yard.
- ☐ 3. I understand that my animal is not allowed to be loose or unattended in the yard or any common areas. I also understand that my animal is not to be staked or tied to the building, clothes line, tree, or anywhere else on the grounds.
- ☐ 4. I understand that I am responsible for picking up and disposing of my animals' feces and that I must dispose of it properly (in a plastic sack and then placed in a container outside of my apartment). I also understand that if I use a litter box, it must be a leak-proof litter box used specifically for waste and kept inside my unit and cleaned and changed on a regular basis.
- ☐ 5. I understand that I am not to leave my animal alone in my apartment for 24 hours or more. If I am going to be away from my apartment for more than 24 hours, I will make sure my animal is with me or that I have found proper boarding for my animal while I am gone.
- ☐ 6. I will not let my animal disturb, interfere, or diminish the peaceful enjoyment of any other resident.
- ☐ 7. I will not alter my unit, porch, or yard in any manner in order to create an enclosure for my animal.
- ☐ 8. I understand that I am solely responsible for any damage that my animal causes and will ensure that my animal does not cause an infestation of insects such as fleas and ticks. If this does occur, I will be responsible for contracting the services of a professional Pest Control Company to eradicate this infestation.
- ☐ 9. I understand that I must restrain my animal, as required, when Rogersville Housing Authority Maintenance workers enter my apartment to perform work orders, during inspections, during pest control, and when any contractor of the Rogersville Housing Authority requires entry into my apartment. I understand that the Rogersville Housing Authority is not responsible if my animal escapes from my unit due to Maintenance, Inspections, or other activities of the Rogersville Housing Authority.
- ☐ 10 I understand that I nor any visitor will bring an unapproved pet/animal on RHA Property.

By signing below, I am stating that the above rules and regulations have been gone over with me and that I, and all members of my household, understand and agree to abide by them. Any violation of these rules is a violation of my Pet Policy and will result in either my Pet Permit being revoked and / or a 30-day lease cancellation and eviction notice being issued.

Head of Household Signature

Date

Other Tenant over 18 Signature

Date

Housing Administrator Signature

Date



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

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## Live-In Aide Reasonable Request for Accommodation

The U. S. Department of Housing and Urban Development (HUD) regulations (24 CFR 982.316) states: "a family that consists of one or more elderly, near-elderly or disabled persons may request approval for a live-in aide to reside in the unit and provide necessary support services for a family member who is a person with disabilities".

A Live-in Aide is defined as a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities and who: 1) is determined to be essential to the care and well-being of the persons; 2) is not obligated for the support of the persons; and 3) would not be living in the unit except to provide the necessary support services.

\*\*\*\*\* Please Note: A live in aide has absolutely no rights to the apartment. Upon the removal of the person whom a live in aide was approved (i.e., nursing home, death, etc.) the live in aide will be expected to vacate the apartment immediately.\*\*\*\*\*

Tenant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

\*\*\*\*\*

Name of Disabled/Elderly Family Member: \_\_\_\_\_

Please answer the following:

1. Name of requested Live-In Aide: \_\_\_\_\_
2. What are the qualifications of the Live-In Aide that will provide the needed care? \_\_\_\_\_
3. Will you and the Aide maintain separate finances: Yes \_\_\_\_\_ No \_\_\_\_\_
4. What will be the sole duties /responsibilities of the Live-In Aide? \_\_\_\_\_

Please provide any comments to assist in the evaluation of the Live-In Aide Request: \_\_\_\_\_

\_\_\_\_\_

I certify that I, or a member of my family am/is in need of a Live-In Aide.

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

**WARNING:** Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make false statements or misrepresentations to any department or agency of the United States as to any matter within its jurisdiction. \* Note: Prior to approval, all required eligibility and screening of the live-in aide will be completed included criminal acts in connection with any federal housing programs, drug-related criminal activity or violent criminal activity, moneys owed to any housing program, documentation that the live in aide left their previous residence in good standing and that the owner of the unit has approved the live-in aide.





## Live- In Aide Reasonable Request for Accommodation (CONTINUED)

### To be completed by Live-in Aide Applicant

The following questions ask about drug-related and other criminal activity that could adversely affect the health, safety, or welfare of other residents. Rogersville Housing Authority will deny the application of any applicant who does not provide complete and accurate information on this form or does not consent to a background check.

1. Have you been evicted from a federally assisted site for drug-related criminal activity?  
☐ yes ☐ no (If yes, when, please explain?) \_\_\_\_\_
2. Do you currently use illegal drugs or abuse alcohol? ☐ yes ☐ no
3. Are you currently subject to a registration requirement under a state sex offender registration program?  
☐ yes ☐ no
4. Have you been convicted of any drug-related crime? ☐ yes ☐ no
5. Have you been convicted of any felony? ☐ yes ☐ no
6. Have you been convicted of any crime involving fraud or dishonesty? ☐ yes ☐ no
7. Have you been convicted of any crime involving violence? ☐ yes ☐ no
8. Are you currently charged with any of the above criminal activities? ☐ yes ☐ no
9. Please list all states (including the counties) in which you have lived: \_\_\_\_\_
10. Have you ever used any other name? ☐ yes ☐ no If yes, please list: \_\_\_\_\_

I understand that the above information is required to determine my eligibility for residency. I certify that my answers to the above questions are true and complete to the best of my knowledge. I understand that making false statements on this form is grounds for rejection or termination of my lease. I authorize Rogersville Housing Authority to verify the above information and I consent to the release of the necessary information to determine my eligibility. **I hereby authorize law enforcement agencies to release criminal records and/or sex offender registration information to the Rogersville Housing Authority.**

**I also understand that if the following proves to be true, it will constitute my denial as a live-in aide:**

1. If I commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. If I have a history of drug-related criminal activity or violent criminal activity; or
3. If I currently owe rent or other amounts to Rogersville Housing Authority or to another public housing agency in connection with HCV program or Public Housing assistance under the 1937 Act.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Name (Please Print): \_\_\_\_\_

Date of Birth \_\_\_\_\_ SS# \_\_\_\_\_

**\*This consent is valid for 15 months from the date it is signed.**

### PENALTIES FOR MISUSING THIS VERIFICATION FORM

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## Live-In Aide Request for Verification

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

Tenant/Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Last 4- digits of social: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Please fill this out so we know who to  
contact for verification:

\_\_\_\_\_  
Doctor's Name

\_\_\_\_\_  
Doctor's Phone Number

**INSTRUCTIONS: A qualified professional with one of the following credentials (MD, DO, LCPC, LCSW, LMSW, APRN-BC, NP) must complete this form and return it to the Rogersville Housing Authority.**

The tenant named above has applied for, or is receiving federal rental assistance from the Rogersville Housing Authority. The tenant has requested our permission to have a "Live-in aide". Federal regulations require that before a live-in aide can be approved, the medical necessity of an aide must be verified. The household member has consented to this release of information, as shown on the bottom of this page.

### Definitions:

A live-in aide is defined as: a person who resides with one or more elderly persons or near-elderly persons or persons with disabilities and who:

- 1) is determined to be essential to the care and well-being of the persons;
- 2) is not obligated for the support of the persons; and
- 3) would not be living in the unit except to provide the necessary support services.

Under the federal law, an individual is disabled if he/she has a physical or mental impairment that: substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction and alcoholism. This definition doesn't include any individual who is a drug addict and in currently using illegal drugs or an alcoholic who poses a direct threat to property or safety because of alcohol use (24 CFR Part 8.3, and HUD Handbook 4350.3, (Exhibit 2-2).

### HOUSEHOLD MEMBER RELEASE

Release: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances, which require PHA to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PENALTIES FOR MISUSING THIS VERIFICATION FORM 7

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA, and any owner or any employee of HUD, the PHA, or the owner may be subject to penalties for unauthorized disclosure or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knows or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 42 U.S.C. 208 (f)(g) and (h). Violations of these provisions are cited as Violations of 42 U.S.C. 408 (f), (g) and (h).



**PHYSICIANS VERIFICATION FOR LIVE-IN AIDE REQUEST  
(CONTINUED)**

\*\*\*\*\*

TO BE COMPLETED BY THIRD PARTY: (to be completed by a **qualified professional with one of the following credentials (MD, DO, LCPC, LCSW, LMSW, APRN-BC, NP)**)

I, \_\_\_\_\_ (name and title), hereby certify that for,

\_\_\_\_\_ (applicant's name):

\_\_\_ a 24/7 live in aide is essential for his/her care and well-being per HUD regulations and the definition stated above.

\_\_\_ an aide is only needed for daily tasks (housecleaning, cooking, etc.) but is not needed for overnight care

\_\_\_ no aide is needed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

May we contact you if additional information is needed to verify request? ☐ Yes ☐ No

**WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make false statements or misrepresentations to any department or agency of the United States as to any matter within its jurisdiction.**



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## Live- In Aide Agreement

Tenant Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Unit Number: \_\_\_\_\_

# of Bedrooms: \_\_\_\_\_

\_\_\_\_\_ is a live-in aide, and he/she will be working for \_\_\_\_\_ and residing at \_\_\_\_\_.

He/she agrees to the following terms:

- 1) \_\_\_\_\_ is an employee of \_\_\_\_\_. The employer/employee relationship may be severed at will by the employer. The live-in aide has no other rights to the unit. If the employer/employee relationship is severed, the employee will move out of the unit immediately.
- 2) The Live-in Aide agrees to comply with mandatory screening for criminal background; must complete the attached questionnaire and consent to a criminal background investigation.
- 3) If the resident (employer) dies, the Live-in Aide (employee) has no right to remain in the unit and will vacate the apartment immediately.
- 4) While the Live-in Aide (employee) is in the unit, he or she agrees that they are bound by the terms of the lease.
- 5) The Live-in Aide certifies that he/she has read and understands the Residential Lease Agreement.
- 6) Both the Tenant and the Live-in Aide certify that they have received a copy of this Addendum to the Lease.

Live-In Aide: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

RHA Rep: \_\_\_\_\_ Date: \_\_\_\_\_

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### PHYSICIAN'S VERIFICATION FORM FOR REASONABLE ACCOMMODATIONS

Name of Resident (print): \_\_\_\_\_ DOB \_\_\_\_\_

Request for Reasonable Accommodation: \_\_\_\_\_

The Rogersville Housing Authority provides reasonable accommodations to our residents with disabilities who have a verifiable need for the reasonable accommodation. A reasonable accommodation is an exception made to the usual rules or policies made necessary because of a disability for the resident to use and enjoy an apartment community. **The resident has authorized you to provide the information requested on this form. Please answer the following questions, sign, and date and fax back to our office as quickly as possible. Thank you.**

**\*Note\* Please see attached "Authorization for Release of Information Form" signed by resident/applicant requesting the Reasonable Accommodation.**

1. Is this resident disabled? **(please circle one)** YES NO I DON'T KNOW

*The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. For a more detailed definition of disability please refer to the "Authorization for Release of Information Form".*

2. Please describe in what manner this disability restricts the resident in activities that are of central importance to his or her daily life:

\_\_\_\_\_

3. Does this resident need the accommodation requested above to be able to live in his/her apartment community?  
**(Please circle one)** YES NO

4. If yes, please describe how this accommodation will enable the resident to use or enjoy this apartment community.

\_\_\_\_\_

5. If necessary, would you be willing to testify in a court of law concerning the information provided in this form?  
**(Please circle one)** YES NO

Name and position of verifier: (Please print) \_\_\_\_\_

Signature of Verifier: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### PENALTIES FOR MISUSING THIS VERIFICATION FORM

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## **What to do When Someone Requests a Reasonable Accommodation:**

### **Assistance Animal:**

- Give tenant / applicant the following documents:
  - “Reasonable Accommodation Request Form”
  - “Request for Assistance Animal Accommodation”
  - “Definition of Disability and of a Service & Emotional Support Animal”
  - “Pet Application”
- request that they bring in the Vet Records (if they have them) when they return the forms. Instruct the tenant / applicant to fill out each document completely and correctly and remind them to make sure we can read what they write.
- When tenant / applicant returns the forms:
  - Go over each page and make sure everything is filled out correctly, all applicable questions are answered, and the Doctor’s information is filled out fully.
  - Make sure Vet Records are current – Rabies and Distemper for Dogs, Rabies for Cats, and Spay / Neuter for both.
  - Type up a letter to the Physician using the “Physicians Letter for Approval” template – change the Doctor’s information, the fax number, tenant / applicant name, and name and reason for request in the body of the letter.
  - Get the forms ready to fax – you will fax the following in this order:
    - Fax Cover Sheet
    - Physicians Letter for Approval
    - “Reasonable Accommodations Physicians Verification Form” – fill out the Name of Resident, DOB, and Request for Reasonable Accommodation
    - “Medical Verification Form for Service and Emotional Support Animal” form
    - All 5 pages of the “Reasonable Accommodation Request Form”
  - Fax the forms to the Doctor – paper clip everything together and wait for a response. If you don’t receive a response in a week, send the forms again and write “2<sup>nd</sup> Attempt”.
- Once you receive a fax back from the physician, look over the forms the doctor filled out to see if the request for a Reasonable Accommodation was approved or not approved.
- If the request was denied, send a letter to the tenant / applicant to inform them that their request for a reasonable accommodation was denied due to the opinion of their physician.
- If the request was approved, an appointment for all adults in the household will need to be made for them to come into the office and add the pet. The following will need to be provided by tenant and gone over with them:
  - Vet Records – if not previously provided. An appointment to add the Assistance Animal can only be made if up-to-date records are provided.
  - Take a photo of the animal to put on file
  - “Handout for Approved Assistance Animals” Policy
  - Pet Permit needs to be assigned, put Pet Permit # on top of the “Assistance Animal Lease”, fill out all areas, have tenant put the Emergency Contact and Name and Telephone number for their veterinarian, and have tenant sign and date Pet Lease.
  - “Pet / Assistance / Emotional Support Animal Tenant Agreement” needs to be read to the tenant and them initial each space and they sign and date at the bottom.

- Make a copy of the “Assistance Animal Lease” and “Pet / Assistance / Emotional Support Animal Tenant Agreement” and give to tenant along with “Handout for Approved Assistance Animals”.
- Put in a Work Order for maintenance to “Deliver Pet Permit #0000 to this apartment”
- Put information into SACS under “Tenants” and Pet tab, make sure to upload photo of the animal
- Put a round YELLOW sticker on the tenant file
- File all documents in the Tenant’s file and put away

**Live-In Aide:**

- Give tenant / applicant the following documents:
  - “Reasonable Accommodation Request Form”
  - “Live-In Aide Request for Accommodation” (2 pages)
  - “Live-In Aide Request for Verification” (1 page)
  - Request that the tenant provide the following documents for the person they are requesting to be their Live-In Aide:
    - Driver’s License
    - Social Security Card
    - Birth Certificate
    - Vehicle Registration
- When tenant / applicant returns the forms:
  - Go over them and make sure all areas are filled out completely, all applicable questions are answered, the Doctor’s information is filled out completely
  - The live-in aide has answered and signed all forms needed
  - Make copies of the Driver’s License, Birth Certificate, Social Security Card, and Vehicle Registration
  - Type up a letter to the Physician using the “Physicians Letter for Approval” template – change the Doctor’s information, the fax number, tenant / applicant name, and name and reason for request in the body of the letter.
  - Do background checks on the person requested to be the Live-In Aide
    - TN Felon Website
    - TN Drug Offender Website
    - National Sex Offender Website
    - TN Sex Offender Website
    - TN Court Website
    - Send background check to appropriate County Sheriff’s Department (fax)
    - Check REAC website to see if any monies are owed to RHA or any PHA’s.
  - Get the forms ready to fax to the physician and fax in this order:
    - Fax Cover Sheet
    - “Physicians Letter for Approval”
    - “Live-In Aide Request for Verification” form (2 pages)
  - Fax the forms to the Physician, paper clip all papers together and wait for the Physicians response. If no response is received within a week, fax all the forms again and write “2<sup>nd</sup> Attempt”.
- Once you receive a response from the Physician, look over the forms and make sure they are all filled out and see if the physician approves a 24/7 Live-In Aide, an aide only for daily tasks but not needed for overnight care, or if they deny the request for a live-in aide.

- If a live-in aide is denied, type a letter to the tenant / applicant and inform them of their Physician's decision and that their request for a Live-In Aide is denied.
- If a Live-In Aide is approved, schedule an appointment with the tenant and Live-In Aide. At the appointment the following will need to be gone over and completed:
  - Live-In Aide Agreement will need to be read, filled out, and signed and dated
  - It needs to be made abundantly clear that if the tenant needing the live-in aide no longer wishes to have their services or if they die, that they Live-In Aide has NO claim on the apartment and must move out immediately.
  - The Live-In Aide agrees that they've read and agree to the Residential Lease Agreement
  - A photo of the Live-In Aide must be taken for the file
  - If the live-in aide is only approved to be there to perform daily task and overnight stay is not needed, make sure the live-in aide knows and understands that they are not allowed to stay the night.

**Any Other Request for a Reasonable Accommodation:**

- Examples: Installing flashing light smoke detectors for a hearing-impaired tenant, installing a wheel chair ramp, adding grab bars or handrails, having an extra bedroom for medical equipment, etc. ... If you are unsure if their request can be accommodated, ask the Executive Director.
- Give tenant / applicant the "Reasonable Accommodation Request Form"
- Instruct tenant / applicant to fill out the form entirely and completely, make sure all questions are answered, that the Doctor's information is filled out completely, and that they write in legible handwriting.
- Once the tenant / applicant returns the form:
  - Go over every page and make sure everything is filled out, signed and dated
  - Get the form ready to fax to the physician listed and send the following documents in this order:
    - Fax Cover Sheet
    - "Physicians Letter for Approval"
    - "Reasonable Accommodation Physicians Verification Form"
    - "Reasonable Accommodation Request Form"
  - Fax the forms to the physician, paper clip all pages together, and wait for a response. If no response is received within a week, fax everything to the doctor again and write "2<sup>nd</sup> Attempt".
- When a response is received from the Physician, go over it to see if the request for a reasonable accommodation is approved or denied.
- If the doctor denies the request, send a letter to the tenant / applicant informing them that their request to have a reasonable accommodation is denied due to the opinion on the physician they provided.
- If the doctor approves the request, speak with the Executive Director on what needs to happen next.



### **3.0 ACCESS TO SERVICES FOR LIMITED ENGLISH PROFICIENT (LEP) APPLICANTS AND RESIDENTS**

#### **Background**

On January 22, 2007, HUD published proposed guidance to help recipients of federal financial assistance take reasonable steps to meet their regulatory and statutory obligations to ensure that Limited English Proficient (LEP) persons have meaningful access to HUD programs and activities.

Under Title VI of the Civil Rights Act of 1964 and its implementing regulations, recipients of federal financial assistance have a responsibility to ensure meaningful access to programs and activities by LEP persons.

#### **Limited English Proficient Individuals:**

Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be Limited English Proficient and may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Limited English Proficient (LEP) families may encounter a barrier to understanding and accessing services provided by the Rogersville Housing Authority. The RHA will take steps to communicate with LEP families who need services or information in a language other than English. The Rogersville Housing Authority will follow the plan and policy to accommodate LEP families. If an applicant or resident appears to be having difficulties in understanding and/or communicating with the RHA, RHA will follow their LEP policies and plan.

#### **3.1 Determining the extent LEP services are needed**

The Rogersville Housing Authority will take reasonable steps to ensure meaningful access to its programs and activities by LEP persons.

RHA will apply the four-factor analysis to the various kinds of contacts encountered with the public to assess language needs and decide what reasonable steps RHA could take to ensure access for LEP persons.

A. Determine the number or proportion of LEP individuals in the eligible service population.

The Rogersville Housing Authority will identify the number or proportion of LEP persons from a particular language group served or encountered in the eligible service population. Ordinarily, persons "eligible to be served", or "likely to be directly affected by" the Rogersville Housing Authority's programs or activities are those who are served or encountered in the eligible service population. This population is program-specific, and includes persons who are in the geographic area that have been approved by HUD or defined by state or local law or regulation as the recipient's jurisdiction or service area.

The Rogersville Housing Authority will first examine its prior experiences with LEP encounters and determine the breadth and scope of language services that are needed. In conducting this analysis; c the Rogersville Housing Authority will consider language minority populations that are eligible for their programs or activities, but may be underserved because of existing language barriers. Other data that may be consulted to refine or validate the Rogersville Housing Authority's prior experience, including the latest census data for the area served, data from school systems and from community organizations, and data from state and local governments. The focus of the analysis will be on the lack of English proficiency, not the ability to speak more than one language.

Community agencies, school systems, grassroots and faith-based organizations, legal aid entities, and others may be contacted to assist in identifying populations for whom outreach

is needed and who would benefit from the Rogersville Housing Authority's programs and activities if language services were provided.

B. The frequency LEP individuals come in contact with the RHA's programs.

The Rogersville Housing Authority will assess, as accurately as possible, the frequency with which they have or should have contact with an LEP individual from different language groups seeking assistance. The more frequent the contact with a particular language group, the more likely the need for enhanced language services in that language. In conducting this review, the Rogersville Housing Authority will consider whether appropriate outreach to LEP persons could increase the frequency of contact with LEP language groups.

C. The nature and importance of the program, activity, or service provided by HUD to LEP individuals.

The Rogersville Housing Authority will attempt to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual. In determining the nature and importance of its program(s), the Rogersville Housing Authority will consider such factors as decisions by HUD, another federal, state, or local entity, or the Rogersville Housing Authority to make a specific activity compulsory in order to participate in the program, such as filling out particular forms, participating in administrative hearings, or other activities.

D. Determine the resources available to assist LEP individuals.

The Rogersville Housing Authority will explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns. If determined appropriate, the Rogersville Housing Authority will document in some reasonable manner, its process for determining that language services will be limited based on resources or costs.

### **3.2 Translation – Oral and Written**

Where the Rogersville Housing Authority determines that interpretation is needed and is a reasonable service to provide, the Rogersville Housing Authority will consider some or all of the following options for providing competent interpretation services in a timely manner:

#### **Competence of Interpreters**

When using interpreters, the Rogersville Housing Authority will attempt to ensure that they:

1. Demonstrate proficiency in and ability to communicate information accurately in both English and in the target language and identify and employ the appropriate mode of interpreting (e.g., consecutive, simultaneous, summarization, or sight translation);
2. Have knowledge in both languages of any specialized terms or concepts peculiar to the Rogersville Housing Authority's programs or activities and of any particularized vocabulary and phraseology used by the LEP person; and
3. Understand and follow confidentiality and impartiality rules to the same extent the Rogersville Housing Authority employee for whom they are interpreting and/or to the extent their position requires, and understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles (particularly in court, administrative hearings, or law enforcement contexts).

### **Hiring Bilingual Staff**

If particular languages are encountered often, the Rogersville Housing Authority will consider hiring bilingual staff to fill public contact positions (such as persons who take applications) with staff who are bilingual and are competent with communicating directly with LEP persons in the LEP persons' own language.

### **Hiring Staff Interpreters**

Hiring interpreters may be considered where there is a frequent need for interpreting services in one or more languages. Depending on the facts, it may be determined necessary to provide on-site interpreters to provide accurate and meaningful communication with an LEP person.

### **Contracting for Interpreters**

Contract interpreters may be considered when there is not a regular need for a particular language skill. If appropriate, the Rogersville Housing Authority may seek these services from community-based organizations or other mutual assistance associations.

### **Using Telephone Interpreter Lines**

If determined appropriate and available telephone interpreter service lines will be considered.

### **Using Community Volunteers**

If determined appropriate and available, the Rogersville Housing Authority will consider community volunteers and working with community-based organizations to provide supplemental language assistance. They may be particularly useful in providing language access for the Rogersville Housing Authority's less critical programs and activities.

### **Use of Family Members or Friends as Interpreters**

Where LEP persons so desire, they will be permitted to use, at their own expense, an interpreter of their own choosing (whether a professional interpreter, family member, or friend) in place of, or as a supplement to, the free language services that may be offered by the Rogersville Housing Authority.

### **Written Language Services (Translation)**

Where the Rogersville Housing Authority determines that interpretation is needed and is a reasonable service to provide, the appropriate documents will be translated into the appropriate target language(s).

### **What Documents will be Translated?**

After applying the four-factor analysis, the Rogersville Housing Authority may determine that an effective Language Assistance Plan (LAP) for its particular program or activity may include the translation of vital, or generic widely used written materials into the language of each frequently encountered LEP group eligible to be served and/or likely to be affected by the recipient's program.

Such written materials may include, for example:

1. Consent and complaint forms;

2. Intake forms with the potential for important consequences;
3. Written notices of rights, denial, loss, or decreases in benefits or services, and other hearings;
4. Notices of eviction;
5. Notices advising LEP persons of free language assistance;
6. Notices of resident meetings and public hearings;
7. Leases and tenant rules; and/or
8. Applications to participate in a recipient's program or activity or to receive recipient benefits or services.

### **Languages Translations for Documents**

The extent of the Rogersville Housing Authority's obligation to provide written translations of documents will be determined by the Rogersville Housing Authority on a case-by-case basis, looking at the totality of the circumstances in light of the four-factor analysis.

### **Minimum Standards**

The following will serve as a guide in the Rogersville Housing Authority's decision to provide document translation for a specific target language:

1. The Rogersville Housing Authority will generally provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, will be provided orally; or
2. If there are fewer than 50 persons in a language group that reaches the 5 percent trigger in (1) above, the Rogersville Housing Authority will not translate vital written materials but instead will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

### **Competence of Translators**

The Rogersville Housing Authority will make reasonable efforts to ensure that translators of written documents are competent. Where available, the Rogersville Housing Authority will utilize the services of certified translators.

### **Elements of the Language Assistance Plan**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the Rogersville Housing Authority will develop an implementation plan to address the identified needs of the LEP population it serves. The following five components will be included in the Language Assistance Plan:

#### **1. Identifying LEP Individuals Who Need Language Assistance**

One of the ways the Rogersville Housing Authority may use to determine the language of communication is to use language identification cards (or "I speak" cards), which invite LEP persons to identify their language needs to staff. The Census Bureau "I speak" card can be found and downloaded at <http://www.dss.cahwnet.gov/civilrights/PG584.htm>

The Rogersville Housing Authority may review demographic data for its jurisdiction from the most recent U.S. Census or update, where available, to determine if it is necessary to provide written

## **2. Language Assistance Measures**

The Language Assistance Plan will include information about the ways in which language assistance will be provided. For instance, the Rogersville Housing Authority may include information on the following:

1. Types of language services available;
2. How staff can obtain those services;
3. How to respond to LEP callers;
4. How to respond to written communications from LEP persons;
5. How to respond to LEP persons who have in-person contact with recipient staff; and
6. How to ensure competency of interpreters and translation services

## **3. Training Staff**

If appropriate, the LAP may include training to ensure that:

1. Staff knows about LEP policies and procedures; and
2. Staff having contact with the public is trained to work effectively with in-person and telephone interpreters.

## **4. Providing Notices to LEP Persons**

Once the Rogersville Housing Authority has decided, based on the four-factor analysis, that it will provide language services, it will notify LEP persons that those services are available and that they are free of charge. The Rogersville Housing Authority will provide this notice in a language that LEP persons will understand. Types of notification that the Rogersville Housing Authority will consider include:

1. Posting signs in common areas, offices, and anywhere applications are taken;
2. Stating in outreach documents that language services are available from the Rogersville Housing Authority;
3. Working with grassroots and faith-based community organizations and other stakeholders to inform LEP individuals of the Rogersville Housing Authority's services, including the availability of language assistance services;
4. Using a telephone voice mail menu. The menu would be in the most common languages encountered. It would provide information about available language assistance services and how to get them, including notices in local newspapers in languages other than English;
5. Providing notices on non-English-language radio and television stations about the available language assistance services and how to get them; and,
6. Presentations and / or notices at schools, grassroots, and faith-based organizations.

## **5. Monitoring and Updating the Language Assistance Plan**

Where appropriate, the Rogersville Housing Authority will develop a process for determining, on an ongoing basis, whether new documents, programs, services, and activities need to be made accessible for LEP persons, and the Rogersville Housing Authority may consider whether the changes in demographics, types of services, or other needs require annual reevaluation of their LAP.

In its reviews, the Rogersville Housing Authority may consider assessing changes in:

1. Current LEP populations in the housing jurisdiction geographic area or encountered;
2. Frequency of encounters with LEP language groups;
3. The nature and importance of activities to LEP persons;
4. The availability of resources, including technological advances and sources of additional resources, and the costs imposed;
5. Whether existing assistance is meeting the needs of LEP persons;

6. Whether staff knows and understands the Languages Assistance Plan (LAP) and how to implement it; and,
7. Whether identified sources for assistance are still available and viable.

In addition to these elements, the plan will set clear goals, make management accountable, and provide opportunities for community input and planning throughout the process.

### **3.3 RHA Limited English Plan**

#### **Population Needs and Capacity**

RHA will assess the needs of applicants and current residents to determine if the said needs are being met and work to identify RHA's capacity to meet the needs. RHA will use a four-factor analysis to determine the appropriate language assistance services to ensure that LEP families have access to programs and services offered.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the RHA; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the RHA to LEP families; and (4) the resources available to the PHA and costs. RHA will work to find a good balance of these four factors to ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the RHA.

#### **Oral Interpretation/Language Services**

The RHA will utilize the following options to assist in communication with LEP families:

- Language line for telephone interpreter services (TDD# 1-800-877-8339)
- LEP persons may use family members or friends or another interpreter of their choosing at their own expense. They can use these interpreters in place of or as a supplement to the language services provided by the RHA
- Seek out and work with community volunteers and/or community organizations to provide supplemental language assistance.
- When and where feasible, the RHA will consider training staff or hiring bilingual staff, who are competent in communicating in the language needed for LEP individuals in the community.

#### **Written Translation/Language Services**

The RHA will provide written translations of vital documents for an eligible LEP family at the request of an applicant or resident. The RHA will utilize available local resources to translate notices and documents into languages other than English. In order to address critical time sensitive documents, RHA may specify a designated interpreter which may be a family member or another representative selected by the resident.

RHA does not have a significant population of LEP families inquiring for services. However, the RHA will utilize contacts at the local school system if further input is needed to address any needs not covered in the plan. When an LEP family is desiring to utilize services, the RHA will provide training to staff about LEP policies and procedures, as well as, how to work effectively with interpreters. RHA will notify LEP families of the LEP services that are available free of charge and by posting a notice in the main office where applications are submitted.

#### **Monitoring and Updating the LEP Plan**

Annually, the Rogersville Housing Authority will assess the LEP plan to determine if the demographics have changed and whether services or other needs require updating.

The following items will be considered during the review:

- Current LEP populations in the housing jurisdiction, LEP population affected, or LEP encountered;

- Frequency of encounters with LEP families;
- The nature and importance of activities to LEP families;
- The availability of resources and costs imposed;
- Does existing assistance meeting LEP family needs;
- Knowledge and understanding of LEP Plan by staff;
- Are current sources for assistance available and viable.

#### Competence of Interpreters

When using interpreters, the Rogersville Housing Authority will attempt to ensure that they:

- Demonstrate proficiency in, and ability to, communicate information accurately, in both English and in the language of the LEP individual/family.
- Have knowledge in both languages of any specialized terms or concepts peculiar to the RHA's programs or activities and of any particularized vocabulary and phraseology used by the LEP person; and
- Understand and follow confidentiality and impartiality rules to the same extent the RHA employee for whom they are interpreting and/or to the extent their position requires, and understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles (particularly in court, administrative hearings, or law enforcement contexts).

## **4.0 FAMILY OUTREACH**

The Rogersville Housing Authority will monitor the characteristics of the population being served as well as the population characteristics as a whole in the RHA service areas. Targeted outreach efforts will be put in place if a comparison suggests that certain populations are being underserved.

RHA will comply with fair housing requirements which include analyzing the housing market area and the populations currently being served to identify underserved populations; ensuring that outreach efforts are targeted to different media outlets that reach eligible populations that are underrepresented in the program; and avoiding outreach efforts that prefer or exclude members of a protected class.

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

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

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

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



## **5.0 FAMILY CONSENT TO RELEASE OF INFORMATION (RIGHT TO PRIVACY)**

### **Consent Forms**

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to RHA verification of that information. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While RHA must use form HUD-9886-A, this form does not release all the information necessary to the administration of the program. RHA will develop a release form to include all other necessary information.

### **HUD-9886-A Form**

All adult family members, including the head and spouse/cohead regardless of age, required to sign HUD Form 9886-A, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

A new HUD 9886-A form will not be submitted to RHA unless someone 18 years or older becomes a member of the family; a current member of the family turns 18; or as required by HUD or the RHA in administrative instructions.

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign HUD-9886-A, Consent to the Release of Information. Family members that are high school students that turn 18 years of age during the school year will fill out HUD-9886-A within 10 business days after high school graduation.

The RHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act, whenever RHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits.

The executed form will remain effective until the family is denied assistance, assistance is terminated, the family provides written notification to the RHA to revoke consent, or 15 months from the date the form is signed.

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.

### **Failing to Consent**

Any family member that is required to sign a consent form chooses not to do so, the RHA will deny admission to applicants and terminate the lease of residents. The family may choose to request a hearing by following the RHA grievance procedures.

## **6.0 PROGRAM INTEGRITY (ANTI – FRAUD)**

The Rogersville Housing Authority is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Rogersville Housing Authority. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

The Rogersville Housing Authority believes that the majority of families and RHA employees intend to comply with program requirements and will make reasonable efforts to avoid errors. To assist in ensuring that the RHA's program is administered effectively and to high ethical and legal standards, the RHA will employ a variety of strategies to ensure that errors and intentional program abuse are rare.

RHA will attach a copy of "Is Fraud Worth It?" (form HUD-1141) to every application, which explains actions that are fraudulent and the consequences associated with program abuse.

RHA will provide each applicant and resident with a copy of "What You Should Know about EIV," which is a guide to the Enterprise Income Verification system. The head of household will be required to sign the guide acknowledging receipt of the guide. The signed copy will be included in the family file and the head of household will receive a copy for their records.

RHA will require all prospective residents to participate in an orientation prior to or upon execution of the lease. RHA will discuss expectations and how to be in compliance with the program. The family representative will be required to sign a program orientation form indicating that all rules and appropriate regulations were explained to them.

RHA staff will review and explain all requested forms prior to obtaining the family signatures.

RHA will include a warning statement about the penalties for fraud RHA forms and form letters that request information from a family member.

RHA employees will receive the necessary training on policies and procedures and the RHA's standards of conduct and ethics.

The RHA will explain any changes in HUD regulations or RHA policy that affect residents at every regular reexamination meeting.

More information on the EIV System can be found at this link.

[https://www.hud.gov/sites/dfiles/PIH/documents/about\\_eiv\\_updated.pdf](https://www.hud.gov/sites/dfiles/PIH/documents/about_eiv_updated.pdf)

### **6.1 Identifying Errors and Abuse of the Program**

RHA will use EIV as well as other methods for income verification.

During annual reexaminations, the RHA will compare current information provided by the family to the previous reexamination to assist in identifying any incomplete information and/or inconsistencies.

RHA will also look at a comparison of family reported income to family expenses to possibly identify any unreported income.

RHA will participate in an independent audit each year. RHA is also periodically audited by HUD. Each audit provides the RHA with any findings of errors and potential cases of abuse of the program.

RHA encourages all staff, residents and community members to report any cases of possible abuses of the program.

## **6.2 Investigation**

RHA will review all reports of impropriety to determine if an investigation is warranted. RHA will investigate allegations that contain verifiable information such as the name of an unauthorized person in the apartment.

During reviews of files and the verification process if any inconsistencies or information that is contradictory is found, the RHA will investigate.

RHA will use any available housing authority documents and public records during an investigation. The resident family in question may be required to sign consent forms for release of any additional information that is needed.

RHA will use the preponderance of the evidence during the investigation to determine the outcome of the investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

RHA will determine if an error or program abuse has occurred, does the resident owe any amount of money, and what needs to take place to correct the issue.

## **6.3 Corrective Actions**

If an error or program abuse is discovered, the issue must be corrected in a timely manner.

RHA will consider the seriousness of the identified error or program abuse, any special circumstances that might have influenced the issue, if the circumstances are related to a disability, and how other family members would be affected.

Within 10 business days, after the completion of the investigation, RHA will provide the family with a written statement of what was discovered and how it will be corrected.

When an error or fraudulent action is discovered, the Rogersville Housing Authority shall take action. RHA will consider the following 4 actions depending on circumstances and what it RHA determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. RHA may offer the resident an option to enter into a satisfactory repayment agreement as set forth in the Rogersville Housing Authority Repayment Agreement Policy.
- C. Deny admission or terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or.
- E. Take such other action as the Rogersville Housing Authority deems appropriate.
- F. RHA will not reimburse for overpayment if the error is caused by the family.
- G. RHA may require the family member that committed fraud not be allowed to reside in the unit as a condition of continued assistance.

### **Resident Initiated Fraudulent Actions and Program Abuse**

False statements made to RHA during the application process or reexamination process

Incomplete or false information provided to RHA

Offering bribes to employees or third-party individuals in an attempt to mislead RHA staff

Falsifying, forging, or altering required documents

Using a false name

Omitting known facts, such as income

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. RHA may determine other actions to be program abuse based on the preponderance of the evidence. The Rogersville Housing Authority shall aggressively attempt to prevent all cases of fraud.

### **RHA Errors and Program Abuse**

While RHA makes every effort to avoid errors and program abuse, there are times that these instances occur. The most common incorrect rental determinations include failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and errors in calculation.

RHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.



## REPAYMENT AGREEMENT

I, \_\_\_\_\_ hereby agree  
Print Tenant Name(s)

that I owe the **Rogersville Housing Authority** the amount of

\$ \_\_\_\_\_ as a result of my occupancy at \_\_\_\_\_.

This debt is the result of the following: (under-reported or un-reported income)

\_\_\_\_\_.

The first payment will be due on the month following the date of this repayment

agreement, which will be \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

I will continue to pay \$ \_\_\_\_\_ each month until the balance is paid in full.

My monthly payments will be due on the 1<sup>st</sup> day of the month along with the current rent, utilities and other charges. Late fees will be applied after the 10<sup>th</sup> day of the month.

Payments will be applied in the following manner:

1. Previous late fees accrued
2. Current Rent and other Charges Due (utility bills, late fees, deposits owed, etc.)
3. Repayment Agreement

A final payment of \$ \_\_\_\_\_ will be made on \_\_\_\_\_.

I have read the Repayment Agreement Policy and understand that my failure to abide by this Repayment Agreement will result in termination of my lease.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**Housing Authority Representative**

**Tenant**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**It should be noted that this Agreement will be in default when One (1) payment is delinquent.**



## ANTI-FRAUD AND REPAYMENT AGREEMENT POLICY

When a resident(s) owes the Rogersville Housing Authority money due to fraudulent actions such as unreported or under reported income, the Rogersville Housing Authority may allow them to enter into a Repayment Agreement. Agreements must not exceed \$1,000 for failure to report an increase in income and full payment must be made within a period not to exceed 10 months. All Repayment Agreements must be in writing and signed by both parties.

**Failure to comply with the Repayment Agreement terms will subject the Resident to eviction procedures.**

Repayment agreements must be approved by the Executive Director.

All current monthly rent, utilities and other charges are due in addition to the payments under this policy. Payments shall generally be as follows:

- a. The tenant may be required to repay to the Rogersville Housing Authority immediately the amount owed.
- b. The Rogersville Housing Authority may enter into a repayment agreement with the tenant if the amount does not exceed \$1,000.00. The tenant would be responsible to pay 10% of the amount owed down and the remaining balance over a 10-month period of time until the balance is paid in full.
- c. If the amount exceeds \$1,000 the tenant's assistance will be immediately terminated. The tenant will be given a 30-day eviction notice.
- d. If the amount exceeds \$2,500 the tenant will not be eligible for re-admission to the Rogersville Housing Authority, regardless of repayment.

The tenant will remain in good standing with the Rogersville Housing Authority as long as all payments are received in a timely manner. Failure to abide by this Repayment Agreement will result in the unpaid balance being turned over to the Judicial Court System for collection of the total unpaid balance, attorney fees and court costs.

Repayment agreements shall remain in effect and payment shall be made along with any other applicable current monthly rent, utilities and other charges. Payment on tenant account will be first applied to any previous UNPAID amounts then the current utilities, other current charges, current rent and finally the current repayment agreement amount. No repayment agreement amounts will be applied until **ALL CURRENT** charges are paid in full.

No tenant shall add current charges to a previous repayment agreement.

No repayment agreements shall be executed for tenant negligence and abuse to property. All related negligence and abuse to property is to be determined at the discretion of the Rogersville Housing Authority.

Repayment agreements may be executed for rent arrearage only in cases of documented financial hardship by the tenant or for reasonable accommodation purposes.

**It should be noted that this Agreement will be in default when One (1) payment is delinquent.**

When the Repayment Agreement is in default, no future Repayment Agreement will be made with the same family. When a default of the Repayment Plan occurs, ALL amounts of monies owed are due on the date of the default.

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Tenant Signature

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Tenant Signature

## **7.0 DOMESTIC VIOLENCE AND VIOLENCE AGAINST WOMEN (VAWA)**

Under the Violence Against Women Act (VAWA), the Rogersville Housing Authority is required to implement internal policies to include provisions for the protection of victims of domestic violence, dating violence, sexual assault, sexual battery, stalking, and human trafficking who are applying for or receiving assistance through the public housing program.

RHA will include a one-page summary of the VAWA in all applications. The RHA will make information available to anyone who requests it, including but not limited to HUD 5380, HUD 5382, HUD 5383, a copy of RHA's emergency transfer plan, the National Domestic Violence Hotline 1-800-799-SAFE(7233) or 1-800-787-3224 (TTY) and local victim advocacy groups or service providers.

The Rogersville Housing Authority will notify its applicants and residents about the protections afforded by VAWA. A copy of this policy is available at the office of the Rogersville Housing Authority and will be made available upon request. RHA will review the VAWA during the lease signing and during annual reexaminations. RHA will include the information about VAWA in lease terminations.

If the RHA has reason to believe that someone is a victim, the RHA will attempt to provide the victim with information about VAWA. If RHA suspects that the victim might be put at risk of domestic violence due to providing the information, the RHA will attempt to hand deliver the information to the victim, have the victim come to the RHA office, or meet at another place that the victim feels safe. The RHA will avoid sending the information through the mail if RHA believes that the victim will be in harms way because the perpetrator has access to the victim's mail. RHA will mail the information if it is requested by the victim.

When discussing VAWA with any victim, the RHA will take reasonable precautions to ensure that conversations are confidential so that others may not over hear the conversation.

## **EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

Rogersville Housing Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended ("VAWA"), RHA allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that the Rogersville Housing Authority is in compliance with VAWA.

### **Definitions**

- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.

- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.

- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" (Form HUD-5382).

### **Eligibility for Emergency Transfers**

A tenant may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and RHA will provide a copy if requested. RHA may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer. An emergency transfer can be requested by a tenant whether or not the tenant is in good standing with RHA.

### **A Tenant is eligible for an emergency transfer if:**

1. The tenant (or their household member) is a victim of VAWA violence/abuse;
2. The tenant expressly requests the emergency transfer; AND
3. **EITHER:**
  - a. The tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member) stays in the same dwelling unit; OR
  - b. If the tenant (or their household member) is a victim of sexual assault, either the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

### **Emergency Transfer Policies**

While RHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, RHA will 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 unit. RHA will respond to requests for emergency transfers on availability of eligible units within 5 business days. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to another unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern the occupancy in the unit to which the tenant has been transferred. RHA may not be able to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If RHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, RHA 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, RHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. RHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

#### Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall in writing notify Rogersville Housing Authority by visiting the RHA office during business hours at 902 Locust St., Rogersville, Tn 37857 or email the RHA at [receptionist@rogersvillehousing.net](mailto:receptionist@rogersvillehousing.net). If RHA does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, RHA may ask for this documentation in accordance with 24 CFR 5.2007. Unless RHA receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), RHA cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. RHA will provide reasonable accommodations to this policy for individuals with disabilities.

#### WRITTEN REQUEST FOR AN EMERGENCY TRANSFER

While it is not required, RHA may ask for a written documentation for a request of an emergency transfer. RHA will give the tenant 14 business days (weekends and Federal holidays do not count) from the date of the request to provide the written documentation. RHA may extend the request but is not required to do so.

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, either a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member stays in the same dwelling unit), or a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 may be used for making a written request for an emergency transfer.

#### Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given the following priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists. If RHA deems that an emergency transfer is appropriate under VAWA, priority will be given to that tenant if a safe and eligible unit is available.

#### Confidentiality

If a tenant inquires or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, RHA will keep any information provided concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. The information provided will be kept securely and separately from the tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) may only be accessed by RHA employees or contractors if explicitly authorized by RHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, if a new dwelling unit is provided, the new location will be held in confidentiality by RHA and that the victim's dwelling unit will not be disclosed to a person who committed or threatened to commit the violence/abuse against the tenant of domestic violence, dating violence, sexual assault, or stalking. For additional information about a housing authority's responsibility to maintain confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking please refer to the Notice of Occupancy Rights under the Violence Against Women Act.

### **Emergency Transfer Procedure**

RHA cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. RHA will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If RHA identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. RHA may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If RHA does not have any safe and available units for which the tenant is eligible, RHA 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, RHA will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are attached to this plan.

### **Availability of Emergency Transfer Plan**

To get a copy of the plan or if you have other questions about VAWA, please contact the Rogersville Housing Authority at 423-272-8540. When possible, the plan will be available on the Rogersville Housing Authorities website at [rogersvillehousing.com](http://rogersvillehousing.com).

If you need assistance with the plan, such as translation, explaining what is included in the plan, or any other reasonable accommodation to better understand the plan, please contact the Rogersville Housing Authority.

### **Safety and Security of Tenants**

When RHA receives any inquiry or request regarding an emergency transfer, RHA will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants that have been victims of sexual assault may call the Rape, Abuse, Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohi.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center by calling or texting 1-855-484-2846 or at the following online link <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

RHA's website ([rogersvillehousing.com](http://rogersvillehousing.com)) has a link for tenants to access additional resources.

For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

NOTICE OF OCCUPANCY RIGHTS UNDER THE  
VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0286

Expires 1/31/2028

HUD-5380: Rights for Survivors

**Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

**When should I receive this form?** A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

**What is the Violence Against Women Act (“VAWA”)?** This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

**What if I require this information in a language other than English?** To read this information in Spanish or another language, please contact **Rogersville Housing Authority at 423-272-8540** ; FOR HOPWA contact Christy McMakin at (423) 378-2938 or go to <https://hudexchange.info/programs/hopwa>. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**What do the words in this notice mean?**

- VAWA violence/abuse means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- Victim means any victim of VAWA violence/abuse, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- Affiliated person means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- Covered housing program<sup>1</sup> includes the following HUD programs:
  - Public Housing
  - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
  - Section 8 Project-Based Rental Assistance (PBRA)
  - Section 8 Moderate Rehabilitation Single Room Occupancy
  - Section 202 Supportive Housing for the Elderly
  - Section 811 Supportive Housing for Persons with Disabilities
  - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
  - Section 236 Multifamily Rental Housing
  - Housing Opportunities for Persons With AIDS (HOPWA) program
  - HOME Investment Partnerships (HOME) program
  - The Housing Trust Fund
  - Emergency Solutions Grants (ESG) program
  - Continuum of Care program
  - Rural Housing Stability Assistance program
- Covered housing provider means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

<sup>1</sup> For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at

<https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>. **HUD 5380 p.1**

**What if I am an applicant under a program covered by VAWA?** You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

**What if I am a tenant under a program covered by VAWA?** You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

**How can tenants request an emergency transfer?** Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
  - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
  - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request.

To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, please contact the Rogersville Housing Authority at 423-272-8540.

The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

**Can the perpetrator be evicted or removed from my lease?** Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

**What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance?** In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

**HUD 5380 p.2**

<b>Covered Housing Program(s)</b>	<b>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</b>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

**Are there any reasons that I can be evicted or lose assistance?** VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

**What do I need to document that I am a victim of VAWA abuse/violence?** If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

**Will my information be kept confidential?** If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

**How do other laws apply?** VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact [INSERT APPROPRIATE STAFF MEMBER CONTACT INFORMATION]. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Have your protections under VAWA been denied?** If you believe that the covered housing provider has violated these rights, you may seek help by contacting [INSERT LOCAL HUD FHEO FIELD OFFICE & CONTACT INFORMATION]. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/VAWA](https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA). To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

### **Need further help?**

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate, contact [ENTER CONTACT INFO FOR LOCAL ADVOCACY AND LEGAL AID ORGANIZATIONS].

**Public reporting burden** for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

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

**Confidentiality Note:** Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

**Purpose of Form:** If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

**VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status.**

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?". Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

**Will my information be kept confidential?** Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

**What if I require this information in a language other than English?** To read this in Spanish or another language, please contact Rogersville Housing Authority at 423-272-8540; FOR HOPWA providers contact Christy McMakin at (423) 378-2938 or go to <https://hudexchange.info/programs/hopwa>. You can read translated VAWA forms at [https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5a#4](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4). If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

**Can I request a reasonable accommodation?** If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

**Need further help?** For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact:

Frontier Health SAFE House at Office Number (844) 578-7233 or Emergency Number (844) 578-7233.

Legal Aid of East TN – Hawkins (423) 928-8311 or 1 (800) 821-1312 Grainger (423) 587-4850 or 1 (800) 821-1309



**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Name(s) of victim(s): \_\_\_\_\_

2. Your name (if different from victim's): \_\_\_\_\_

3. Name(s) of other member(s) of the household: \_\_\_\_\_

4. Name of the perpetrator (if known and can be safely disclosed): \_\_\_\_\_

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: \_\_\_\_\_

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: \_\_\_\_\_

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: \_\_\_\_\_

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: \_\_\_\_\_

6. Anything else your housing provider should know to safely communicate with you?

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

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**Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:**

**Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Spouse or intimate partner of the victim** includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Dating violence means violence committed by a person:**

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking means** engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others or
- (2) Suffer substantial emotional distress.

**Certification of Applicant or Tenant:**

By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

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**Signature**


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**Date**

**Public Reporting Burden** for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## 8.0 SUPPORT OF OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. The Rogersville Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guards personnel, the Rogersville Housing Authority wants to support these brave warriors in the following manners;

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Rogersville Housing Authority will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically, a unit cannot be held by a family that is not residing in it as their primary residence. If all members of the family have been called to activity duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service.

## **9.0 COOPERATING WITH WELFARE AGENCIES**

The Rogersville Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Rogersville Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **10.0 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The Rogersville Housing Authority will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or probation violators. The Rogersville Housing Authority will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirement:

- A. The law enforcement agency shall notify the Rogersville Housing Authority that the fugitive felon and/or parole or probation violator
  - (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which in the case of the State of New Jersey, is a high misdemeanor; or
  - (ii) is violating a condition of probation or parole imposed under Federal or State law; or
  - (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location of apprehension of the receipt is within the Rogersville Housing Authority's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## **11.0 REQUIRED POSTINGS**

The Rogersville 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:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy (ACOP)
- B. Notice of the status of the waiting list (open or closed)
- C. A listing of all developments by name, address, number of units, units designed with special accommodations, address of all project offices
- D. Income Limits for Admission
- E. Utility Allowance Schedule
- F. Current Schedule of Maintenance Charges
- G. Apartment Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Rogersville Housing Authority Notices
- L. Reasonable Accommodation Policy
- M. Agency Rogersville Housing Authority's Score and Designation
- N. Community Policies (Vehicles & Parking Policy, Storage Units Policy, Security Camera Policy, Etc.)

## **12.0 APPLYING FOR PUBLIC HOUSING**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at 902 Locust Street, Rogersville, TN 37857.

Completed applications submitted will be used to compile a waiting list. Due to the demand for housing in the Rogersville Housing Authority jurisdiction, the Rogersville Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Rogersville Housing Authority will verify the information. Applications may be made in person during regular office hours as posted in the lobby. Applications will be faxed or emailed to interested families upon request. Applications can be found on the Rogersville Housing Authority's website at [RogersvilleHousing.com](http://RogersvilleHousing.com).

The completed application will be dated and time stamped upon its entry into the Rogersville Housing Authority application system. Applications must be complete in order to be accepted by the RHA for processing.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Rogersville Housing Authority to make special arrangements.

The application process will involve two phases. The first phase is the initial application for housing assistance known as the Application. The application requires the family to provide limited basic information (i.e. family composition, income, etc.) establishing any preferences to which they may be entitled. This first phase results in an apparently eligible family's placement on the waiting list.

Upon receipt of the family's application, The Rogersville Housing Authority will make a preliminary determination of eligibility.

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

The second phase is the final determination of eligibility; this takes place when the family nears the top of the waiting list. The Rogersville Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current (less than 90 calendar days old) in order to determine the family's final eligibility for admission into the Public Housing Program.

If the Rogersville Housing Authority determines the family to be ineligible, a written notice will be sent stating the reasons therefore and will offer the family the opportunity for an informal review of the determination.

## 13.0 ELIGIBILITY FOR ADMISSIONS

### 13.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Rogersville Housing Authority screening criteria in order to be admitted to public housing.

### 13.2 ELIGIBILITY CRITERIA

- A. **Family Status** – All families must have a Head of Household or Co-Heads of Household. Head of Household must be 18 years of age or a person that has been relieved of the disability of non-age by court action (sometimes referred to as Court Emancipation). Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  1. A **Family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that lives together in a stable family relationship.
    - a. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
    - b. Children temporarily absent from the home due to placement in foster are considered family members, until DHS custody decision is reached at which time eligibility will be re-evaluated
  2. A **single person** who may be an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.
  3. An **Elderly family**, which is:
    - a. A family whose head, spouse or sole member is a person who is at least 62 years of age;
    - b. Two or more persons who are at least 62 years of age living together; or
    - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  4. A **near-elderly** family, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or;
    - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  5. A **disabled** family, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities:
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.

- d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on drug or alcohol dependence.
6. A **displaced family**, is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
7. A **remaining member of a tenant family**, excluding any action by State or Law enforcement agency in removing children from the unit. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.

## **B. Income Eligibility**

1. To be eligible for admission to developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area. These income limits are revised annually and are posted for public viewing at the Rogersville Housing Authority office.
2. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Rogersville Housing Authority.
3. If the Rogersville Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
4. Income limit restrictions do not apply to families transferring within our Public Housing Program.
5. The Rogersville Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

## **C. Citizenship/Eligibility Status**

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U. S. C 1436 a (a)) and revised in 24 CFR Part 5 "Revised Restrictions on Assistance to Noncitizens", Final rule, dated May 12, 1999.
2. If a family member knowingly permits an ineligible individual to reside in an assisted housing unit, the family member's assistance must be "terminated" for a period of not less than 24 months.

## **D. Citizenship/Eligibility Status Social Security Number Documentation**

1. To be eligible, all family members must provide a Social Security number. If a child under the age of 6 years has no SSN, the child may still be admitted so long as documentation of the SSN is provided within 90 calendar days from the date of admission. If the household is unable to provide a SSN within the 90-day period, the Rogersville Housing Authority will grant one additional 90-day extension period. If the family is unable to comply with the requirements by



the specified deadline, the Rogersville Housing Authority will terminate the tenancy of the entire family.

2. The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.
3. If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the Rogersville Housing Authority within 30 calendar days of it being requested, the family shall be removed from the waiting list. During this 30 calendar days, if all household members have not disclosed their Social Security number at the time a unit becomes available, the Rogersville Housing Authority must offer the available unit to the next eligible applicant family on the waiting list.

#### **A. Signing Consent Forms**

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
  - a. A provision authorizing HUD or the Rogersville Housing Authority to obtain from State Wage Information, Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Rogersville Housing Authority to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
  - d. A statement allowing the Rogersville Housing Authority permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
  - e. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

#### **F. Special College Student Eligibility Rules**

1. In order to be eligible for public housing, college students living outside their parents or guardian's homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the Rogersville Housing Authority evidence of the establishment of the separate household.
2. The college student must not be claimed as a dependent by parents or guardians on their IRS returns. This will be verified by examining the students IRS return for the previous year. The Rogersville Housing Authority will examine the box that asks if someone else claimed them on their tax return.
3. If the student is receiving an athletic scholarship that includes over \$5000 a year for housing costs, the student shall not be eligible for public housing.

### 13.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in compliance with the public housing Apartment Lease. The Rogersville Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Rogersville Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise, eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Rogersville Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent and any utility payments;
  - 2. 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;
  - 3. History of criminal activity by any household member involving crimes or physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. 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
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Rogersville Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the Apartment Lease. The Rogersville Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. A credit check of the head, spouse, co-head, and any other adult family members;
  - 2. A rental history check of all adult family members;
  - 3. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. The 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 Rogersville 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). This criminal background check will proceed after each adult household member has signed a consent form designed by the Rogersville Housing Authority.
  - 4. A check of the State's lifetime sex offender registration program for each adult household member, including live-aides. No household with an individual registered under a state sex offender registration will be admitted to public housing. The Rogersville Housing Authority will check with our state registry and if the applicant has resided in another State (s), with that State (s)'s list. The Rogersville Housing Authority will also check the National Sex Offender Public Website.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

#### 13.4 GROUNDS FOR DENIAL OF ASSISTANCE

The Rogersville Housing Authority is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug related criminal activity that would adversely affect the health, safety or well-being of other tenants or staff or cause damage to the property;
- F. Have a history of disturbing neighbors or destruction of property or other Apartment Lease violations.
- G. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs.
- H. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there-from (5 years);
- I. Have a household member who has been evicted from public housing for a serious violation of the Apartment Lease;
- J. Have a household member who has been terminated under the certificate or voucher program;
- K. Have a history of not meeting financial obligations including current and previous landlords and public utility companies.
- L. Owes Community Service hours to any housing authority in connection with the public housing program.

#### 13.5 PROHIBITING ADMISSION OF CRIMINAL AND DRUG RELATED ACTIVITY

The Rogersville Housing Authority may deny assistance in the following instances when the applicant or applicant's family has engaged in criminal activity, regardless of whether the person has been arrested, charged or convicted for **ten (10) years** from the arrest, charge or conviction for Criminal Activities:

- A. The applicant or any member of the applicant family has engaged in physical or verbal abuse, or threatened abusive or violent behavior, including but not limited to the use, attempted use, or threatened use of physical force, toward Rogersville Housing Authority personnel, County or City official or a resident of the Rogersville Housing Authority.
- B. Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against the property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally assisted housing.

- C. When the screening process shows a pattern of arrests or engaging in any drug or criminal activity that may threaten health, safety, or right to peaceful enjoyment.
- D. Violent criminal activities shall include any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force, substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage with the exception of violent criminal activity.
- E. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
- F. The Rogersville Housing Authority determines that it has reasonable cause to believe that a household member's pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Any household member who is currently engaging in or has engaged in ANY criminal related and/or drug-related activity involving the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell, distribute a controlled substance as defined in 102 of the Controlled Substances Act, 21 U. S. C. 802;
- H. Any household member has been evicted from federally assisted housing within the past **three** years because of drug-related and/or criminal activity and/or drug-related criminal activity involving the personal use or possession for personal use. The **three-year** limit is based on the date of such eviction, not the date the crime was committed.

However, the Rogersville Housing Authority may admit the household if it is determined that:

- 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Rogersville Housing Authority; or
- 2. The circumstances leading to the eviction no longer exist (for example the criminal household member is imprisoned or has died)
- I. Any household member who is currently engaging in the illegal use of a controlled substance. For the purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;
- J. Rogersville Housing Authority determines that it has reasonable cause to believe that a household members illegal use or pattern of illegal use of a drug may threaten the health, safety or right to peaceful enjoyment of the premises by other residents;
- K. For criminal-related activity or criminal drug-related activity if it is determined that any household member has engaged in such activity, regardless of whether the household member has been arrested or convicted for such activity. However, the Rogersville Housing Authority may consider whether the household member is participating in or has successfully completed a supervised alcohol rehabilitation program or has otherwise been rehabilitated successfully.
- L. **Denied for Life:** If any family member has been convicted of manufacturing, producing or selling methamphetamine (speed) in a public housing development.
- M. **Denied for Life:** has a lifetime registration under a State sex offender registration program.

**Denial of Admissions to the Rogersville Housing Authority is not solely based on arrest records and will be investigated individually.**

### **13.6 INFORMAL REVIEW FOR APPLICATION DENIAL**

If the Rogersville Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Rogersville 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 in writing an informal review of the decision within five (5) business days of the denial. The Rogersville Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any persons designated by the Rogersville Housing Authority, other than a person who made or approved the decision under review. The applicant must be given the opportunity to present written objections to the Rogersville Housing Authority's decision. The Rogersville Housing Authority must notify the applicant of the final decision within 10 calendar days after the informal review, including a brief statement of the reasons for the final decision.

## **14.0 MANAGING THE WAITING LIST**

**Rogersville Housing Authority will monitor the waiting list closely to determine if the waiting list needs to be opened, closed, or certain apartment sizes are open for applicants. RHA will add potential residents to the waiting list when they have submitted a completed application with all required documents. RHA will work off the waiting list to determine family needs and available units.**

### **14.1 OPENING AND CLOSING THE WAITING LIST**

#### **Opening**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. This public notice will state where, when, and how to apply. The notice will be published in suitable media outlets such as a local newspaper of general circulation, RHA website, and also by any available minority media. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

#### **Closing**

For any unit size or type, if the Rogersville Housing Authority's waiting list has sufficient applications to fill anticipated vacancies for the coming 12 months, the Rogersville Housing Authority may elect to:

- Close the waiting list completely;
- Close the list during certain times of the year; or
- Restrict intake by preference, type of project, or by size and type of dwelling.

A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the Rogersville Housing Authority to house applicants in 12 months. Decisions to close waiting lists, restrict intake or open waiting lists will be publicly announced.

The RHA will close the waiting list at its discretion and when deemed necessary.

When the waiting list is closed, the Rogersville Housing Authority will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

### **14.2 ORGANIZATION OF THE WAITING LIST**

The RHA will maintain one single community-wide waiting list for its developments. The RHA will not adopt site-based waiting lists.

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application.
- C. Any contact between the Rogersville Housing Authority and the applicant will be documented in the applicant file.

### **14.3 PURGING THE WAITING LIST**

The Rogersville Housing Authority will update its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Rogersville Housing Authority has current information, i.e., applicants' address, family composition, income category and preferences.

The Rogersville Housing Authority will contact the applicant in writing. If after a written attempt, no response is received, the Rogersville Housing Authority will place the application in the "inactive status" and remove the applicant's name from the waiting list, until such time that the applicant contacts the office.

At the time of initial intake, the Rogersville Housing Authority will advise families that they must notify the housing authority in writing if and when their circumstances, mailing address or phone numbers change.

#### **14.4 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

To ensure vacant units are filled in a timely manner, the Rogersville Housing Authority needs a waiting list that is accurate. While each applicant must keep the Rogersville Housing Authority apprised of changes in address, phone number, income or other circumstances, no application will be removed from the waiting list unless:

- A. The applicant requests that their name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program.
- C. The applicant does not meet the eligibility or suitability criteria for the program; or
- D. The applicant receives and accepts an offer of housing.

## 15.0 TENANT SELECTION AND ASSIGNMENT PLAN

It shall be the policy of the Rogersville Housing Authority to attain, to the maximum extent feasible, a tenant body in each project that is composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families with serious social problems.

The Rogersville Housing Authority will not, on account of race, color, religion, sex, gender identity, handicap, familial status, age or national origin, deny to any family or individual the opportunity to apply for admission nor deny or hinder any eligible applicant the opportunity to make application, Apartment Lease or rent dwelling units suitable to its need in any development.

Applicants who have been processed and approved are placed on a waiting list in order to await offers for available vacancies. Upon entry into the Public Housing program, applicants are offered a total of three offers as units become available and are allowed to turn down a maximum of 2 offers. If an applicant turns down the 3<sup>rd</sup> and final offer, the applicant must then submit another application.

### 15.1 PREFERENCES

The Rogersville Housing Authority will select families based on the following preferences within each bedroom size category.

- A. **Veterans and Active Members of the United States Department of the Defense**-Single or families of full time, part time, reserves and retirees of any branch of the U.S. Department of Defense; Army, Air Force, Navy, Marine Corps and Coast Guard;
- B. **Working Family**– Working families currently residing in Hawkins and Grainger County (Rutledge development) where at least one adult in the household is employed for at least 90 days;
- C. **Elderly** – Persons who are 62 or older;
- D. **Disabled** – Persons who meet the definition of “disabled” according to the Social Security Administration.
- E. **Involuntary Displaced Person (s)** – Individuals or families who have been involuntarily displaced because of a natural disaster (fire, flood, tornado, etc.), or Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.

On a case-by-case basis, the executive director, with documentation verifying the immediate need of housing, may approve of moving a prospective resident to the top of the preference list due to an emergency displacement because of a dwelling becoming uninhabitable.

In the case of a federally declared disaster, the Rogersville Housing Authority reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director as long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested by the HUD Assistant Secretary for Public and Indian Housing.

- F. **Violence Against Women** - The Rogersville Housing Authority strives to meet the needs of adult and child victims of domestic violence, dating violence, sexual assault, and stalking. Any applicant who can provide verification of an existing abuse situation may qualify for a preference.
- G. **All Other Families or Single Persons who are not receiving Federal Housing Assistance.**

Based on the above preferences, Veterans and Active Members of the United States Department of the Defense will be preference #1 and will be offered before Working Family #2 and #2 will be offered before #3 – Elderly; and so on. Based on these priorities, applicants will be selected from the waiting list using the preferences as outlined above.



The date and time of application will be noted and utilized to determine the sequence within the above prescribed preference.

**Elderly Units:** In filling vacancies in elderly designated units, first priority will be given to elderly families. If there are insufficient numbers of elderly families on the waiting list to fill all vacancies, units will be offered to the near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be offered first to families who may benefit from the accessible features, and will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the Waiting List (s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 14-day notice.

## 15.2 ASSIGNMENT OF BEDROOM SIZES (OCCUPANCY STANDARDS)

The following guidelines will determine each family's unit size without overcrowding or over housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero-bedroom units will usually be assigned to one-person families.

In determining bedroom size, the Rogersville Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the processing of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or children who are temporarily in foster-care, after the Rogersville Housing Authority has documentation of such.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of five (5), may share a bedroom.
- C. Children will not occupy the same bedroom as their parents upon reaching the age of four (4) years; the Rogersville Housing Authority will make every effort to provide a bedroom separate from the parents after age four (4).
- D. Live-in aide may be granted up to one (1) additional bedroom, if one is available.
- E. Foster-children may be required to share a bedroom with family members.
- F. Exceptions to normal bedroom size standards include the following:
  1. Units smaller than assigned through the above guidelines – a family may request a smaller unit size than the guidelines allow. The Rogersville 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 they will be ineligible for a large size unit for one (1) year or until the family size changes, whichever may occur first.

2. Units larger than assigned through the same guidelines. A family may request a larger unit size than the guidelines allow. The Rogersville Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit. (Reasonable Accommodations will apply)
3. If there are no families on the waiting list for a larger size unit, smaller size families may be housed, however they must sign a release stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needs the larger unit.
4. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
5. In no event will a single person who is not an elderly person or a displaced person, or a person with disabilities be provided with a unit that is larger than a one-bedroom.

To the maximum extent possible, needed transfers to units of appropriate size will have precedence over new admissions.

### **15.3 SELECTION FROM WAITING LIST**

The Rogersville Housing Authority shall follow the statutory basis targeting 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 ensure this requirement is met we shall monitor the incomes of newly admitted families and the incomes of the families on the waiting list twice yearly. If it appears the requirement to house extremely low-income families will not be met, the Rogersville 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 Rogersville Housing Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

The Rogersville Housing Authority will not hold units vacant to accomplish these goals.

### **15.4 DECONCENTRATION POLICY**

It is the Rogersville Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Rogersville Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, and the income levels of families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration.

### **15.5 OFFER OF UNIT**

When the Rogersville Housing Authority discovers that a unit will become available, it will contact the first family on the waiting list who has the highest priority for this type and size of unit.

The Rogersville Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will

be given five (5) business days from the date the letter was mailed to contact the Rogersville Housing Authority regarding the offer.

A date and time will be scheduled for a move in inspection, tenant briefing and signing the Apartment Lease. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Rogersville Housing Authority will send the family a letter documenting the offer and the rejection.

## **15.6 REJECTION OF UNIT**

If, in making the offer to the family, Rogersville Housing Authority skipped over other families on the waiting list in order to meet the deconcentration goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Rogersville Housing Authority did not skip over other families on the waiting list to reach this family, and the family rejects three offers of suitable units without good cause, the family must resubmit another application.

If the family rejects (with good cause) any unit offered they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, childcare, (for those working or going to school) and verified victims of VAWA.

## **15.7 ACCEPTANCE OF UNIT**

The family will be required to sign an Apartment Lease that will become effective on the same day as it is signed.

The head of household and other adult family members will be required to attend the Apartment Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation.

The applicant will be provided a copy of the Apartment Lease and other documents pertaining to living with the Rogersville Housing Authority. The applicant will sign a certification that they have received these documents and that they have reviewed them with Rogersville Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the Apartment Lease and the review of financial information are to be privately handled. The family will pay a security deposit at the time of Apartment Lease signing. The security deposit will be equal to:

- A. **\$200**
- B. New residents are allowed to pay their security deposit in up to five payments. \$100.00 at the time of Apartment Lease signing and \$25.00 with the second, third, fourth, and fifth month's rent payment.
- C. If a move within public housing is necessary, and there are any costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## 16.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

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

### 16.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Rogersville Housing Authority believes that past income is the best available indicator of expected future income, The Rogersville Housing may annualize the income anticipated for a short period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full (gross) amount, before any payroll deductions, of wages and salaries, overtime pay, commission, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets in excess of \$5,000 annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security (SS) benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance payments (Temporary Assistance to Needy Families-TANF, General Assistance) received by or on behalf of any family member.
- G. Periodic and determinable allowances, such as alimony and child support payments (see note), and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of family members (Note: Uncollected child support will not be counted as income so long as the family provides court documents demonstrating that the debt is uncollectible or has not been paid or received as directed by the court for more than three (3) months.).

- H. All regular pay, special pay, and allowances of a family member in the Armed Forces. (see paragraph 16.2.G below concerning pay for exposure to hostile fire.)
- I. In determining annual income, the Rogersville Housing Authority will request the family to provide documentation of current income. The family acceptable documentation can be either dated 60 days prior to income determination or 60 days following the date the income documentation is requested.
- J. Historical Amounts: If the Rogersville Housing Authority is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, the Rogersville Housing Authority may average past actual income received or earned within the last 12 months before the determination date to calculate annual income.
- K. Income from seasonal employment (i.e. **school board employees, teachers, etc.**) may be calculated using one of the following two methods of the family's choosing:
- L. Annualize income by projecting the current monthly income for 12 months, even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases and must have another source of income to use to calculate rent.
- M. Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. The second method would not require an interim examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.

#### **N. Occupancy by Over-Income Families**

The Rogersville Housing Authority (RHA) is an essential resource for providing quality affordable housing to eligible families of Hawkins and Grainger Counties in a manner that moves families toward increased and sustained self-sufficiency. The Rogersville Housing Authority has elected to select working families as our number one preference in filling vacancies

Therefore, the RHA is amending the Admissions and Continued Occupancy Policy regarding over-income households to state the following:

All housing authorities now follow the same rule, we cannot rent to anyone that is considered over-income unless there are no other families on the waiting list to fill the vacancy and the RHA publicizes that we are accepting applications for one month. If an over-income limit family is housed, that family can live in an apartment for 24 months before their assistance is terminated. Any over-income families will still be subject to Annual Recertifications and can request interim-reexaminations. If at any time the family is no longer considered over-income, the 24-month period stops. If that family is considered over-income again, the 24-month period will start over.

## **16.2 EXCLUSIONS FROM INCOME**

Annual Income does not include the following:

- A. Income from the employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family who are unable to live alone);
- C. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, onetime lottery winnings, and settlement for personal property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide, provided the person meets the definition of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD (e.g. Step-up program; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred (special equipment, clothing, transportation, child care etc.) to allow participation in a specific program;
  - 4. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the Rogersville Housing Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - 5. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training programming (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the public housing authority;
  - 6. Temporary, nonrecurring or sporadic income (including gifts);
  - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
  - 8. Earnings in excess of \$480 for each full-time student eighteen (18) years or older (excluding the head of the household, spouse, or co-head). Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption;
  - 9. Adoption assistance payments in excess of \$480 per adopted child;
  - 10. Deferred periodic payments of supplement security income and social security benefits that are received in a lump sum payment;
  - 11. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - 12. The following is a list of benefits excluded by other federal statute:
    - a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U. S. C. 5044 (g) 50858). Examples of programs under this Act include but are not limited to:
  - i. The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - ii. National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 ©);
- 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. 459e);
- e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U. S. C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (20 U.S.C. 1552 (b)); effective July 1, 2000 references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U. S. C. 2931);
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540.90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of 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);
- i. Amounts of scholarships funded under the Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U. S. C. 1087uu); Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study Grants.
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U. S. C. 3056(f)); Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l. Payments received under the Main Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U. S. C. 9858q);
- n. Earned income tax credit refund payments received on or after January 1, 1991 (26 U. S. C. 32(j));

- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U. S. C 12637 (d));

These exclusions may be amended from time to time as permitted or required by the federal regulations. The Rogersville Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### **16.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family. Medical expenses include but are not limited to:
    - Services of physicians and other health care professionals
    - Services of health care facilities
    - Health insurance premiums (including the cost of Medicare)
    - Prescription and non-prescription medicines
    - Transportation to and from treatment
    - Dental expenses
    - Eyeglasses
    - Hearing aids and batteries
    - Attendant care (unrelated to employment of family members),
    - Payments on accumulated medical bills
    - The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.
  - 2. Un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member (s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member (s) freed to work. Equipment and auxiliary apparatus may include but are not limited to:
    - Wheelchairs
    - Lifts
    - Reading devices for the visually impaired
    - Equipment added to cars and vans to permit their use by the disabled family member
- D. Reasonable Child Care Expenses for children twelve (12) years of age and younger necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. To be considered by the Rogersville Housing Authority for the purpose of determining a deduction from income, the expenses claimed must be verifiable.



#### **16.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.
- B. The Housing Administrator shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communications. This shall be done as promptly as possible.
- C. After the reconciliation is completed, the Rogersville Housing Authority shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Rogersville Housing Authority shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the Apartment Lease and evict for failure to report income; or
  - 4. Terminate the Apartment Lease, evict for failure to report income, and collect the back rent due to the agency.

## 17.0 VERIFICATION

The Rogersville Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### 17.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U. S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include Social Security cards and other documents presented by the family, the Immigration and Naturalization Service SAVE approval code, and forms signed by the family.

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

#### A. Up-front Income Verification (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

1. **Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides public housing authorities with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U. S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD -50058, Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The Rogersville Housing Authority will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identify Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports (1) Income Discrepancy Report, Multiple Subsidy Report, and the New Hires Report.
2. State Wage Information Collection Agencies (SWICA's)
3. State systems for the Temporary Assistance for Needy Families (TANF) program.
4. Credit bureau Information (CBA) credit reports
5. Internal Revenue Service (IRS) Letter 1722
6. Private sector databases (e.g. The Work Number)

The Rogersville Housing Authority will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or reexaminations of household income as appropriate.

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until the Rogersville Housing Authority has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the

Rogersville Housing Authority requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriated remedy.

Furthermore, the information the Rogersville Housing Authority derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation date. The Rogersville Housing Authority is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim re-examinations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **B. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the re-examination or the Rogersville Housing Authority requested date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The Rogersville Housing Authority may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

The Rogersville Housing Authority will obtain at least four current and consecutive paystubs (if paid weekly) or two current and consecutive pay stubs (if paid bi-weekly or semi-monthly) totaling at least one month for determining annual income from wages. For new income sources or when four or two pay stubs are not available, the Rogersville Housing Authority will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than 60 days (from the Rogersville Housing Authority determination or request date) is acceptable for confirming effective dates of income.

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

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

The Property Manager must type up a memo stating the findings of the EIV report, go over the findings with the tenant, and both tenant and Property Manager sign the memo in order to use it as proof of SS / SSI income.

## **C. Written Third-Party Verification Form**

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

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

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

The Rogersville Housing Authority will send the form directly to the third-party source by mail, fax, or e-mail and will allow 15 calendar days for the return of third party written verifications prior to continuing on to the next type of verification.

#### **D. Third-Party Oral Verification**

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

The Rogersville Housing Authority will allow 15 calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

#### **E. Review of Documents**

When UIV, written and oral third-party verifications are not available within the 15-calendar day period allowed in paragraph 3 and 15 calendar day period allowed in paragraph 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the documents (s).

#### **F. Self-Certification and Self-Declaration**

When UIV, written and oral third-party verifications are not available within the 15-calendar day period allowed in paragraph 3 and 15 calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, the Rogersville Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

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

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

Applicants reporting **zero income** will be asked to complete the *Monthly Family Expense and Income Contribution* form(s) to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The *Monthly Family Expense and Income Contribution* form is a certification signed by the person who provides the income contribution and must be notarized.

**17.2 TYPES OF VERIFICATION**

Verification Requirements for Individual Items		
Items to be Verified	3 <sup>rd</sup> Party Verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic report	Social Security card
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate
Citizenship	n/a	Signed certification, voter's registration card, valid driver's license, U. S. Passport, birth certificate, identification card issued by a government agency
Eligible immigration status	INS SAVE confirmation #	INS Card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if over 18)	Letter from school	For high school and/or college students, any document evidencing enrollment
Need for a live-in aide	Verification from doctor or other professional knowledgeable of condition	N/A
Childcare Costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payments
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls.
Medicare Discount Card		A card issued by a private prescription drug plan with the words Medicare RX on it.
Proof of Child Custody	Divorced Decree, State Issued Child Support Payments, State Issued Parenting Plan.	Notarized Statement from non-custodial parent
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements; if less than \$1,500
CD's,, Bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real Property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal Property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current Statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

<b>Income</b>		
Earned Income	Letter from Employer	Multiple pay stubs
Self Employed	N/A	Tax returns from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e. , if grandmother pays day care provider, the day care provider could so state)	Bank Deposits, other similar evidence
Alimony, child support	Court Order, notarized letter from source, letter from Human Services, Case Number	Record of deposits, divorce decree
Social Security Administration		Letter for Social Security as verified by HUD computer system (EIV)
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation Training Program Participation (continued)	Letter from program provider indicating -whether enrolled or completed -whether training is HUD-funded -whether Federal, State , local gov., or local program -whether it is employment training -Whether it has clearly defined goals and objectives -whether program has supportive services -whether payments are for out-of-pocket expenses incurred in order to participate in a program -date of first job after program completed	Evidence of Job Start

### 17.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZENS STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

At admission, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military D214.

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

At admission, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Rogersville Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Rogersville Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility the Rogersville Housing Authority will mail information to the INS so that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section. Except to the extent that the delay is caused by the family.

If the Rogersville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the Apartment Lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **17.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, every family member regardless of age must provide the Rogersville Housing Authority with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the Apartment Lease. If the new family member is under the age of two and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Rogersville Housing Authority may grant one ninety (90) day extension for newly-added family members under the age of two if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Rogersville Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

#### **17.5 TIMING OF VERIFICATION**

Verification information must be dated within ninety (90) days of certification or re-examination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim re-examination is conducted, the Rogersville Housing Authority will verify and update all information related to family circumstances and level of acceptance.

#### **17.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

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

#### **17.7 SPECIAL VERIFICATION FOR ADULT STUDENTS (HOH or CO-HOH COLLEGE)**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Rogersville Housing Authority shall verify

using normal third-party verification procedures that amount by communicating directly with the supporting person (s). If an athletic scholarship is involved, the Rogersville Housing Authority shall determine if any of the scholarship is available for housing costs.

## **17.8 DISCREPANCIES IN VERIFIED INFORMATION**

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

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

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

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

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

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

The Rogersville Housing Authority will explain to the tenant, the reason (s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the Rogersville Housing Authority deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the Rogersville Housing Authority.

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

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



## **17.9 CONFIDENTIALITY OF EIV DATA**

Due to the sensitive nature of income data, the Rogersville Housing Authority will restrict access to the information. Safeguards to protect confidentiality of participant income data include the following:

- A. The Executive Director will determine which employees need access to EIV data and the level of access each user needs to the EIV system. Access will be restricted to employees who have a recognized need to know for valid administrative reasons in the operation of the public housing programs;
- B. User agreements must be signed by all authorized housing authority users;
- C. Verification documents are kept in the applicant/tenant file, when needed, and destroyed when no longer needed.
- D. Tenant files are kept in locking file cabinets in a secure work area, and are locked at the end of the workday.
- E. Move-out files are shredded when no longer needed.
- F. Training for staff is provided.

## **18.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **18.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination during their annual recertification. The annual recertification is for any changes in the family composition, to ensure that unit size is still appropriate, and to check compliance with the community service requirements, if applicable.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, transportation, education, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
  - 4. Loss in income because of changes in circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Rogersville Housing Authority will provide them with the following information whenever they have to make rent decisions:
  - 1. The Rogersville Housing Authority's policies on switching types of rent in case of a financial hardship; and
  - 2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Rogersville Housing Authority will provide the amount of income-based rent for the subsequent year, for only the year the Rogersville Housing Authority conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **18.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 30% of the family's adjusted monthly income; or
- B. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- C. The minimum rent of \$50

### **18.3 MINIMUM RENT**

The Rogersville Housing Authority has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Rogersville Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and

whether the hardship is of a temporary or long-term nature. The financial hardship exemption applies only to payment of the minimum rent.

**A. A hardship exists in the following circumstances:**

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

The above exemptions must be proven by the resident by providing to the Rogersville Housing Authority verifiable information in writing prior to the rent being delinquent and before the Apartment Lease is terminated by the Housing Authority.

**B. No hardship.** If the Rogersville Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

**C. Temporary hardship.** If the Rogersville Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Rogersville Housing Authority will offer a repayment agreement in accordance with the Anti-Fraud and Repayment Agreement Policy for any rent not paid during the period of suspension.

During the suspension period the Rogersville Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

**D. Long-term hardship.** If the Rogersville Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

**E. Appeals.** The family may use the grievance procedure to appeal the Rogersville Housing Authority's determination regarding the hardship.

## **18.4 FLAT/CEILING RENT**

The Rogersville Housing Authority will set the flat rent amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR). Any increase caused by an increase of the flat rent required by HUD shall be limited to 35% of the existing flat rent per year to the tenant, unless state or local law requires a lesser increase.

The Rogersville Housing Authority is required by HUD to conduct an annual market study based on Fair Market Rents. In doing so, it will consider the bedroom size of the unit as compared to similar units in the private, unassisted rental market for the housing authority area. The flat rent will be set at no less than 80% of the FMR or 35% increase of the existing/current flat rent.

Section 210 of the FY 14 Appropriations Act requires that if an existing tenant's rental payment would be increased by 35 percent or more as a result of changes to the flat rent amount, that increase must be phased-in such that a family would not experience an increase in their rental payment of more than 35 percent (%) in any one year. Therefore, the Rogersville Housing Authority will phase-in rent increases 35% or more over a three-year period.

The new flat rent amount will apply to all new program admissions effective October 31, 2014. For current program participants that pay the flat rental amount, the new flat rent amount will be offered, as well as the income-based rent amount, at the next re-examination.

The Rogersville Housing Authority will post the flat rents at the office located at 902 Locust Street, Rogersville TN 37857. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

### **18.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents for the Rogersville Housing Authority. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment to obtain the prorated tenant rent.

### **18.6 PAYING RENT**

Rent and other charges are due and payable on the 1<sup>st</sup> day of each month but no later than the 10<sup>th</sup> day (if the 10<sup>th</sup> falls on a weekend or a holiday, the next working day will be the last day to pay before late fees are added). After the 10<sup>th</sup> day of the month the rent is delinquent. All rents should be paid at 902 Locust Street, Rogersville, TN. Rent must be paid by cash, check or money order only. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$20 for processing costs. Under these circumstances no future payment of rent or charges by personal check will be allowed.

If total payment is not received, the payment will be posted to the tenants account as follows: Security deposit, pet deposit, utilities, any other charges, and rent. If the balance is not paid by the 10<sup>th</sup> (tenth) working day of the month (unless the 10<sup>th</sup> falls on a weekend, then the next working day) a 30-day Notice to Vacate will be issued to the tenant. In addition, a 10% late fee on the balance will be assessed to the tenant.

If payment is not received in full by the 30-day of the Notice to Vacate, on the 45<sup>th</sup> 31<sup>st</sup> day a Detainer Warrant will be filed for all monies owed and for possession of the property. If a Detainer Warrant is filed, the tenant will be responsible for the cost of the warrant, plus any court or attorney charges, provided the court declares the Rogersville Housing Authority successful in its action.

A tenant will only be allowed a total of two Detainer Warrant dismissals. If payment is received in full including cost for the Detainer Warrant by 3:30 the day before court, it will be cancelled. However, on obtaining a third Detainer Warrant, we will proceed with eviction.

## **19.0 ELIBIGILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS AND REMAINING FAMILY MEMBERS**

### **19.1 ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy. Residents not in compliance with the criteria are subject to Apartment Lease termination and eviction.

- A. Qualify as a "Family" as defined in Section 13.2 of this ACOP or remaining member of tenant family legally of age to sign contracts;
- B. Are in full compliance with the resident obligations and responsibilities as described in the Apartment Lease.
- C. Whose family members of all ages, each have Social Security numbers;
- D. Who meet HUD standards of citizenship or immigration status;
- E. Who conform with the requirements contained in the Apartment Lease executed between the resident and the Rogersville Housing Authority.
- F. Who are in compliance with the Rogersville Housing Authority's eight (8) hour per month community service requirements.

### **19.2 REMAINING FAMILY MEMBERS AND PRIOR DEBT**

- A. To be considered the remaining member of the family, the person(s) remaining must meet all eligibility requirements.
- B. Remaining family members age eighteen (18) years or older will be held responsible for charges incurred by the former head, co-head, or spouse.
- C. A live-in aide or foster child/adult by definition is not a member of the family and will not be qualified for continued occupancy as a remaining family member.
- D. In order for a minor child(ren) to continue to receive assistance as a remaining member(s), one of the following must occur:
  - 1. The court has awarded emancipated minor status to the minor;
  - 2. The Rogersville Housing Authority has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); or
  - 3. The Rogersville Housing Authority may allow for another adult to be a temporary head of household until such time as legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18.

A re-examination will be conducted and the appropriate size apartment unit may be made at that time.

### **19.3 CHANGES TO FAMILY COMPOSITION**

Changes to the family composition shall be considered and documented at the time such changes occur.

- A. **Additions to the Family Composition:** Requests for additions to the family composition are to be made in writing by the head of household and are restricted to:

1. Spouses, co-heads, or domestic partners, children born to, adopted, or otherwise granted custody by operation of law, including foster children. The Rogersville Housing Authority will require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor in the family composition. Additions of minors may also be permitted for families in which one (1) or more children live with the designee of the parent or legal custodian, with the parent or custodian's written consent. Documentation can include but is not limited to court documents, pre-need guardian, school records, other state and federal public assistance documentation, or power of attorney.

#### B. Removals from the Family:

1. **Applicants:** Any adult family member including the head of household requesting to be removed from the family composition must provide a notarized statement agreeing to the removal. The Rogersville Housing Authority, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

If the adult family member is unable to provide the notarized statement agreeing to removal from the Apartment Lease, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).

2. **Residents:** Any adult family member, including the head of household, requesting to be removed from the family composition, must provide a notarized statement agreeing to the removal, signed by the adult family member and the head of household. The notarized statement must be accompanied by two pieces of supporting documentation showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include but is not limited to a copy of the Apartment Lease agreement and official mail properly dated and showing new address. The Rogersville Housing Authority, at its discretion, may request additional documentation to verify the permanent relocation of the family member requesting removal.

If the adult family member is unable to provide the notarized statement agreeing to removal from the Apartment Lease, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).

## 19.4 DECEASED TENANTS

In order to ensure that the unoccupied public housing units are made available for occupancy in a timely manner, the Rogersville Housing Authority will generate a Deceased Tenant Report at least once each month.

It is the policy of the Rogersville Housing Authority, to allow the family members of the deceased resident (and/or live-in aide) fourteen (14) days to remove the belongings of the deceased. However, in some cases when the rent has been paid in full for the current month, the Rogersville Housing Authority will allow them until the end of the current month to remove the belongings. Once the keys have been returned to the Housing Administrator and a move out inspection has been completed, the tenant will be moved out and reported to HUD as deceased.

**Corrective Action for Single Member Households:** Upon verification that a tenant is deceased, either by a relative or by local obituaries, or by EIV, the Rogersville Housing Authority will conduct a home visit to determine if anyone is residing in the unit. If there are unauthorized persons (including a live-in aide) in the unit of a deceased single member household, the Rogersville Housing Authority will pursue judicial intervention to have them lawfully removed from the unit.

When the head of household (HOH) dies and the remaining household member is a live-in aide, the live-in aide is not entitled or eligible for continued occupancy in a subsidized unit. By definition, the live-in aide

would not be living in the subsidized unit except to provide the necessary supportive services on behalf of the elderly or disabled head of household. The Rogersville Housing Authority will not designate the live-in aide as the new head of household or change the relation code (line item 3h on the Form HUD-50058) of the live-in aide to make him or an eligible household member.

If the head of household (HOH) is deceased, and the remaining head of household members are minors, the Rogersville Housing Authority may allow a temporary adult guardian to reside in the unit until a court-appointed guardian is established. The Rogersville Housing Authority may add the new guardian as the new HOH.

In the event that a household member is misidentified as deceased on the Deceased Tenants Report, the Rogersville Housing Authority will immediately notify the individual in writing and advise the individuals to contact the Social Security Administration so that the SSA may correct its records. The individual may contact SSA at (800) 772-1213, or visit his/her local SSA office for assistance.

#### **19.5 THE EIV'S DECEASED TENANTS REPORT**

The Rogersville Housing Authority shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month to see if the system flags deceased residents. The Rogersville Housing Authority shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

## **20.0 RE-EXAMINATIONS (RECERTIFICATIONS)**

At least annually, the Rogersville Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination will determine: (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **20.1 GENERAL**

The Rogersville Housing Authority will send a notification letter to the family letting them know that it is time for their annual re-examination; the letter includes instructions permitting the family to reschedule the appointment if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Rogersville Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

As part of the annual re-examination, an Apartment Lease will be signed by all responsible members of the family (those over the age of 18). Verification of employment and income, earned and non-earned income, including those from assets shall be obtained, along with appropriate documentation to substantiate the determination of annual income. Data and/or verifications essential to substantiate the determination of family income shall be made a part of the record and placed with all other materials relating to eligibility in tenant file.

### **20.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the appointment, a second letter will be mailed or emailed. The second letter/email will advise a new time and date for the appointment, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled appointment will result in the Rogersville Housing Authority taking eviction actions against the family.

### **20.3 FLAT RENTS**

Each year at the time of the annual re-examination, the family has the option of selecting a flat rent amount or having their rent based on the income amount.

Families who opt for the flat rent may request to have a re-examination and return to the income-based 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 childcare, medical care, etc.
- C. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

The family will be required to sign a certification accepting or declining the flat rent.

### **20.4 INCOME METHOD**

During the appointment, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms for verification of family circumstances.

Upon receipt of verification, the Rogersville 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. 30% of the family's adjusted monthly income;
- B. The welfare rent; or
- C. The minimum rent;

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the flat rent.

## 20.5 ZERO INCOME FAMILIES

Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from people not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families claiming zero income must complete the *Monthly Family Expense and Income Contribution* form listing their monthly expenses and the source of funds to pay for those expenses.

Families claiming income from contribution must provide a notarized *Income from Contribution* form signed by the persons providing the contribution. This statement must also include the name, address and phone number of said person for verification purposes.

The family shall be informed of the results of the rent calculation under both the income method and the flat rent and given their choice of which rent to pay.

## 20.6 INTERIM RE-EXAMINATIONS

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

Families are required to report the following changes to the Rogersville Housing Authority between regular re-examinations. If the family's rent is being determined under the income method, these changes will trigger an interim re-examination. The family shall report these changes within ten (10) calendar days, or no later than the 25<sup>th</sup> of the month, of their occurrence. **When the household requests any change, verifiable proof must be turned in within a timely manner (i.e. the 25<sup>th</sup> of the month). This includes but is not limited to pay stubs, separation notices, child support case numbers, workman's comp., unemployment, child custody orders, etc. Just coming into the office and requesting the change is not enough. Failure to bring in the appropriate documentation can result in the tenant being responsible for back dated rent.**

- A. A member has been added to the family through birth or adoption or court awarded custody. Proof of Custody will be required.
- B. The head of household requests to add another adult to the Apartment Lease agreement.
- C. A household member is leaving or has left the family unit.
- D. Any adult member of the household acquires new employment or changes employment which changes the individual and/or household income. Small wage increases within the same job or annual across the board increase in social security/disability income does not require disclosure for an interim recertification.
- E. If it is found that the tenant has misrepresented the facts upon which the rent is based so that the rent tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. In such case the Rogersville Housing Authority may enter into a Repayment Agreement with tenant.

In order to add a household member other than through birth, adoption or court awarded custody, the family must request that the new member be added to the Apartment Lease. Before adding the new member to

the Apartment Lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, and must verify their citizenship/eligible immigrant status. The new family member will go through the screening process similar to the process for applicants. The Rogersville Housing Authority will determine the eligibility of the individual before adding them to the Apartment Lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the Apartment Lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be the next month following the month of the re-examination.

Families are not required to, but may at any time, request an interim re-examination based on a decrease in income, an increase allowable expenses, or other changes in family circumstances. Upon such requests, the Rogersville Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

## **20.7 SPECIAL RE-EXAMINATIONS**

If a family income is too unstable to project for twelve (12) months, including families that temporarily have reported zero income, or have a temporary decrease in income, the Rogersville Housing Authority may schedule special re-examinations every 90 (ninety) calendar days until the income stabilizes and an annual income can be determined.

## **20.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Any rent increase will be effective the first day of the next month after the tenant receives notice of the new rent amount.

## **20.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT**

If the Rogersville Housing Authority makes a mistake in calculating a tenant's rent contribution and overcharges the tenant, the tenant shall receive a credit for the amount of the mistake going back a maximum of 24 months or when the mistake began if less than 24 months. The credit shall be applied to the tenant account as soon as practical.

Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## ANNUAL REEXAMINATION FOR PUBLIC HOUSING

Important Information about Your Reexamination  
Please read this carefully before completing the reexamination form.

### Americans with Disabilities Act

We need your help to ensure all of our programs, services, and activities are fully accessible to persons with disabilities. If you encounter any type of barrier that prevents you from receiving the benefit of our programs, services, or activities, please let us know.

- The reexamination form must be completed in the handwriting of the head of household. If you do not come in with all of the reexamination form filled out and current award letters, we will cancel your appointment, and your lease will be terminated at the end of the month.
- Persons who are limited in their ability to understand English can seek assistance with the completion of the form at the housing agency office.
- Use the full legal name of each person listed on the reexamination form as it appears on their social security card.
- Please print all answers.
- Answer all the questions on the reexamination form. Do not leave any questions blank. If a question is blank, it means you do not have a telephone, and you do not have a telephone.
- All yes / no questions must be answered "Yes" or "No".
- If there is not enough space to answer a particular question or to provide any additional explanation that you want to make, please feel free to use the last page on the reexamination form.
- The legal head of household and anyone over the 18 years of age (if any) must sign and date the reexamination form.
- Where indicated on this form, the questions apply to all members of the family listed on the reexamination form.
- The information that you provide on this reexamination form must be true and complete. It is a violation of federal and state criminal law to make false statements on a reexamination form for housing assistance. If you do not understand a question, please ask your housing representative.

PLEASE FILL OUT ALL INFORMATION (BLUE OR BLACK INK ONLY):

NAME: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_  
 MAIDEN NAME, NICKNAME OR ALIAS (if applicable) \_\_\_\_\_  
 MARITAL STATUS: ☐ SINGLE ☐ MARRIED ☐ OTHER: \_\_\_\_\_

## FAMILY INFORMATION

## Adults

List all persons age 18 or older who will be living in the home, beginning with the head of household. Each box must be completed for each member. No one except those listed on this form may live in the unit.

	First and last name	Relation to Head	Sex (M/F)	Date of Birth	Soc. Security Number	Disabled (Y/N)	Full-time Student (Y/N)	US Citizen (Y/N)
<b>1</b>								
<b>2</b>								
<b>3</b>								
<b>4</b>								

## Children 17 and Younger

List all children who are living in the home, oldest to youngest.

	First and last name	Relation to Head	Sex (M/F)	Date of Birth	Soc. Security Number	Disabled (Y/N)	Full-time Student (Y/N)	Year Student Graduate s	US Citizen (Y/N)
<b>1</b>									
<b>2</b>									
<b>3</b>									
<b>4</b>									
<b>5</b>									
<b>6</b>									

## FAMILY INCOME INFORMATION

Please list the source and amount of all income expected in the next 12 months for all family members. Include Y U f b ] b [ g U b X V Y b Y Z ] h g Z f c a H 5 B : ž J 5 ž G c W] U G Y W i f ] h m ž G G = ž Support, Food Stamps, etc. *\*Must provide current proof of all income.*

Family Member Name	Income Source (SS / SSI, Employment, 7 \ ] X G i d d c f	Gross Amount	Frequency -Per
			<input type="checkbox"/> Week <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Month <input type="checkbox"/> Year
			<input type="checkbox"/> Week <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Month <input type="checkbox"/> Year
			<input type="checkbox"/> Week <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Month <input type="checkbox"/> Year
			<input type="checkbox"/> Week <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Month <input type="checkbox"/> Year

## HOUSEHOLD ASSETS

Family member	Type of Asset	Current Value	Interest Rate	Name of Bank

Name of Student	Name of School	Full time or Part Time?	List all Financial Aid Received (grants, Etc.)	Anticipated Year of Graduation

Family Member	Type of Expense	Monthly Amount

## OTHER FINANCIAL INFORMATION

1. Did you or any family member file a federal income tax return for the past year?...Yes. ☐ No ☐
- If yes, who? \_\_\_\_\_
2. Do you or any member of the family receive any of the following, or expect to receive any of the following during the next 12 months? If you mark yes and are currently receiving any of the below, you must bring in proof at your recertification.
- K U [ Y g ž ' g U ' U f ] Y g ' h ] d g ž ' h ] d g ž ' Z Y Y g ' Z f c a ' Yes ☐ No ☐ Y f ' f l Z i ' ' ' c f ' d U
  - Compensation for personal services?..... Yes ☐ No ☐
  - Income from the operation of a business or profession?..... Yes ☐ No ☐
  - Interest, dividends or other income from real or personal property?..... Yes ☐ No ☐
  - D U m a Y b h g ' Z f c a ' G c W ] U ' ' G Y W i f ] h m 3 ' Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä Ä Ä " " "
  - Payments from annuities?..... Yes ☐ No ☐
  - D U m a Y b h g ' Z f c a ' ] b g i f U b W Y ' d c ' ] W ] Y g 3 ' Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä Ä Ä Ä Ä "
  - D U m a Y b h g ' Z f c a ' f Y h ] f Y a Y b h ' Z i b X g 3 ' Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä Ä Ä Ä Ä "
  - D U m a Y b h g ' Z f c a ' d Y b g ] c b 3 ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ " "
  - D U m a Y b h g ' Z f c a ' X ] g U V ] ' ] h m ' V Y b Y Z ] h g 3 ' Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä Ä Ä Ä Ä Ä Ä " "
  - Payments from death benefits? Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä " " Ä Ä Ä Ä Yes ☐ No ☐
  - @ i a d ' g i a ' d U m a Y b h g ' Z c f ' h \ Y ' X Y ' U m Y X ' g h U f Yes ☐ No ☐ c X ] W ' d U m a Y b h g 3
  - Unemployment compensation? Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä " " Yes ☐ No ☐
  - 8 ] g U V ] ' ] h m ' W c a d Y b g U h ] c b 3 ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä " "
  - K c f \_ Y f g ' W c a d Y b g U h ] c b 3 ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐
  - G Y j Y f U b W Y ' d U m 3 ' Ä Yes ☐ No ☐
  - K Y ' Z U f Y ' U g g ] g h U b W Y ' d U m a Y b h g ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä Ä " " "
  - : U a ] ' ] Y g ' : ] f g h ' d U m a Y b h g ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐ Ä Ä " "
  - 5 ' ] a c b m ' D U m a Y b h g ' Ä Yes ☐ No ☐ " "
  - Child Support Payments Ä Yes ☐ No ☐
  - 7 c b h f ] V i h ] c b ' ] b W c a Y 3 ' Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐
  - Money from self a d ' c m a Y b h 3 ' Ä Yes ☐ No ☐
  - Regular or special military pay? Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Yes ☐ No ☐
  - : ] b U b W ] U ' ' U g g ] g h U b W Y ' h c ' U h h Y b X ' g W \ c c ' 3 Yes ☐ No ☐ Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä Ä
  - : c c X ' G h U a d g ' Ä Yes ☐ No ☐
  - J Y h Y f U b Ń g ' V Y b Y Z ] h g ' Ä Yes ☐ No ☐

## OTHER INFORMATION

1. Are you currently in the Armed Forces or a Veteran? ..... Yes ☐ No ☐
2. Do you presently own one or more vehicles? If yes, please list: Ä Ä Ä Ä Ä Ä Yes ☐ No ☐
- Year/Make/Model\_\_\_\_\_ License #\_\_\_\_\_
- Year/Make/Model\_\_\_\_\_ License #\_\_\_\_\_
- Year/Make/Model\_\_\_\_\_ License #\_\_\_\_\_
3. Do you currently own a pet? If so, please list: Yes ☐ No ☐
- Type of animal\_\_\_\_\_ Name\_\_\_\_\_ Sex\_\_\_\_\_
- Description of animal\_\_\_\_\_

## Certification of the Participant

I hereby certify that all of the information I have provided on this reexamination form is true and complete. I understand the following:

- I am required to notify the housing authority in writing within 10 days or before the 1<sup>st</sup> of the month if any member of the family moves out of the unit or of any income changes. Also, I cannot permit anyone to move into my unit without prior approval of the housing authority.
- I must notify the housing authority in writing of any changes to the household due to birth, adoption or court-awarded custody
- Any person who attempts to obtain housing assistance or rent reduction by making false statements, by impersonation, by failure to disclose or intentionally concealing information, or any act of assistance to such attempt is a crime under Federal and State law

*WARNING: TITLE 18, SECTION 1001 OF THE UNITED STATES CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AND SHALL BE FINED NOT MORE THAN \$100,000 OR IMPRISONED FOR NOT MORE THAN FIVE YEARS OR BOTH.*

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse or Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other members 18 & over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other members 18 & over

\_\_\_\_\_  
Date

## 21.0 TRANSFER POLICY

The objectives of the Transfer Policy are:

- A. To fully utilize available housing resources while avoiding over or under housed families by ensuring that each family occupies the appropriately sized unit.
- B. To facilitate humane relocation when required for modernization, emergency or other management purposes.
- C. To facilitate relocation of families with complete and permanent inability to continue living in a two-level apartment.
- D. To eliminate vacancy loss and other expenses due to unnecessary transfers.

Failure to complete a transfer within 7 days of the Notice to Transfer will result in a penalty of \$15.00 per day to the resident until the transfer is completed, unless determined by management that the delay is not the fault of the Resident.

### 21.1 GENERAL TRANSFER POLICY

- A. Transfers will be made without regard to race, color, national origin, sex, religion, marital status, familial status, ancestry, disability, sexual orientation, gender identity or source of income.
- B. Transfers will have preference over eligible applicants
- C. Moving costs are the responsibility of the resident except for activities subject to the Uniform Relocation Act or other HUD initiated property improvement programs.
- D. All families transferring will be required to pay any charges for maintenance repairs beyond normal wear and tear and deemed to be the responsibility of the resident.
- E. Under certain circumstances, residents may be transferred to accommodate a disability. (See Reasonable Accommodations Policy)
- F. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship or other undesirable conditions, as determined by the Housing Administrator or Executive Director.
- G. Whenever feasible, transfers will be made within the resident's development or the resident's area if a vacant unit is available.
- H. If a resident previously accepted a handicapped accessible unit but no longer requires the handicapped features and the Housing Authority has an applicant or resident that needs the accessible unit, the current resident must agree to transfer to another unit upon request. All expenses must be borne by the resident.
- I. If a resident refuses a mandatory transfer, a thirty (30) day Apartment Lease termination letter will be sent.

### 21.2 TYPES OF TRANSFERS

The Rogersville Housing Authority may encounter situations in which it is necessary to move residents from one unit to another.

#### A. Authority Initiated Transfers

1. **Emergency Transfers:** These transfers are required when conditions pose an immediate threat to life, health or safety of a family or one of its members. Such situations may involve but are not limited to unit or building defects or law enforcement concerns, including special



circumstances such as domestic violence cases, hate crimes, violence or victimization, and witness protection program.

- Emergency transfers shall take priority over new admissions.
  - Transfers for special circumstances shall be documented (i.e. police reports, support letters from law enforcement, restraining orders etc.) and shall be required for the immediate safety and welfare of the family. A special circumstance transfer shall be given the next available vacancy that is not in the same project.
2. **Occupancy Standards Transfers:** These transfers are necessary to correct under housed or over housed conditions and must be recommended by the Housing Administrator upon annual or interim re-examination, as required by changes in the family composition, in accordance with the HUD's Occupancy Standard Guidelines

These transfers shall take priority over new admissions and are limited to be made when:

- The under housed (overcrowded) condition is such that the household members over age of four (4) equal more than two (2) persons per bedroom.
- The over housed condition is such that the family size includes more than two persons per bedrooms in the unit.

#### B. **Resident Initiated Transfers (REASONABLE ACCOMMODATIONS)**

1. **Reasonable Accommodation:** Under certain circumstances, a resident's transfer request may be granted to accommodate a disability. The Reasonable Accommodations Policies and Procedures, includes the request and verification forms required for this type of transfer.
- All Reasonable Accommodations transfers shall take priority over new admissions.
  - Prior to this type of transfer, every effort shall be made to accommodate the needs of a disabled resident, including but not limited to, making necessary modifications to the existing unit and providing other alternative forms of reasonable accommodation as detailed in the Reasonable Accommodation Policies.

- C. **Resident initiated transfers that are not related to Reasonable Accommodations** are not allowed, except for special circumstances as indicated in Emergency Transfers under the A (1) above.

### 21.3 **PROCESSING TRANSFERS**

A centralized transfer waiting list will be administered by the Property Manager.

A family that opted to reside in a smaller unit size than would normally be assigned under the largest unit size standard will be eligible for a transfer one (1) year after admission, unless they have a change in family size or composition.

Transfers will be made in the following order of priority:

- Emergency Transfers
- Reasonable Accommodation
- Occupancy Standards

Emergency transfers will be housed ahead of any other families, including those on the applicant waiting list. Emergency transfers will be housed ahead of transfers for Reasonable Accommodations.

Occupancy Standards transfers will be housed along with applicants for admission at the discretion of the Rogersville Housing Authority.

A. Transfers to Handicapped Accessibility Units.

1. When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.
2. If there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to a resident with disabilities residing in another development who requires the accessibility features of the unit.
3. If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the unit.
4. If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. The Rogersville Housing Authority will require residents to relocate to a vacant, non-accessible unit within thirty (30) days of notice by the Authority if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit, after the seven (7) calendar days, as well as the new unit for any period of time they have possession of both. The prorated rent and other charges must be paid at the time of Apartment Lease execution.

The following is the policy for the rejection to transfer:

- A. If the transfer is being made at the request of the Rogersville Housing Authority and the family rejects the transfer without good cause, the Rogersville 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 Rogersville 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.
- B. If the transfer is being made at the request of the Rogersville Housing Authority because the current unit is too large to meet the Rogersville Housing Authority's occupancy standards, and the tenant refuses the transfer, the Rogersville Housing Authority will take action to terminate their tenancy.

#### **21.4 RIGHT OF THE ROGERSVILLE HOUSING AUTHORITY IN HOUSE TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers.

TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## **22.0 INSPECTIONS**

Authorized representatives of the Rogersville 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, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Rogersville Housing Authority file and a copy given to the family member. Authorized Rogersville Housing Authority representatives 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. The resident's security deposit can be used to offset against any Rogersville Housing Authority damages to the unit.

### **22.1 MOVE-IN INSPECTIONS**

The Rogersville Housing Authority and an adult member of the family will inspect the unit prior to signing the Apartment Lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### **22.2 ANNUAL INSPECTIONS**

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

### **22.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted periodically throughout the year. 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.

### **22.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Rogersville Housing Authority.

### **22.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual re-examination or at other times as necessary, the Rogersville Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. More frequent inspections may be required of units that evidence housekeeping deficiencies.

### **22.6 NOTICE OF INSPECTION**

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

### **22.7 EMERGENCY INSPECTIONS**

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

## **22.8 PRE-MOVE-OUT INSPECTIONS**

When a tenant gives notice that they intend to move, the Rogersville Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Rogersville 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 Rogersville Housing Authority to ready units more quickly for the future occupants.

## **22.9 MOVE-OUT INSPECTIONS**

The Rogersville Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

If tenant moves out before the entire deposit is paid in full, the portion of the security deposit paid will be forfeited whether there are damages or not.

## **22.10 FAILED INSPECTIONS**

You must ensure that your unit meets the ROGERSVILLE HOUSING AUTHORITY'S housing quality standards. If your unit does not meet our standards at the first inspection, the inspection will count as a failed inspection. A second inspection will then be scheduled in approximately one week. You will receive a letter from the housing authority stating that you failed the annual inspection or were turned in for a housekeeping inspection and a new appointment will be scheduled. If your unit does not meet our standards at the second inspection, your assistance will be terminated for the condition of your unit. A 30-day lease cancellation will be issued.

## **22.11 MAINTENANCE CHARGES**

This section established the procedures for maintenance charges in the Rogersville Housing Authority's developments.

- A. Schedules for Pest Control will be mailed to residents at the beginning of each year, however during the holidays this schedule may change. In the case of change, the Rogersville Housing Authority will mail, email, hand deliver, or announce on the Rogersville Housing Authority's website the revised changes to the resident. Tenants must allow maintenance staff entry for pest control. Refusal to cooperate could result in Apartment Lease cancellation.
- B. Schedules of maintenance charges are posted in the Rogersville Housing Authority office and the Rogersville Housing Authority Website. Copies will be made available to residents upon request.
- C. Residents will be charged for material and services at the price list in effect at the time of repair for intentional damages or damages caused by negligence of the residents.
- D. The Rogersville Housing Authority will notify the resident by mail, email or in person of any maintenance charges for which he/she will be billed, and his/her rights to request a hearing under the grievance.
- E. If the resident requests for a hearing, the charges will not become due until the grievance process has been completed procedures.
- F. Maintenance charges are due with the following month's rent.

### **Move Out Charges:**

- A. Upon the move out inspection, residents will be held responsible for all damages beyond normal wear and tear to the unit and appliances.
- B. Damages beyond normal wear and tear not repaired will be charged to the resident's security deposit and if necessary the resident's account at the time of move-out. The price list in effect at the move-out will be utilized to price labor and materials.
- C. Photographs of the damages will be maintained in the tenant file in accordance to retention schedule.

Time Out: \_\_\_\_\_

Incoming \_\_\_\_\_ Outgoing \_\_\_\_\_ Special \_\_\_\_\_ Annual \_\_\_\_\_ Elderly \_\_\_\_\_ Handicap \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant Number: \_\_\_\_\_ Vision \_\_\_\_\_ Hearing \_\_\_\_\_ Project Number: 43-\_\_\_\_\_  
 Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_

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BATHROOM(S)	BATHROOM #1	BATHROOM #2	
Walls			
Ceiling			
Floor			
GFCI			
Window / Screen			
Light Fixture			
Door / Knob / Lock			
Receptacles / Switches			
Exhaust Fan / Heat			
Medicine Cabinet			
Bathtub / Faucet			
Sink / Faucet			
Toilet / Seat			
Shower Rod			
Caulk			
Fixtures			
Other			
BEDROOM(S)	BEDROOM #1	BEDROOM #2	
Walls			
Ceiling			
Floor			
Closet / Knob			
Window / Screen			
Light Fixture			
Door / Knob / Lock			
Receptacles / Switches			
Other			
	BEDROOM #3	BEDROOM #4	
Walls			
Ceiling			
Floor			
Closet / Knob			
Window / Screen			
Light Fixture			
Door / Knob / Lock			
Receptacles / Switches			
Other			
	BEDROOM #5	OTHER AMMENITIES	
Walls		Baseboard Heater	
Ceiling		Heat Pump	
Floor		Furnace	
Closet / Knob		Air Filter	
Window / Screen		Smoke Detector	
Light Fixture		Hearing Feature	
Door / Knob / Lock		Vision Feature	
Receptacles / Switches		Handrails	
Other		Attic Lock	
OUTSIDE	CONDITION		
Porches / Gutters			
Loose Brick / Siding			
Clothes Line			
Bushes / Weeds			
Satellite			
Storage Unit			
Wheel Chair Ramp			
<input type="checkbox"/> By Checking this box, I acknowledge that I received two (2) keys to my apartment at my move-in appointment.			

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## MAINTENANCE POLICY

The Maintenance Department of the Rogersville Housing Authority is responsible for maintaining the buildings, properties, and equipment of the RHA in the most cost-effective manner possible while maximizing the useful life of Rogersville Housing Authority properties and providing the best service to its residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system. The Maintenance Supervisor directly supervises all aspects of the operation of RHA developments. Where required in this policy we have listed the Maintenance Supervisor as the official responsible party for supervising Maintenance Personnel and will assist in the performance of their duties. The maintenance supervisor plans the work schedule for the workday in accordance to the needs of that particular day.

The proper maintenance of all Rogersville Housing Authority apartments, associated properties and grounds in a satisfactory condition is the major task of the maintenance department. It is understood that this policy cannot contain every item of maintenance required, or answers to all possible questions, but is to be used as a general guideline for the maintenance department.

**The Rogersville Housing Authority lease provides that ALL tenants must allow entry to the units either to management or the Maintenance Staff, with proper notification. Residents, who refuse to cooperate, will be issued a 30-day lease cancellation.**

### COMPONENTS OF A MAINTENANCE SYSTEM

The Rogersville Housing Authority maintenance system shall include certain components:

- a. A system of priorities for work requests;
- b. Comprehensive work procedures;
- c. Performance goals;
- d. A work order system;
- e. A skills training program; and
- f. A long-range planning system.

By developing a maintenance system that has these components in place, the authority will have the tools it needs to perform maintenance work at the Rogersville Housing Authority in an efficient manner.

### PRIORITY SYSTEM FOR WORK REQUESTS/ORDERS

**Rogersville Housing Authority's work order priority is established to increase efficiency in resources and cost when completing maintenance work orders and requests. While all work orders are important to the maintenance department, emergency work orders will have the highest priority of attention.**

Maintenance work shall be performed according to the following priority of work order categories:

- a. Emergency Work Orders
- b. Vacant Unit Turnover Work Orders
- c. Preventive Maintenance Work Orders
- d. Routine or Resident Initiated Work Orders

Placing preventative maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing preventive work first. By doing so, the Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good tenants.



### **A. Emergency Maintenance Work Orders**

Emergencies are the highest priority source of work. The Rogersville Housing Authority will consider a work item to be an emergency if the following occur:

1. The situation constitutes a serious threat to the life, safety or health of residents or staff; or
2. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision. **If employee goes out on a call that isn't an Emergency (listed below), tenant will be charged for a non-emergency call and employee will only be paid for time spent on the call.**

For emergencies that occur after regular working hours, the Rogersville Housing Authority shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day. These are items that if not repaired promptly could cause injury, loss of life, threaten health or cause serious property damage such as:

- a. Gas Odor or suspected Gas Leak (**Contact the Gas Company FIRST - 423-272-8841 OR 423-357-8585 or 911**)
- b. Fires (tenant must leave apartment and call 911 FIRST)
- c. Loss of power or no Electricity (**call Holston Electric at 423-272-8821 or in Rutledge call Appalachian Elect. (865-) 828-5225 FIRST**)
- d. Broken Water lines (pipe burst, etc.)
- e. Exposed electrical lines (call Power Company FIRST - **Holston Electric at 423-272-8821 or in Rutledge call Appalachian Elect. 865-828-5225 FIRST**)
- f. No heat (when temperature is less than 40 degrees Fahrenheit)
- g. Broken door locks
- h. Seriously Damaged or Broken Apartment Door - making it impossible to secure apartment. (if broken or damaged door is caused by tenant family or visitors, tenant will be charged for damages)
- i. Inability to Flush Toilet - due to blockage
- j. Sewage Back-Up
- k. Smoke alarm (beeping)
- l. Lock-Out is an Automatic Charge to Resident
- m. Refrigerator/freezer not cooling
- n. Hot water heater leaking

Residents will be charged \$30.00 for any after-hours calls that are not a genuine emergency. The staff has the authority to refuse to perform any service request that is not an emergency.

**When possible, emergency work will be accomplished during the current work day.**

### **B. Vacant Unit Turnover Work Orders**

It is the policy of the Rogersville Housing Authority to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the availability of housing opportunities for prospective residents, which in turn increases income produced by its properties to assist in operating attractive and safe properties.

The Maintenance Supervisor is responsible for developing and implementing a system that ensures an **average turn-around time of fourteen (14) calendar days**. In order to do so, he or she must have a system that can perform the following tasks:

Forecast unit preparation needs based on prior years' experience.

Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and

Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Maintenance Supervisor has the ability to create special teams for vacancy turnaround or to hire contractors, with director's approval, when it is required to maintain Authority goals.

### **C. Preventative Maintenance**

Preventative maintenance is part of the scheduled maintenance program of the Rogersville Housing Authority. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventative maintenance program focuses on the **major systems** that keep the properties operating. Work orders include activities based on regular, scheduled, and methodical inspection of dwelling units, buildings, equipment, and major systems; regularly scheduled maintenance activities intended to maintain the decent, safe and sanitary nature of the housing authority and to maintain curb appeal of the property. These inspections are designed to maintain the Housing Authority property in good repair and to appreciably extend its useful life by assuring repairs are made prior to deterioration and actual breakdown, thereby minimizing both damage and repair costs.

#### **1. General Operating System**

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for the Rogersville Housing Authority.

The Maintenance Supervisor is responsible for the development of an operating system control program that includes these features:

The systems covered by the preventive maintenance program include but are not limited to:

- a. Catch basins
- b. Emergency lighting
- c. Exhaust fans
- d. Exterior lights
- e. Fire extinguishers and other life safety systems
- f. Heating systems
- g. Mechanical equipment and vehicles
- h. Sanitary drains
- i. Security Cameras

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed. As assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

#### **2. Roof Inspections**

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Maintenance Supervisor is responsible for the development of a roof maintenance plan that includes these features:

- a. Type and age of roof

- b. Warranties and/or guarantees in effect
- c. Company that installed the roof
- d. Expected useful life of roof
- e. History of maintenance and repair
- f. Inspection schedule

The authority maintenance staff will usually undertake only minor roof repairs. Therefore, there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

### **3. Vehicle/Equipment Maintenance**

The Rogersville Housing Authority will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The Maintenance Supervisor is responsible for the development of a Vehicle/Equipment Maintenance program.

The vehicles and equipment to be covered include but are not limited to:

- a. Cars, trucks and vans
- b. Leaf Blowers
- c. Weed cutters
- d. Chain Saws
- e. Hedge Trimmers
- f. Electric Drain Augers
- g. Lawn Mowers
- h. Tractors and equipment

The Maintenance Supervisor is responsible for the development of this plan which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Maintenance Supervisor shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

### **4. Lead-Based Paint**

The Rogersville Housing Authority is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1997. Housing Authorities were required to determine prior to December 6, 1994, whether lead-based paint hazards exist in pre-1978 family developments. Where lead-based paint hazards exist, resident, maintenance workers and /or contractors have been informed of the hazards of lead-based paint and of the precautions to take to avoid lead poisoning. Maintenance workers and/or contractors have been made aware of the proper precautions to take to protect themselves, residents and their belongings, and the surrounding environment from the hazards of lead paint, dust and debris.

HUD and the Environmental Protection Agency (EPA) have developed guidelines for lead paint detection and removal, which are periodically updated as the techniques in this field are continually refined.

All treatment of identified lead-based painted surfaces must be completed in accordance with the Rogersville Housing Authority's Lead-Based Paint Policy and Procedure. (attached to the Rogersville Housing Authority ACOP)

### **5. Life Safety Systems**

The Rogersville Housing Authority shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of emergency. The Maintenance Supervisor is responsible for the development of a schedule that includes the inspection, serving and testing of this equipment. The equipment includes the following:

- a. Fire Alarms
- b. Fire Extinguishers (only in administrative building)
- c. Emergency lighting
- d. Smoke Detectors

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost-effective way to perform the work including the decision to hire a contractor.

## **6. Inspection Program**

The Rogersville Housing Authority's goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities, including the dwelling units, the grounds and building exteriors and major service systems.

### **A. Dwelling Unit Inspections**

The unit inspection system of the Rogersville Housing Authority has two primary goals:

To assure that all dwelling units comply with standards set by HUD and local codes; and To assure that the staff of the Rogersville Housing Authority knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Maintenance Supervisor is responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the resident shall be given at least two (2) days written notice of the inspection.

The management staff along with the maintenance staff shall perform the unit inspection program of the Rogersville Housing Authority on an annual basis. During each inspection, the staff shall perform specific preventative and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the Rogersville Housing Authority inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompany a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of delivery.

### **B. Failed Inspections**

Tenants must ensure that the unit meets the ROGERSVILLE HOUSING AUTHORITY'S housing quality standards. If the unit does not meet RHA standards at the first inspection, the inspection will count as a failed inspection. A second inspection will then be scheduled in approximately one week. RHA will write the tenant a letter stating that they failed the annual inspection and a new appointment will be scheduled. If the unit does not meet RHA standards at the second inspection, tenant assistance will be terminated for the condition of the unit. A 30-day lease cancellation will be issued.

## **7. Building and Ground Inspections**

Regular inspections of the property grounds and building exteriors are required to assist in addressing safety concerns and maintaining the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

- a. Hallways
- b. Stairwells
- c. Common Entries
- d. Basements
- e. Grounds
- f. Porches
- g. Parking Lots
- h. Sidewalks and fences
- i. Lawns and trees
- j. Building foundations

An inspection form will be developed for common areas and building exteriors and grounds. The Maintenance Supervisor is responsible for the inspection and shall note all deficiencies on the form and ensure that these deficiencies are recorded on work orders within twenty-four hours of inspection. The Rogersville Housing Authority will complete all inspection-generated work items within thirty (30) days of the inspection.

Nothing in this policy shall prevent any Rogersville Housing Authority staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the Maintenance Supervisor.

The Maintenance Supervisor is responsible for the performance of these inspections.

## **8. Pest Control/Extermination**

The Rogersville Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. In order to comply with the State of Tennessee regulations, all pest control functions will be performed by licensed contractors. The Authority has ongoing pest control management with a regularly scheduled program in all developments for infestation of cockroaches, mice, bedbugs\*, etc. A combination of tactics is used, including resident cooperation. Low risk bait is the current treatment of choice and chemical pesticides are used only when the bait fails. However, treatment will be changed as new products become available and/or insects become resistant to the current treatment.

Additional treatment between regularly scheduled treatments is provided when necessary. Termite and flea treatment are performed on an as needed basis, however residents with pets will be charged for flea treatments.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in and at annual re-examinations. All resident will be informed in writing at the beginning of the year with the schedule of exact dates of pest control for their development. This schedule will also be provided at move-in and at annual re-examination and will be posted on the office bulletin board. If necessary, these instructions and scheduled shall be bi-lingual to properly notify the resident population.

**The Rogersville Housing Authority Dwelling Lease states that all residents must allow entry for pest control treatment. Residents who refuse to cooperate with our staff and the pest control program will be issued a 30-day lease cancellation.**

(\*See Bedbug Policy for more info)

#### **9. Landscaping and Grounds**

The Rogersville Housing Authority will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

- a. Litter Control
- b. Lawn Care
- c. Maintenance of driveways, sidewalks and parking lots
- d. Drainage
- e. Trees

The Maintenance Supervisor shall be responsible for the development of a routine maintenance schedule that shall include the following:

- a. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
- b. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;
- c. The equipment, materials and supplies required to perform the tasks and a schedule for their procurement.

#### **10. Building Exteriors and Interior Common Areas**

The appearance of the outside of the Authority building as well as their interior common areas is important to their marketability. Therefore, the Rogersville Housing Authority has established a routine maintenance schedule to ensure that they are always maintained in good condition. Exterior painting will be carried out on an as-needed basis which will be determined by the Maintenance Supervisor. The components to be maintained include:

- a. Lobbies
- b. Hallways and stairwells
- c. Public Restrooms
- d. Lighting fixtures
- e. Common rooms and community spaces
- f. Exterior porches and railings
- g. Building Walls
- h. Windows

The Maintenance Supervisor is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

- a. A clearly articulated standard of appearance for the building
- b. A list of tasks required to maintain that standard
- c. The frequency with which the tasks must be performed
- d. A list of materials, equipment and supplies required to perform the tasks.

## **11. Interior Painting**

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the Rogersville Housing Authority will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

- a. Surface preparation
- b. Protection of non-painted surfaces
- c. Color and Finish
- d. Paint Quality
- e. Methods of application approved
- f. Lead paint testing and abatement if required.

**This plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted and the availability of funds, will be a deciding factor when considering repainting the unit.**

### **RESIDENTS ARE NOT ALLOWED TO PAINT THE UNIT THEMSELVES.**

However, at the Maintenance Supervisor discretion a small amount of paint may be provided to the resident for any touch up areas inside the unit.

## **D. Routine or Resident Initiated**

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the Rogersville Housing Authority to complete these work requests within fourteen (14) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the Rogersville Housing Authority believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost- effective manner.

## **CONTRACTING FOR SERVICES**

The Rogersville Housing Authority will contract for maintenance services when it is in the best interest of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the Rogersville Housing Authority Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Maintenance Supervisor will work with the Executive Director to facilitate the contract award. The Maintenance Supervisor will be responsible for the contribution of the Maintenance Department to this process. The most important aspect of the bid documents will be the specifications or state of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

## **DEVELOP PROCEDURES**

The Maintenance Supervisor will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

A statement of purpose;

The job title (s) of the staff member (s) responsible for carrying out the activities in the procedure;

Any forms needed to carry out the activities; and

The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

## **DEVELOP PERFORMANCE STANDARDS AND GOALS**

The Maintenance Supervisor will establish measures that allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards, the Rogersville Housing Authority will take into consideration certain factors:

- a. Local housing codes;
- b. HUD Housing Quality Standards;
- c. Public Housing Assessment System (PHAS) standards;
- d. Rogersville Housing Authority job descriptions. Nothing in the documents listed above will prevent the Rogersville Housing Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

The Rogersville Housing Authority shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, dates to complete, and hours to perform. This information is required for the Authority to plan for delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- a. Preprinted number
- b. Source of request (planned, inspection, resident, etc.)
- c. Priority assigned
- d. Location of work
- e. Date and time received
- f. Date and time assigned
- g. Worker(s) assigned
- h. Description of work requested
- i. Description of work performed
- j. Estimated and actual time to complete
- k. Materials used to complete work
- l. Resident charge
- m. Resident signature (when available)

## **TRAINING**

In order to allow its staff members to perform to the best of their abilities, the Rogersville Housing Authority recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. The Maintenance Supervisor is responsible for developing a training curriculum for the departmental staff and working with management staff to identify the means of delivering the training. All employees will be provided training on an as needed basis and if the budget and time allows.



## **LONG-RANGE PLANNING**

The Rogersville Housing Authority will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of Authority resources and the maximum useful life of the Authority properties.

The Maintenance Supervisor with the Executive Director's assistance will develop a property-specific long-range planning process. By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.



## Schedule of Maintenance Charges

Board Approved 5-8-25

ITEM - SPECIAL CHARGES	CHARGE
Lockout during office hours	\$25.00
Lockout after office hours, weekends, holidays	\$50.00
Extra Apartment Key	\$7.00 per key
Lock change	\$89.00 (includes 2 keys)
Deadbolt change due to abuse	\$135.00
Light fixtures	\$30.00
Storage unit lockout	\$25.00
Smoke alarm damages by tenant	\$50.00
Disabled smoke alarm (required by HUD)	\$50.00
Trash pickup in yard	\$25.00
Parking on RHA lawns and sidewalks	\$25.00
Disposing of household goods/furniture/trash at tenant request	\$25.00 to \$50.00
Unreturned keys at move-out	\$75.00 per unreturned key
Washing vehicles with RHA water (tenant/visitors)	\$25.00/\$50.00
Unauthorized water usage by visitors	\$50.00
Feeding stray animals	\$10.00
Removing graffiti, dirty walls-per room	Not less than \$50.00 per room
Clearing out dwelling unit (left by tenant at move out)	\$50.00 to \$100.00
Move out damages	Actual Costs
Remove trash from roof	\$50.00
Ceiling fan mounting or location change	\$25.00 per ceiling fan
Ceiling fan bracing (if needed)	\$50.00 per ceiling fan
Commode seat replacement (damaged or broken by tenant)	\$15.00
Commode unstopped (clogged by tenant abuse)	\$35.00
Commode replacement (damaged or broken by tenant abuse)	Actual Costs
Clogged drains (kitchen or bath) caused by tenant abuse	\$35.00
Broken sinks or showers	Actual Costs
Kitchen and bath faucet damage caused by tenant (requiring faucet replacement)	Actual Costs
Damages to appliances caused by tenant	Actual Costs
Cabinet door damages caused by tenant	Actual Costs
Floor tile damages caused by tenant	\$5.00 per square
Repairs to drywall for damages caused by tenant (per room)	Actual Cost-not less than \$25 per room
Exterior repair of damages caused by tenant	Actual Costs
Replacement of screens damaged by tenant (1 replacement per year only per screen)	\$25.00
Window glass replacement (damaged by tenant)	Actual Costs + Labor
Cleaning out flower beds neglected by tenant	\$25.00
Replacement of non-standard dryer plug	\$75.00
Flea infestation	\$200.00
After hours calls that are not a genuine emergency	\$30.00
Unreported water leaks that result in high monthly water bills	\$25.00 per occurrence
Any damages not listed caused by tenant, tenant family or tenant guests; This also includes anything found by RHA staff that hasn't been reported	Actual Costs
Service call for cable/satellite/fiber hookup after initial request (1per year) out	\$25.00 per occurrence
Unreturned storage unit key at move-out	\$10.00
Removal of tires from RHA property	\$15.00 per tire
Parking Permits (allowed 2 per year before fee charged)	\$5.00 per parking permit
Copies for residents (RHA may deny copies based on subject matter and copy equipment.)	\$0.10 per copy



## BEDBUG POLICY

The purpose of this policy is to set forth the rules and responsibilities of the Rogersville Housing Authority and the tenant in minimizing the potential for bedbugs. This policy will also provide guidance in cases where bedbugs are present in order to eliminate them as quickly as possible.

Bedbugs are difficult to contain without the proper treatment. Therefore, it is imperative that the Rogersville Housing Authority, the tenant (s) and the Pest Control Company work simultaneously toward a common goal, extermination and elimination. Left untreated bedbugs can spread throughout the residence affecting current and future tenants.

### Rogersville Housing Authority's Roles and Responsibilities

Upon notification from the tenant the Rogersville Housing Authority will perform an initial inspection of the tenant's residence within three working days. If it is determined that bedbugs are present the Rogersville Housing Authority will provide the tenant with the "Tenant Roles and Responsibilities" document. This document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, the Rogersville Housing Authority will secure the tenant(s) signature indicating understanding of the document.

Upon successful completion by the tenant of the Roles and Responsibilities, the Pest Control Company along with a Rogersville Housing Authority Maintenance employee will professionally treat the residence and perform a follow-up inspection to ensure that the treatment was successful. The process will consist of four (4) treatments performed by the Pest Control Company along with a Rogersville Housing Authority Maintenance employee. Each treatment will be performed once a week for a total of four (4) treatments which will consist of four (4) weeks provided the tenant has followed the Tenant Roles and Responsibilities. The inspection of the dwelling will be after the fourth treatment has been successfully completed by the Pest Control Company and a Rogersville Housing Authority Maintenance employee. In cases where the tenant has not performed the Roles and Responsibilities, treatment will be more than the anticipated four (4) weeks.

HUD regulations require tenant cooperation in order to successfully eliminate the presence of bedbugs. Therefore, it is the tenant's responsibility to call in a work order as soon as the presence of bedbugs is suspected. This will allow Rogersville Housing Authority to address the potential infestation at its onset and before it affects other tenants. In addition, **the tenant must be on site when the initial inspection is conducted.** If it is determined by the Pest Control Company and the Rogersville Housing Authority that bedbugs are present, the tenant must complete all items listed as "Tenant Roles and Responsibilities" prior to treatment and as soon as possible. This will help to minimize the severity of bedbug presence and resolve the problem quickly.

### Failure to Comply

### **Treatment for bedbugs is NOT optional.**

If treatment is scheduled and the exterminator determines that the tenant has not performed the above stated responsibilities the following may result:

1. Treatment will be cancelled by the exterminator.
2. Tenant will be held financially responsible for all costs due to bedbug infestation.
3. When pest control and Rogersville Housing Authority maintenance staff have determined that a tenant has bed bugs, the tenant will have **up to two weeks including weekends and holidays** to prepare the apartment for treatment and contact RHA maintenance department to come out and inspect to see if the tenant is ready for treatments. Preparation will be based on guidance from pest control and maintenance staff. If the tenant has followed the guidelines given for preparation, RHA maintenance will schedule treatments with the pest control company. **After two weeks, if the apartment is not ready to be treated, the tenant may be charged \$100.**

4. Since consistency in treatments is needed to assist with exterminating bedbugs, Rogersville Housing Authority will require tenants to receive the four (4) bed bug treatments from pest control within five (5) weeks of the first treatment. RHA maintenance staff and the contracted pest control company work together to schedule these special treatments. If the pest control company cannot gain access the apartment, the pest control company and RHA maintenance department have given up valuable time that could have been directed elsewhere. **If treatments have started and the tenant does not let pest control come in to treat the apartment more than one time during the five (5) week period, the tenant will be charged \$100.**
5. Tenant lease may be terminated.

### **Failure to Report**

- Rogersville Housing Authority expects all tenants to respect their living space and the living spaces of their neighbors. In doing so, the tenant has a responsibility to report any possible sightings of bedbugs in their apartment.
- When a tenant reports a possible sighting of bedbugs, Rogersville Housing Authority will send a maintenance staff member and/or accompany pest control to do a check of the apartment. Early intervention will assist in the treatment of the tenant's apartment and reduce the spread of bed bugs to other apartments in the development.
- If a tenant has an infestation of bedbugs and does not report the infestation to the Rogersville Housing Authority, the tenant may be charged for the cost of the treatment to their apartment as well as the treatment of the neighboring apartments.
- If a tenant allows visitors into their apartment when they have a bedbug issue, the tenant may be responsible for the treatment of apartments in other areas of the housing development.
- If the bedbug infestation is an extreme case from failure to report, the tenant may incur the charge for treatment and may have their lease terminated.

### **Bedbug Policy Attachments**

- Rogersville Housing Authority Tenant Roles and Responsibilities and Acknowledgement Page.



## Tenant Roles and Responsibilities

It has been determined, based on the inspection of your residence conducted by the Pest Control Company and a Rogersville Housing Maintenance employee that bedbugs are present and professional treatment is required. Bedbugs are a problem that can only be solved when all parties, you the tenant, the Rogersville Housing Authority and the Pest Control Company work together toward a common goal, extermination and elimination. HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bedbugs. Without proper treatment, bedbugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a tenant relocates and the proper treatment has not taken place, the bed bugs will move with the tenant as bedbugs can be carried in furniture, bedding, clothing, etc. The Rogersville Housing Authority will not be responsible for the reimbursement and/or replacement of any tenant furniture, clothing, household items and medical expenses. The following list outlines the roles and responsibilities of the tenant in the treatment of bedbugs:

- Remove all sheets, blankets, mattress covers, pillowcases, etc. from all beds and wash in hot water (120+ degrees is recommended). Dry in a clothes dryer on the highest heat setting for at least 30 minutes. Fold and place them in plastic garbage bags and seal the plastic bags tightly. **DO NOT** put them back on the bed until the evening after the treatment. This process should be completed before each treatment.
- Remove everything from bedrooms and hall closets and place in tightly sealed garbage bags. Closets, dresser drawers, and nightstand drawers must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors and place in tightly sealed plastic garbage bags. These items need to remain sealed until after the final treatment and inspection is completed.
- Furniture needs to be slid 3 foot away from the baseboards.
- Wash all clothing, towels, and other linens in hot water (120° is recommended) and place in the dryer on the highest heat setting for at least 30 minutes. Place clean items in airtight plastic storage bins or plastic garbage bags that are sealed tightly and store them until the final treatment is completed.
- Discard all cardboard boxes, cardboard hangers, etc.
- Remove all pictures from walls and place in tightly sealed plastic containers or plastic bags. Pictures need to remain in sealed containers or plastic bags until final treatment is completed.
- Bedbug mattress and box spring encasements (covers) are recommended on all beds. RHA will discuss mattress and box springs encasements (covers) with you. Failure to purchase recommended mattress and box spring encasements (covers) could result in ineffective treatment. However, mattress and box spring encasements (covers) must be approved by the Rogersville Housing Authority. The bedbug mattress and box spring encasements (covers) are an effective bedbug killer when combined with treatment and must remain on the beds for at least one year after treatment is completed. If the mattress or box spring encasements (covers) becomes torn or damaged it must be replaced.
- Discarded mattresses, box springs, furniture, etc., must not be placed in dumpsters on the Rogersville Housing Authority property.
- **We request that you be present for each treatment, however, you will need to leave after the treatment is completed for four (4) hours. All house hold members and pets will need to leave for the four (4) hours after treatment.**

### **Rogersville Housing Authority and Pest Control Company Treatment Procedure**

Once you have completed the Tenant Roles and Responsibilities the Pest Control Company along with a Rogersville Housing Authority Maintenance employee will begin the treatment to eliminate the bedbugs in your apartment. **We request that you be present for each treatment, however, you will need to leave after the treatment is completed for four (4) hours.**

- The process of eliminating bedbugs will consist of four (4) treatments performed by the Pest Control Company along with a Rogersville Housing Authority Maintenance employee. Each treatment will be performed once a week for a total of four (4) treatments which will consist of four (4) weeks provided the tenant has followed the Tenant Roles and Responsibilities. The inspection of the dwelling will be after the fourth treatment has been successfully completed by the Pest Control Company and a Rogersville Housing Authority Maintenance employee. In cases where the tenant has not performed the Roles and Responsibilities, treatment will be more than the anticipated four (4) weeks. The Pest Control Company along with the Rogersville Housing Authority will notify you when the next treatment will be performed.

Please call the Maintenance department if you have any questions or concerns.

### **Failure to Comply      **Treatment for bedbugs is NOT optional.****

If treatment is scheduled and the exterminator determines that the tenant has not performed the above stated responsibilities the following may result:

- Treatment will be cancelled by the exterminator.
- Tenant will be held financially responsible for all costs due to bedbug infestation.
- When pest control and Rogersville Housing Authority maintenance staff have determined that a tenant has bed bugs, the tenant will have **up to two weeks including weekends and holidays** to prepare the apartment for treatment and contact RHA maintenance department to come out and inspect to see if the tenant is ready for treatments. Preparation will be based on guidance from pest control and maintenance staff. If the tenant has followed the guidelines given for preparation, RHA maintenance will schedule treatments with the pest control company. **After two weeks, if the apartment is not ready to be treated, the tenant may be charged \$100.**
- Since consistency in treatments is needed to assist with exterminating bedbugs, Rogersville Housing Authority will require tenants to receive the four (4) bed bug treatments from pest control within five (5) weeks of the first treatment. RHA maintenance staff and the contracted pest control company work together to schedule these special treatments. If the pest control company cannot gain access the apartment, the pest control company and RHA maintenance department have given up valuable time that could have been directed elsewhere. **If treatments have started and the tenant does not let pest control come in to treat the apartment more than one time during the five (5) week period, the tenant will be charged \$100.**
- Tenant lease may be terminated.

### **Failure to Report**

- Rogersville Housing Authority expects all tenants to respect their living space and the living spaces of their neighbors. In doing so, the tenant has a responsibility to report any possible sightings of bedbugs in their apartment.
- When a tenant reports a possible sighting of bedbugs, Rogersville Housing Authority will send a maintenance staff member and/or accompany pest control to do a check of the apartment. Early intervention will assist in the treatment of the tenant's apartment and reduce the spread of bed bugs to other apartments in the development.
- If a tenant has an infestation of bedbugs and does not report the infestation to the Rogersville Housing Authority, the tenant may be charged for the cost of the treatment to their apartment as well as the treatment of the neighboring apartments.
- If a tenant allows visitors into their apartment when they have a bedbug issue, the tenant may be responsible for the treatment of apartments in other areas of the housing development.
- If the bedbug infestation is an extreme case from failure to report, the tenant may incur the charge for treatment and may have their lease terminated.

**Prevention Tips**

- Wash all bedding regularly in hot water the water should be at least 120°.
- Use bedbug encasements (covers) on all mattresses and box springs.
- Check your own bed for bedbugs from time to time; catching them early will make bedbug treatment easier if bedbugs do occur.
- Vacuum floors regularly; use the brush tool of your vacuum to vacuum your mattress; use a crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- When purchasing secondhand clothing place all garments in a sealed bag until they can be washed and placed in dryer on high heat for 30 minutes.
- If you purchased used furniture, examine it for bedbugs. Pay special attention to used mattresses and bed frames.
- When traveling, check your room for signs of bedbug such as bloodstains on the pillows or linens. Inspect mattress seams; look behind headboards and pictures. If you suspect you may have brought bedbugs, place infested items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that may have hitched a ride.

Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

Dear Tenant:

As you may have heard in the news, bedbug infestations are becoming pandemic in the United States. They are one of the most troublesome pests ever, mostly because they can survive for over a year without a blood meal and eliminating them is lengthy and very expensive.

Fortunately for the Rogersville Housing Authority and its residents, we have not had many cases of bedbugs. Those that we have had have been reported by the tenants as soon as they become aware of them.

We would like to educate our tenants on how to prevent bedbugs by showing a video here at the office for those of you that are interested. **If you watch the video we will provide you at no charge with one (1) Mattress Cover (any size)** recommended by the Pest Control Company to eliminate bedbugs, provided it is used properly.

**Once you are provided a free mattress cover, it must be placed on your box springs or if you do not have box springs, the cover must be placed on the mattress. If you acquire bedbugs after you received the mattress cover because you did not place it on your mattress, you could be charged for the treatment to the pest control company.**

In addition to the free mattress cover we do have Bedbug mattress covers available for you to purchase at the cost that we pay for them. We will add this charge to your account to be paid with the next two month's rent. Please remember that it must be paid by the 10<sup>th</sup> of the month so that you do not get a late charge added to your account.

Also, periodically during your monthly pest control a precautionary bedbug check may be performed. This will involve visual inspection of your beds.

**Please complete the form below if you are interested and return it to the office. We will notify you of the time when you can watch the video and receive your free mattress cover.**

Maintenance Department

---

**Yes I am interested in watching the video on Bed Bug Prevention please call the receptionist.**

Name \_\_\_\_\_ Email \_\_\_\_\_

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



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.





### Attachment to Bedbug Policy

I \_\_\_\_\_ residing at \_\_\_\_\_  
certify that I have read and understand the Rogersville Housing Authority “Tenant Roles and Responsibilities” concerning the Bedbug Policy, as stated above and agree to perform them in order to successfully eliminate the presence of bedbugs in my apartment. I understand that everyone, including myself, and any pets will need to be out of my apartment for four (4) hours after each treatment and that the treatments will be over at least the next four (4) weeks. I also understand that if I refuse treatments or do not prepare for treatments as requested, I may be subject to eviction, reimbursement of treatment costs, and/or additional charges.

\_\_\_\_\_  
Adult Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Adult Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maintenance Employee Signature

\_\_\_\_\_  
Date

Rogersville Housing Authority will have approved mattress covers available for tenants to purchase. Tenants can call the Housing Authority Office to receive additional information about the mattress covers.

**(Maintenance Department: Please return signed form to the Housing Administrator)**



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## INSTALLATION OF SATELLITE, CABLE and FIBER COMMUNICATIONS POLICY

It is the intent of the Rogersville Housing Authority to comply with the Federal Communications Commission to provide installation of small satellite dishes, cable and fiber in multifamily housing communities. Further, the housing authority desires to establish guidelines for the installation of satellite, cable and fiber wiring. The following rules and installation guidelines shall be established and enforced.

- A. Dish/Cable/Fiber installation shall be completed by the providers installer for cable, satellite and fiber. Installer shall carry the required insurance and provide the Rogersville Housing Authority with the current certificate of insurance before any work for installation begins. **Tenant shall not install satellite dishes themselves.**
- B. Rogersville Housing Authority must approve the location and installation procedure. This permission shall be in writing to comply with the lease agreement and this policy.
- C. The Tenant accepts responsibility for any liability for injury to persons or property caused by the installation.
- D. The tenant agrees to indemnify and hold the owner and management harmless from any and all liability from, in relation to, or associated with the satellite, cable or fiber installation and related equipment.
- E. **It is the responsibility of the tenant to obtain the proper approval of at least two weeks in advance and during regular business hours of 8:30 a.m. to 3 p.m. for Rogersville and no sooner than 9:00 A.M. and no later than 2:30 P.M. for Church and Rutledge (no weekend or holidays) .**
- F. No outdoor TV antennas are allowed.
- G. No wall mounted flat screen televisions or monitors.
- H. A Rogersville Housing Authority maintenance employee will meet with the installer only after the instructions and requirements of this policy are met to approve the satellite/cable/fiber installation. The tenant must coordinate with the administrative/maintenance department and set a date and time for the appointment of at least two weeks prior to installation. **DO NOT CALL WHEN THE INSTALLER IS ALREADY THERE IF YOU HAVE NOT SCHEDULE THIS WITH THE Rogersville Housing Authority.** If the installer fails to follow the guidelines as outlined and is not corrected, **the tenant agrees to have the satellite, cable or fiber and equipment removed.**

**\*\*\*Please note that the Rogersville Housing Authority will not approve any satellite, cable or fiber installation of any kind to your apartment more than one time per year.**

**\* More than one service call per year will result in a Maintenance charge of \$25.00.**

### **SATELLITE/CABLE or FIBER (attachment to policy)**

The following instructions and specifications shall be used as outlined for the installation of all satellite/cable/fiber placement and made part of the satellite/cable/fiber installation policy agreement between the tenant and the Rogersville Housing Authority.

- A. Satellite, cable and fiber and all related equipment **shall** be installed in accordance with the manufacturer safety and instruction guidelines.
- B. **Only one satellite dish shall be allowed** per household. Satellite dish may not exceed 1 meter in diameter (3 foot 3 inches) measured across at the widest circumference of the dish
- C. Satellite dish **shall not** be installed in ways that would enable it to fall, dish must be mounted with manufacturers recommended brackets and hardware.
- D. Dish is to be mounted on a pole supplied from dish provider or **mounted to clothesline post (RECOMMENDED BY RHA)** if allowed by dish provider. The dish should be **set as close to the structure as possible and not out in the yard.**
- E. Approved cable/fiber routing is allowed only by routing cable/fiber inside walls, crawl spaces or attics to industry standard cable/fiber plates mounted on the wall. Cables/fiber may be routed thru windows with the use of a flat window coax cable. This cable shall not damage the window and still allow the window to shut and also lock. The additional cost, if any, will be at the expense of the tenant.
- F. **Under no circumstances shall the installer or tenant bore holes through the brick or vinyl veneer, route service wiring along outside or inside walls or along ground. Installer must not make any penetrations through roof for dish mounting or wiring.** All installation shall comply with the procedures as listed above. **Any installation found to be out of compliance shall be removed by the management and any cost for removal and damage to the dwelling unit shall be the responsibility of the tenant.**
- G. If cable or wire is found running on top of ground, it will be removed immediately by the maintenance department at a maintenance charge to the tenant.
- H. **Satellite dishes cannot be installed on roofs or siding.**
- I. No wall mounted flat screen televisions or monitors.
- J. No outdoor TV antennas are allowed

The intent of this policy is to set reasonable rules for installation and insure that satellite, cable and fiber wiring do not create a safety risk or damage property.

**Tenants must contact the main office on all requests for the installation of satellite, cable or fiber service. The installer will be required to contact the maintenance department to access attic or crawlspace.**



The undersigned agrees that they have read and agree to the Rogersville Housing Authority's "POLICY ON INSTALLATION OF SATELLITE , CABLE U b X ' : = 6 9 F ' 7 C A A I B and that I will B G I contact the RHA main office at 423-272-8540 before any installation is performed.

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

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

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

Address: \_\_\_\_\_

RHA Management \_\_\_\_\_ Date: \_\_\_\_\_



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.



## STORAGE UNIT POLICY

The Rogersville Housing Authority has provided some developments with storage units at no cost to the tenant. These storage pods are in various locations of the development depending on where the apartment is located. Storage units are strictly for the tenant's use and are not to be used for living quarters, subletting, or for any other purpose other than to store personal items.

These storage units **MUST** be locked at all times. Failure to keep the storage unit locked will result in a maintenance charge of \$25.00 to relock the unit.

Units must be made available to the Rogersville Housing Authority for annual inspections or for any other reason deemed necessary.

Tenants are not required to use the storage units; however, the Rogersville Housing Authority will secure them with a lock at all times. Beginning January 2021, one key to the storage unit will be given to new tenants at their move in appointment (if applicable).

### **Tenant Rules and Responsibilities**

- Do not sublease the storage unit.
- Do not store recreational vehicles such as motor bike, go carts, 4-wheelers, etc.
- Do not store any flammable or hazardous materials (including gasoline or kerosene) in unit.
- Do not allow anyone to use the storage unit in any way such as storage of personal items, living quarters or any other reason.
- **Storage unit must remain locked at all times.**
- Storage unit must be made available when requested by the RHA staff for inspections or for any reason deemed necessary.
- Tenant shall give up their rights to the unit and if any items are left, they become the property of the RHA.
- There shall be no "swapping" of storage units. Tenants must use the storage unit assigned to their apartment.
- Upon move-out, if the RHA storage unit key is not returned, a \$10.00 fee will be charged to the tenant's account.

### **Failure to comply:**

Any violation of this policy is a violation of the lease agreement with the Rogersville Housing Authority and may result in a 30-day lease cancellation.

**NO INDIVIDUAL STORAGE BUILDINGS ARE ALLOWED TO BE PLACED ON THE ROGERSVILLE HOUSING AUTHORITY PROPERTY.**

## **24.0 UTILITY ALLOWANCE**

For Rogersville Housing Authority paid utilities, the Rogersville Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Rogersville Housing Authority will be billed to the tenant monthly.

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 allowance, the Rogersville Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual re-examination.

Families with high utility costs are encouraged to contact the Rogersville 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.

Families will be billed for any excess utilities they incur every month which are due with the next month's rent.



## 25.0 PET POLICY AND LEASE AGREEMENT

This policy applies only to the ownership of pets in public housing as allowed under 24 CFR, Part 960, Subpart G, Pet Ownership in Public Housing. Animals defined as “assistance animals”, “service animals”, “support animals”, “therapy animals” or other animals that assist, support, or provide service to persons with disabilities are specifically included in this policy.

### 25.1 PET PERMITS

Residents of the Rogersville Housing Authority may own and keep up to one (1) common household pet. However, prior to housing any pet on the premises, the Resident must sign a Pet Lease with the Rogersville Housing Authority. Prior to execution of the Pet Lease, the following documentation must be submitted:

- A. Evidence that the pet has received current rabies and distemper inoculations or booster, as applicable.
- B. Evidence that the pet has been spayed or neutered, as applicable.
- C. A current license issued by the appropriate authority, if applicable.
- D. Resident must bring the pet to the Rogersville Housing Authority Main Office at the time of execution of the Pet Lease so a photographed identification of the pet can be obtained by the Rogersville Housing Authority.

### 25.2 REGULATIONS/RULES

All residents keeping permitted pets on the premises shall comply with the following rules:

- A. Permitted pets are domesticated dogs, cats, birds in cages and fish in aquariums. The adult size of the dog may not exceed 18 inches and 50 pounds when full grown. The adult size of the cat may not exceed 10 inches tall and 20 pounds when full grown.
- B. Dogs and cats must be licensed yearly with the local government and Residents must show proof of annual rabies and distemper booster inoculations, if applicable. Evidence of inoculations can be provided by a statement/bill from the veterinarian or staff of the local Animal Control. Proof of current inoculation records must be furnished annually at re-certification.
- C. **PROHIBITED ANIMALS:** ANIMALS THAT ARE CONSIDERED VICIOUS, INTIMIDATING, AND/OR ANY ANIMAL THAT DISPLAYS VICIOUS BEHAVIOUR WILL NOT BE ALLOWED. SOME EXAMPLES OF ANIMALS THAT HAVE A REPUTATION OF A VICIOUS NATURE ARE: ROTTWEILER, DOBERMAN PINSCHER, PIT BULL DOG, CHOWS OR BREEDS NOT PERMITTED UNDE STATE OR LOCAL LAW CODE. OTHER PROHIBITED PETS: REPTILES, SUCH AS SNAKES, LIZARDS, IGUANAS, CHAMELEONS, AND ALLIGATORS. FARM ANIMALS, SUCH AS CHICKENS, PIGS, COWS, MULES, HORSES, ETC. WILD ANIMALS, SUCH AS LIONS, LEOPARDS, BEARS, TIGERS, WOLVES / WOLF-HYBRID. RODENTS, SUCH AS RABBITS, HAMSTERS, GUINEA PIGS, AND GERBILS. LARGE BIRDS, TARANTULA SPIDERS, FERRETS, OR OTHER ANIMALS WHOSE NATURAL PROTECTIVE MECHANISMS POSE A RISK TO SMALL CHILDREN OF SERIOUS BITES. THIS DETERMINATION WILL BE MADE BY A ROGERSVILLE HOUSING AUTHORITY REPRESENTATIVE PRIOR TO THE EXECUTION OF THE PET LEASE.
- D. All dogs and cats must be spayed or neutered, as applicable. Evidence of neutering/spaying can be provided by a statement/bill from the veterinarian or staff of the local Animal Control.

- E. All pets shall remain inside the Resident's unit. No animal shall be permitted to be loose or unattended in yards or any common areas. No pet is to be staked or tied to the buildings, trees or anywhere on the grounds.
- F. All authorized pets must be under the control of an adult. When taken outside the unit, dogs and cats must be kept on a leash, and kept within the yard area assigned to the Resident. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, on Rogersville Housing Authority property will be impounded and taken to the local Animal Control. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Also, if a member of the Rogersville Housing Authority staff has to take the pet to the local Animal Control, the Resident will be charged \$50.00 to cover the expense of taking the pet to the local Animal Control.
- G. The Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Litter Boxes must be cleaned and changed on a regular basis.
- H. All pets must receive medical care necessary to maintain good health.
- I. Birds must be confined to a cage at all times and the Resident is limited to one (1) cage with a maximum of two (2) birds per cage. **No deposit is required for two (2) small birds in one cage.**
- J. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy, the Pet Lease and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
- K. If the pet is fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one (1) container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner. **For aquariums over twenty (20) gallons a \$300 pet deposit will be required.**
- L. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other Residents. The term "disturb, interfere and diminish" shall include, but not be limited to: barking, howling, chirping, biting, scratching and other like activities. The Rogersville Housing Authority will terminate this authorization if a pet disturbs other Residents. The Resident will be given one week to make other arrangements for the care of the pet.
- M. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a plastic sack and then placed in a container outside the building. If the Rogersville Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged \$25.00 for the removal of the waste. Residents are responsible for properly disposing of dog and cat waste in a container outside the building.
- N. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- O. If pets are left unattended for a period of 24 hours or more, the Rogersville Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Tennessee State Law and pertinent local ordinances. The Rogersville Housing Authority accepts no responsibility for the animal under such circumstances. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident.
- P. Residents shall not alter their unit, balcony or yard in any manner in order to create an enclosure for any pet.



- Q. Residents are responsible for all damages caused by their pets, including the cost of cleaning and replacing carpet and/or fumigation of the unit or units.
- R. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Rogersville Housing Authority.
- S. All Residents are responsible for any damage caused by their pets. It is highly recommended that pet owners purchase liability insurance that would protect the owner in the event that their pet bit, scratched or in any way harmed anyone.
- T. Should any pet housed give birth to a litter, the Resident shall move from the premises all of said pets except one.
- U. Residents must identify an alternate custodian for pets in the event of Resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Rogersville Housing Authority issuing a Pet Lease.
- V. If the animal should become destructive, create a nuisance; represent a threat to the safety and security of other Residents, or create a problem in the area of cleanliness and sanitation, the Rogersville Housing Authority will notify the Resident, in writing, that the animal must be removed from the Public Housing Development. The written notice will contain the date by which the pet must be removed and this date must be complied with by the Head of Household. This date will be immediate if the pet may be a danger or threat to the safety and security of other Residents. The Resident may request a hearing, which will be handled according to the Rogersville Housing Authority's established Grievance Procedure. Provided, however, the pet must be immediately removed from the unit upon notice during the hearing process if the cause is because of safety and security.
- W. In the event of the death of a pet the Resident must properly dispose of the remains in accordance with the local public health regulations, and under no circumstances on the property of the Rogersville Housing Authority.
- X. Residents must restrain pets, as required, when Rogersville Housing Authority maintenance workers enter their apartment to perform work orders, during inspections, and when any contractor of the Rogersville Housing Authority requires entry into their apartment. The Resident shall either be at home or shall have all animals restrained or caged. The Rogersville Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
- Y. Residents are responsible for ensuring that their pet does not cause an infestation of insects such as fleas and ticks. Where this occurs, the resident is responsible for contracting the services of professional Pest Control Company to eradicate the infestation.
- Z. Pets that are not owned by a tenant are not allowed on the premises; there is no such thing as "pet setting". If a pet(s) is discovered in the apartment without a pet permit, a 30-day lease termination will be sent.
- AA. **If there have been three (3) violations of the Assistance Animal Policy or a single serious violation, the housing authority may inform the tenant that procedures will be initiated to revoke the Assistance Animal Agreement. Failure to comply with the Assistance Animal Policy may result in termination of the Residential Lease Agreement. The Housing Authority will first attempt resolution of the problem before termination proceedings are initiated.**

### 25.3 DEPOSIT

A pet deposit of \$300.00 will be required for all authorized pets upon execution of a Pet Lease. The Resident is required to pay an initial deposit of \$150.00 with the balance to be paid in three (3), fifty (\$50) dollar per month payments. This deposit will be used to cover the reasonable operating costs to the project related to the presence of a pet. The pet deposit may also be used by the Rogersville Housing

Authority at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary by the Resident's occupancy of the premises.

**NO PET SHALL BE ALLOWED IN THE UNIT PRIOR TO THE COMPLETION OF THE TERMS OF THIS PET POLICY. IT SHALL BE A SERIOUS VIOLATION OF THE LEASE FOR ANY RESIDENT TO HAVE A PET WITHOUT PROPER APPROVAL AND WITHOUT HAVING COMPLIED WITH THE TERMS OF THIS POLICY. SUCH VIOLATION SHALL BE CONSIDERED TO BE A VIOLATION OF THE LEASE.**

The Pet Deposit is paid in addition to the required Security Deposit, and this amount must remain a deposit as long as the Resident remains a Resident. NO REFUND OF THE PET DEPOSIT WILL BE GIVEN BY THE Rogersville Housing Authority UNTIL THE RESIDENT'S TERMINATION OF THE LEASE.

\*IF tenant moves out before the entire Pet Deposit is paid in full (\$300), tenant will forfeit the amount that has already been paid and they will not receive any of the pet deposit back.

#### **25.4 Violation of Nonapproved Pet/Animal in Apartment(s) and/or on RHA Property**

- All pets/animals must be approved by Rogersville Housing Authority (RHA).
- All residents must complete a pet application/lease process prior to any pet/animal coming into an apartment including current health records from pet/animal's veterinarian.
- No visitors or tenants shall bring an unapproved pet/animal into any apartment or any RHA property.
- Any apartment that has an unapproved pet/animal in their apartment will receive a warning letter which may be accompanied with a **\$100 charge**.
- Tenants that violate the pet policy may receive a **30-day eviction notice**.



## ROGERSVILLE HOUSING AUTHORITY

### PET LEASE

**PERMIT #** \_\_\_\_\_

Resident's Name \_\_\_\_\_ Project / Unit No. \_\_\_\_\_

Resident's Address \_\_\_\_\_

Type of \_\_\_\_\_ Breed of Animal \_\_\_\_\_

Color / Markings \_\_\_\_\_

Name of Animal: \_\_\_\_\_

Male ( ) or Female ( )

Date of Last Rabies Vaccination \_\_\_\_\_ Distemper \_\_\_\_\_

Name and phone number of person responsible for your pet in case of an emergency:

\_\_\_\_\_

Name and Telephone Number of Veterinarian: \_\_\_\_\_

**I have furnished the Rogersville Housing Authority with a photo of my animal ( ) YES ( ) NO**

I have furnished the Rogersville Housing Authority with a Veterinarian's Statement certifying that my animal has been ( ) spayed or ( ) neutered and has received all vaccines required by law, and is in good health with no communicable diseases. ( ) Yes ( ) No

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

RHA Housing Administrator: \_\_\_\_\_

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

**ROGERSVILLE HOUSING AUTHORITY PET APPLICATION**

*Pets will be considered for this rental dwelling after submitting the information below in full. This is a Pet Application ONLY. In order for the pet to be permitted on the premises, the pet MUST be approved by the Rogersville Housing Authority and an appointment must be made to complete the rest of this process.*

Tenant Name: \_\_\_\_\_

Tenant Address: \_\_\_\_\_

Pet Information	
Pet's Name: _____	Male/Female: _____
Type of Pet: _____	Breed: _____
Color/Markings: _____	Age: _____
Weight: _____	Height: _____ Spayed/Neutered? _____
Veterinarian Information	
Name of Veterinarian: _____	
Address of Veterinarian: _____	
Phone Number: _____	Date of Last Appointment: _____
Date of Last Rabies Vaccination: _____	
Date of Last Distemper Shot (Dog Only): _____	
Next Appointment Date: _____	
<p>The undersigned understands that permission to have a pet is not granted until the pet application is approved, the required Pet Deposit is paid, vet records are provided, and Tenants sign and agree to the Pet Lease. A pet is <b>not allowed</b> in the unit under any circumstances until all conditions have been met. The undersigned hereby certifies that the above information is correct and said information will be relied upon in granting or denying the approval of this application. The undersigned hereby authorizes Rogersville Housing Authority to investigate as necessary the above information and hereby authorizes the Release of the Information from Veterinarians.</p>	

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### **Pet / Assistance / Emotional Support Animal Tenant Agreement**

I agree that by having a pet / assistance / emotional support animal that I am responsible and will be held accountable for the following:

- ☐ 1. I understand that I am responsible of keeping my animal's Veterinary Records current and will provide Rogersville Housing Authority proof of the vaccinations done on my animal and proof that my animal has been spayed / neutered when requested.
- ☐ 2. I understand that my animal is to be under adult supervision at all times. When taken outside, my animal will be kept on a leash and in my own yard.
- ☐ 3. I understand that my animal is not allowed to be loose or unattended in the yard or any common areas. I also understand that my animal is not to be staked or tied to the building, clothes line, tree, or anywhere else on the grounds.
- ☐ 4. I understand that I am responsible for picking up and disposing of my animals' feces and that I must dispose of it properly (in a plastic sack and then placed in a container outside of my apartment). I also understand that if I use a litter box, it must be a leak-proof litter box used specifically for waste and kept inside my unit and cleaned and changed on a regular basis.
- ☐ 5. I understand that I am not to leave my animal alone in my apartment for 24 hours or more. If I am going to be away from my apartment for more than 24 hours, I will make sure my animal is with me or that I have found proper boarding for my animal while I am gone.
- ☐ 6. I will not let my animal disturb, interfere, or diminish the peaceful enjoyment of any other resident.
- ☐ 7. I will not alter my unit, porch, or yard in any manner in order to create an enclosure for my animal.
- ☐ 8. I understand that I am solely responsible for any damage that my animal causes and will ensure that my animal does not cause an infestation of insects such as fleas and ticks. If this does occur, I will be responsible for contracting the services of a professional Pest Control Company to eradicate this infestation.
- ☐ 9. I understand that I must restrain my animal, as required, when Rogersville Housing Authority Maintenance workers enter my apartment to perform work orders, during inspections, during pest control, and when any contractor of the Rogersville Housing Authority requires entry into my apartment. I understand that the Rogersville Housing Authority is not responsible if my animal escapes from my unit due to Maintenance, Inspections, or other activities of the Rogersville Housing Authority.
- ☐ 10. I understand that I nor any visitor will bring an unapproved pet/animal on RHA Property.

By signing below, I am stating that the above rules and regulations have been gone over with me and that I, and all members of my household, understand and agree to abide by them. Any violation of these rules is a violation of my Pet Policy and will result in either my Pet Permit being revoked and / or a 30-day lease cancellation and eviction notice being issued.

Head of Household Signature

Date

Other Tenant over 18 Signature

Date

Housing Administrator Signature

Date



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

## **26.0 LEASE TERMINATION**

### **26.1 TERMINATION BY TENANT**

The tenant may terminate the Apartment Lease at any time upon submitting a 14-day written or verbal notice to the Housing Administrator. Rent will be pro-rated for the days that the tenant lives in the unit. Once the tenant has returned the keys to the Housing Administrator a move out will be performed to credit charges for the remainder of the month, if any is due. If the tenant moves out without giving a notice they will be charged for the 14 days.

### **26.2 TERMINATION BY THE HOUSING AUTHORITY**

The Rogersville Housing Authority shall have the right to terminate or refuse to renew the Apartment Lease for failure by the resident, including family members or guests to fulfill his/her obligations set forth in the Apartment Lease Agreement and for serious or repeated violations by the resident, including family or guests of one (1) or more of the material terms of the Apartment Lease or any Rogersville Housing Authority's Policies and Procedures. The Rogersville Housing Authority will terminate the Apartment Lease for serious or repeated violations of material Apartment Lease terms and the Rogersville Housing Authority's Policies and Procedures. Such violations include, but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.
- D. Failure to allow inspection or entry of the unit by Rogersville Housing Authority personnel or any Rogersville Housing Authority's hired contractors;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises:
- G. Use of the premises for purposes other than as a dwelling unit. (other than for housing authority approved resident businesses):
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guest to refrain from such acts.
- J. Failure by the resident or any member of his/her household to fulfill his/her obligations outlined under the Articles of the Apartment Lease, the Community Policies, or Tenant Rules and Regulations, and any addenda or amendments to the Apartment Lease, Community Policies or Tenant Rules and Regulations.
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the Apartment Lease to reside in the unit more than three (3) overnight stays each month without the prior written approval of the Rogersville Housing Authority.
- M. Any drug-related criminal activity, violent criminal activity, or non-violent criminal activity, whether on or off the premises, committed by the resident, any member of his/her household, a guest or a person under the control of the resident, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Rogersville Housing Authority. Any such criminal activity, even in the absence of an arrest or a conviction, shall be cause for termination of tenancy and for eviction from the dwelling unit.

1. Drug-related criminal activity shall include: illegal possession, possession of drug paraphernalia, illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute or use a controlled substance.
  2. Violent criminal activity shall include: any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.
  3. Non-violent criminal activity shall include: any activity that threatens the health safety, or right to peaceful enjoyment by the residents, employees of the Rogersville Housing Authority or any other city or county personnel or official.
- N. Using profanity or any other derogatory language when communicating with the RHA staff or anyone who represents the RHA.
- O. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Rogersville Housing Authority by resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination.
- P. Alcohol abuse that the Rogersville Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Q. Failure to perform required community service or be exempted there from.
- R. The Rogersville 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.
- S. Discovery of material false statements in connection with information provided at application or recertification, or fraud committed by the resident in connection with any federally assisted housing program.
- T. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the Rogersville Housing Authority if the smoke detector is inoperable for any reason. If a disconnected smoke detector is found in the apartment or missing, a charge of \$50.00 will be applied to tenant's account.
- U. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas.
- V. Extremely poor housekeeping, including hoarding and clutter that causes health and safety concerns or property damage.
- W. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.
- X. If through HUD's EIV system, Rogersville Housing Authority verifies that one of the household members is also participating in another federally housing program and that they have not relinquished the assistance within 30 days from the date of the move-in. In that case, Rogersville Housing Authority will require proof of the termination of the subsidized housing assistance prior to Apartment Lease termination.
- Y. The tenant must use their unit address as their mailing address for all official Rogersville Housing Authority correspondence. This correspondence includes but is not limited to: re-examination appointments, rent change notifications, inspection appointments, inspection results, termination proceedings, etc. Exceptions may be made to this rule on a case-by-case basis, i.e. domestic violence victims or if a tenant is able to demonstrate that their mailbox has been tampered with and is unsecure by submitting official documentation from the U.S. postal service and/or police records.

- Z. Harboring fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after committing a crime, conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- AA. Unreported Income by tenant or tenant family members.
- BB. Violations of the Rogersville Housing Authority Pet Policy or the Assistance Animal Policy.
- CC. Failure by tenant to renew lease annually.
- DD. Any Gang or gang related activities.
- EE. Other good cause.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Rogersville Housing Authority may consider whether such household member:

- A. Is participating in a supervised drug or alcohol rehabilitation program;
- B. Has successfully completed a supervised drug or alcohol rehabilitation program; or
- C. Has otherwise been successfully rehabilitated.

For this purpose, the Rogersville Housing Authority may require the Apartment Leaseholder to submit evidence of one or more of the above 3 statements.

### **26.3 TERMINATION NOTICE REQUIREMENTS**

If the Rogersville Housing Authority proposes to terminate the Apartment Lease, the termination of the Apartment Lease shall be by Federal and State law as follows or as may be amended in the future:

- A. The Rogersville Housing Authority shall give the applicable written notice of termination (30-day Notice of Termination for Non-payment of Rent), if said termination is caused by resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent (after the 10<sup>th</sup> day of the month) in accordance with the Apartment Lease.
- B. The Rogersville Housing Authority will give a (3) three day written notice to vacate for any criminal activity or drug-related activity on or off the premises as stated previously in this ACOP.
- C. The Rogersville Housing Authority will give a thirty (30) day written notice of termination of any other violation to the Apartment Lease or Policy and Procedures.
- D. The notice of termination to the resident shall state the reason for termination; shall inform the resident of his/her right to make such reply, settlement, and/or request for a hearing in accordance with the Rogersville Housing Authority Grievance Policy and Procedures.



## **27.0 COMMUNITY SERVICE POLICY**

### **27.1 GENERAL**

In order to be eligible for continued occupancy, each non-exempt adult family member (18 years or older) must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. The eight hours of activity must be performed each month. An individual may not skip a month and then double up the following month unless special circumstances warrant it. All activities must be approved by the Rogersville Housing Authority.

### **27.2 ELIGIBILITY FOR COMMUNITY SERVICE**

Under the provisions of Section 512 of the Quality Housing and Work Responsibility Act of 1998 (effective October 1, 2000), every adult resident of Public Housing shall perform eight (8) hours of community service or eight (8) hours of participation in an economic self-sufficiency program or a combination thereof to eight (8) hours each month unless exempt.

### **27.3 EXEMPTIONS**

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U. S. C. 416 (l)(1) and who certifies that because of a disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity of 20 hours per week or more as defined in Section 407 (d) of the Social Security Act, specified below.
  1. Unsubsidized employment;
  2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  5. On-the-job-training;
  6. Job-search and job-readiness assistance;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;
  10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  12. The provision of childcare services to an individual who is participating in a community service program.
- E. Family members who are or would be exempt from work activity under part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
  - F. Family receiving assistance, benefits or services under a State program funded under part A Title IV of the Social Security Act or under any other State Welfare program, including welfare-to-work and who are in compliance with the program. (TANF or Food Stamps)

#### **27.4 NOTIFICATION OF THE REQUIREMENT**

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

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

The notification will advise families that their community service obligation will begin upon the effective date of admissions or change. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual re-examination.

#### **27.5 COMMUNITY SERVICE OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families 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).

#### **27.6 COMMUNITY SERVICE PROCESS**

Upon admission and each annual re-examination thereafter, the Rogersville Housing Authority will do the following:

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

- E. Thirty (30) days before the family's next lease anniversary date, the Property Manager will determine whether each applicable adult family member is in compliance with the community service requirement.
- F. Require signatures of exempt and non-exempt members.

#### **27.7 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Rogersville Housing Authority will notify any family found to be in non-compliance of the following:

- A. The family member(s) has been determined to be in non-compliance (Community service requirement has not been completed.);
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

#### **27.8 OPPORTUNITY FOR CURE**

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

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

If a resident (or family) moves out having not contributed the required number of community service hours, they will have two (2) options in order to be considered for re-admission:

- 1. They will complete the community service hours and submit satisfactory documentation to the housing authority; or
- 2. They will be considered ineligible for re-admission for a period of 24 months (from the date of move-out), if no documentation is submitted. They will be considered for re-admission after the 24 months.

#### **27.9 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

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

**Rogersville  
Church Hill  
Rutledge**



**TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298**

**Tenant Name:** \_\_\_\_\_

### **Community Service Exemption Certification**

I have received a copy and understand the contents of the Rogersville Housing Authority's Community Service/Self Sufficiency Policy as required by HUD through the Quality Housing and Work Responsibility Act of 1998.

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- ☐ I am age 62 years or older
- ☐ I am blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and certify that because of this disability I am unable to comply with the service provisions
- ☐ Is a primary caretaker of such an individual (as listed above) - must have doctor documentation.
- ☐ I am engaged in work activities  
*The RHA will consider 20 hours per week as the **minimum number** of hours needed to qualify for a work activity exemption.*
- ☐ I am participating in Welfare to Work Program  
*I am meeting the requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the RHA is located, including a state-administered welfare-to-work program; or*
- ☐ I am receiving TANF and am participating in a required economic self-sufficiency program or work activity

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

### **Community Service Compliance Certification**

I have received a copy and understand the contents of the Rogersville Housing Authority's Community Service/Self Sufficiency Policy as required by HUD through the Quality Housing and Work Responsibility Act of 1998.

**I understand that I must perform 96 hours of Community Service per year at no less than 8 hours per month.**

I, also, understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if I do not comply with this requirement; **the entire family's lease will not be renewed.**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## Community Service Agreement

Head of Household \_\_\_\_\_

Address \_\_\_\_\_

### AGREEMENT TO COMPLETE COMMUNITY SERVICE

I have been notified that a member of my household has failed to complete the Community Service Requirements as required by applicable federal regulations and the Housing Authority's Community Service Requirements Policies for the year ending \_\_\_\_\_.

I understand this is a violation of my lease.

I agree that the following member of my household will make up the listed hours of community service no later than \_\_\_\_\_.

\_\_\_\_\_  
(Name of household member)

\_\_\_\_\_  
(Hours required)

I understand that I must provide verification that the Community Service hours have been completed each month.

I agree that all members of my household currently required to do community service Will fulfill the monthly Community Service requirements in addition to the delinquent hours for the year that will end \_\_\_\_\_.

**I understand that if I do not comply with the Community Service requirement and this cure agreement my lease will be terminated for the entire household.**

\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Required to Cure Hours

\_\_\_\_\_  
Date

\_\_\_\_\_  
RHA Housing Administrator

\_\_\_\_\_  
Date



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Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## RECORD OF COMMUNITY SERVICE REQUIREMENT

Tenant Name: \_\_\_\_\_

Date of Admission / ReExamination: \_\_\_\_\_

Owes for Previous Year: \_\_\_\_\_ Hours

Month	Cure Amount	Current Amount
April 2025		
May 2025		
June 2025		
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		
January 2026		
February 2026		
March 2026		

Notes:

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The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.



## 28.0 GRIEVANCE POLICY AND PROCEDURES

### **INTRODUCTION**

Grievances shall be handled in accordance with the Rogersville Housing Authority's approved Grievance Policy and Procedures. The written grievance procedure is incorporated into this document and is the guideline to be used for grievances and appeals.

The informal hearing requirements defined in HUD regulations are applicable to tenants who disagree with an action, decision, or inaction of the Rogersville Housing Authority. This grievance policy describes the procedures to be used when tenants disagree with a Rogersville Housing Authority decision. It is the policy of the Rogersville Housing Authority to ensure that all tenants have the benefit of all protections due to them under the law.

### **APPLICABILITY**

This Grievance Policy and Procedures applies to all individual grievances between the tenant and the Rogersville Housing Authority with the exception of:

- A. Disputes between tenants that do not involve the Rogersville Housing Authority.
- B. Initiating or negotiating policy changes between tenants or a group of tenants and the Rogersville Housing Authority's Board of Commissioners.
- C. Any activity (violent or non-violent) not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Rogersville Housing Authority employees.
- D. Any drug-related criminal activity on or off the Rogersville Housing Authority premises.
- E. Any criminal activity that resulted in a felony conviction of a household member.

### **DEFINITIONS**

- A. **GRIEVANCE**: Any dispute which a tenant may have with respect to Rogersville Housing Authority action or failure to act in accordance with the individual tenant's lease, or Rogersville Housing Authority regulations which adversely affect the individual tenant's rights, duties, welfare, or status.
- B. **COMPLAINANT**: Any tenant whose grievance is presented to the Rogersville Housing Authority administrative office in accordance with the requirements set forth in this procedure and as part of the informal hearing process.
- C. **HEARING OFFICER (S)**: A person/persons selected to hear grievances and render a decision with respect thereto.
- D. **TENANT**: The adult person or persons (other than a live-in aide):
  - 1. Who resides in the unit, and who executed the lease with the Rogersville Housing Authority as lessee of the dwelling unit, 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.

- F. **ELEMENT OF DUE PROCESS:** An eviction action or a termination of tenancy in a State or Local court in which following procedural safeguards are required:
1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  2. Right of the tenant to be represented by counsel;
  3. Opportunity for the tenant to refute the evidence presented by the Rogersville Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  4. A decision on the merits.

### **TENANT'S PROCEDURE FOR OBTAINING AN INFORMAL HEARING**

Grievances or appeals concerning the obligations of the tenant and the Rogersville Housing Authority under the provisions of the lease shall be processed and resolved in accordance with the Grievance Policy and Procedure of the Rogersville Housing Authority, which is in effect at the time such grievance or appeal arises. An Informal Hearing is required as the initial step to resolve any disputes between the Rogersville Housing Authority and a tenant.

Criteria for Informal Hearing Appeals are, but not limited to; Reasonable Accommodations denials; Lease Terminations; Evictions; Denials of a Pet; removal of a pet; etc.

Tenants of the Rogersville Housing Authority who desire an informal hearing must submit a written request to the Rogersville Housing Authority's office located at 902 Locust Street in Rogersville, TN, either by U. S. First Class Mail or hand delivered to the Rogersville Housing Authority office within five (5) working days from the date of the notification (Lease Cancellation letter) of proposed adverse action. The written request must specify:

- A. The reason (s) for the grievance or content of the Rogersville Housing Authority's proposed action; and
- B. The action or relief sought.
- C. Grievances must be signed by the tenant.

The Tenant requesting an Informal Hearing will be notified within five (5) working days of the date and time of the informal hearing. The tenant is given the opportunity to reschedule the Informal Hearing for only the following reasons:

- A. Medical reasons that are certified by a physician in writing.
- B. Death of family member supported by a Death Certificate or published obituary.

Any tenant who does not reschedule by the designated date or does not appear at the scheduled time loses their right to an Informal Hearing and may not raise the issues at any other proceeding, except in an appropriate judicial proceeding.

The Informal Hearing is conducted by the Rogersville Housing Authority Executive Director, with employees of the housing authority, the tenant and their representatives and/or witnesses.

All parties are given the opportunity to present information, documents, and statements pertaining to the complaint. The tenant may also be given an opportunity to present additional information within an agreed upon time frame.



The Rogersville Housing Authority employees and Executive Director will review the information presented and render a decision.

Within five (5) working days, a summary and results of this Informal Hearing will be sent by Certified Mail to the tenant. The summary will include: names of participants, the date of the meeting, the nature of the proposed disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained in writing within the designated time frame.

### **TENANTS DISSATISFACTION WITH INFORMAL HEARING**

If the tenant is not satisfied with the results of the informal hearing he/she may submit a written request for a formal hearing within **five (5)** working days of the summary of the informal hearing.

### **FORMAL GRIEVANCE HEARING**

The following procedures apply to the request for a Formal Grievance Hearing under this grievance procedure:

**REQUEST FOR FORMAL HEARING:** The tenant's written request for a formal hearing must specify:

- The reasons for the grievance; and
- The action or relief sought by the tenant; and

### **FAILURE TO REQUEST A FORMAL HEARING:**

If the tenant fails to request a formal hearing within five (5) working days from the date of the written Summary of the informal hearing, the Rogersville Housing Authority's decision rendered at the informal hearing becomes final. This action in no way constitutes a waiver of the tenant's right to contest the Rogersville Housing Authority's decision in an appropriate judicial proceeding.

### **SELECTION OF HEARING OFFICER'S:**

A Grievance Hearing shall be conducted by an impartial person or persons appointed by the Rogersville Housing Authority. The Housing Authority shall nominate a slate of impartial persons to sit as hearing officers. Such persons will include responsible persons in the community; however, others such as Rogersville Housing Authority Board members, staff members, residents and professional arbitrators may be used.

Hearing Officers will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

A list of all hearing officers will be kept at the Rogersville Housing Authority office and can be made available for public inspection at any time.

### **SCHEDULING HEARINGS**

When a tenant submits a timely request for a Formal Grievance Hearing, the Rogersville Housing Authority will contact the Hearing Officers to schedule the hearing within the following five (5) working days. The tenant will be notified of the date and time for the hearing. Notice to the tenant shall be personally delivered or sent by certified mail, return receipt requested. The written notice will specify the date and time of the formal hearing.

## **PROCEDURES GOVERNING THE FORMAL HEARING**

All grievances must be informally presented as a prerequisite to a formal hearing. The tenant shall be afforded a fair hearing, which shall include:

- A. The hearing shall be held before the Hearing Officers.
- B. The parties may be represented by legal counsel or another person chosen as a representative.
- C. Prior to the hearing, the housing authority will provide the tenant with a copy of all documents, records, and regulations of the Rogersville Housing Authority that may be relevant to the hearing, unless otherwise prohibited by law. In the event the Rogersville Housing Authority does not provide the tenant with a copy of all relevant documents prior to the hearing, the Housing Authority may not rely on other documents not provided to the tenant at the hearing as set forth in the federal guidelines.
- D. Prior to the hearing, the Housing Authority shall also have the opportunity to examine and to copy at the expense of the authority, all documents, records and statements that the tenant plans to submit during the hearing to refute the housing authority's inaction or proposed action. Any documents not so made available to the housing authority may not be relied upon at the hearing.
- E. The tenant shall have the right to present evidence and arguments in support of the complaint, to controvert evidence presented by the Housing Authority, and to confront and cross examine all witnesses upon whose testimony or information the Rogersville Housing Authority relies;
- F. The tenant has the right to a decision based solely and exclusively upon the facts presented at the hearing.
- G. The Hearing Officer shall require the Rogersville Housing Authority, the tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- H. The Presiding Officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses, written material, and any other supporting documentation shall be received regarding such issues. Both the tenant and the Housing Authority shall be entitled to question each other's witnesses. The hearing officers may question the tenant and any witnesses and may take notice of matters of common knowledge, applicable laws, regulations and RHA rules and policies.

Any evidence to be considered by the hearing officers must be presented at the time of the hearing. There are four categories of evidence:

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the Housing Authority or the tenant. Writings include all forms of recorded communications or representation, including letters, e-mails, words, pictures, sounds, videotapes or combinations therefore.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officers, such as a model, a chart or other diagram.

**Real Evidence:** a tangible item relating directly to the case.

The hearing shall be video recorded and maintained by the RHA until any applicable appeals have been decided. The Housing Authority will consider that an audio tape recording of the proceedings is a transcript.

**Hearings shall be limited to one-half (1/2) hour, fifteen (15) minutes per side, unless the presiding officer extends the time for good cause.**

**DECISION WITHOUT A FORMAL HEARING:**

If the Hearing Officers determine that the issue has been previously decided in another proceeding (informal hearing) a decision may be rendered without proceeding with the formal hearing.

**FAILURE TO APPEAR**

If the tenant fails to appear at the scheduled hearing, except for verifiable good cause, the tenant is in automatic default and the decision of the Hearing Officers in his/her absence shall be final. Such a determination in no way waives the tenant's right to appropriate judicial proceedings in another forum.

If the tenant does not appear at the scheduled time of the hearing, the Hearing Officers will wait up to 15 minutes. If the tenant does not arrive within the scheduled time, they will be considered to have failed to appear.

"Good Cause" is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

**ACCOMMODATIONS OF PERSONS WITH DISABILITIES**

The Rogersville Housing Authority must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant is required under this procedure to be in an accessible format.

**DECISIONS OF THE HEARING OFFICER'S**

The decision of the Hearing Officer's shall be based solely and exclusively upon the facts and evidence presented at the hearing and upon applicable County and Federal regulations and requirements.

The Hearing Officer's shall give the Rogersville Housing Authority and the tenant a written decision, including the reasons for the decision, within **five (5)** working days following the hearing. The Rogersville Housing Authority will place one copy in the tenant file and a copy will be forwarded to the tenant by U. S. Mail and will be certified with a return receipt or hand delivered to the tenant.

A decision by the Hearing Officer's in favor of the Rogersville Housing Authority, or which denies the relief sought by the tenant, in whole or in part, shall not constitute a waiver of or affect in any manner whatsoever, the tenants' rights to trial by judicial proceedings which may thereafter be brought in the matter.

**The decision of the Hearing Officer's shall be final.** The decision of the hearing officers shall be binding on the Rogersville Housing Authority which shall take all actions necessary to carry out the decision,

## **29.0 ABANDONMENT**

The Rogersville Housing Authority will consider a unit to be abandoned when a tenant has unexplained absences for thirty (30) days or more, is not eating or sleeping in the unit, has moved a substantial amount of furnishings, or has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit. When a unit has been abandoned, a Rogersville Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place for 30 days. A notice will be mailed to the resident stating where the property is being stored and when it will be disposed of. The tenant will be required to make arrangements with the Maintenance Department in order to pick up the abandoned property. If the Rogersville Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the Post office.

After the 30-day waiting period, the Rogersville Housing Authority will sale or dispose of the property. Any money raised by the sale of the property goes to cover money owed by the family to the Rogersville Housing Authority, such as back rent and the cost of storing and selling the goods. If there is any money left over and the tenant's forwarding address is known, the Rogersville Housing Authority will mail it to the tenant. If the family's address is not known, the Rogersville Housing Authority will keep the money for the resident for one year. Security deposits on abandoned apartments are automatically forfeited.

For tenants who are admitted to a care facility such as a nursing home, rehabilitation facility or a hospital and will be absent for 30 days or more and continue to pay the monthly rent and other charges, the Rogersville Housing Authority will request written verification from the health facility stating the admission date and expected date of discharge. The Rogersville Housing Authority will extend the absence for no more than 90 days. After the 90 days has expired, the tenant must return to the unit. If the tenant fails to return to the unit after the 90 days, the apartment will be considered abandoned. At that time, the tenant will need to have their belongings removed and return the keys to the Rogersville Housing Authority.

## **30.0 RETURN OF SECURITY DEPOSIT**

After a family tenant(s) moves out, the Rogersville Housing Authority will return the security deposit within 45 days or give the family tenant(s) 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.

Security Deposits will not be refunded until the Rogersville Housing Authority has the final inspection charges and also the final utility statements.

The Rogersville 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 45 calendar days.

If the tenant moves out before the entire security deposit is paid in full (\$200), the tenant will forfeit the amount already paid and will not receive any of the deposit back.

### **31.0 RECORD MAINTENANCE**

- A. The Rogersville Housing Authority will keep the resident's application for admission in the resident's file.
- B. All occupancy information collected shall be retained for at least three (3) years including data on current applicants and residents, and applicants who were never admitted.
- C. The Rogersville Housing Authority will maintain records of the circumstances of each dwelling unit offered to an applicant, including the location of the unit, the offer date, and whether the offer was rejected or accepted. This information may be maintained electronically.
- D. The Rogersville Housing Authority will retain historical applicants and resident data from the Rogersville Housing Authority computer system for at least three (3) years.
- E. Criminal records obtained by the Rogersville Housing Authority will be maintained confidentially and not misused or improperly disseminated.
- F. Any person, including an officer, employee or authorized representative of the Rogersville Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, housing assistance under the authority under false pretenses, or discloses any information in any manner to any individual not entitled under any law to receive the information may result in conviction for a misdemeanor and imposition of a penalty of not more than \$5,000.



## 32.0 VEHICLES/PARKING POLICY

All motorized vehicles parked on the Rogersville Housing Authority property must comply with the following community rules:

- A. **TENANTS OR FAMILY MEMBERS THAT DO NOT HAVE A VALID DRIVING LICENSE WILL NOT BE ALLOWED TO REGISTER A VEHICLE WITH THE ROGERSVILLE HOUSING AUTHORITY.** All resident's motorized vehicle (s) parked at the development must be registered with the Housing Administrator. Only one (1) vehicle per adult tenant is allowed or two (2) maximum vehicles per unit to park in the Rogersville Housing Authority premises. (Unless special circumstances are approved by the RHA). A motorcycle is considered as one (1) vehicle. Motorcycles must be registered and parked in tenant designated parking. Vehicles must not be parked or driven on the grass, on sidewalks or stored in storage buildings (unless prior approval is received by RHA management). Vehicle registration must reflect as owner or co-owner the name of one or more household members. Tenants or family members who have a vehicle not registered to them will be required to bring a notarized statement from the owner listed on the valid vehicle registration stating that they have permission to borrow the vehicle. This statement should include the name, address, and phone number of the owner, the model and type of vehicle borrowed and the length of time being borrowed. Vehicles not registered with management may be towed at the owner's expense in accordance with Tennessee State Law. No vehicle may be registered using the dwelling unit as the address for registration by any person not listed on the dwelling lease.
- B. Any vehicle (s) within the boundaries of the property found to be in an inoperable condition or illegal to operate for three days will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire (s), mechanical problem (s), (i.e. motor will not start, drive train problem, no brakes), or damaged from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, no current emission approval, or no current license tags.
- C. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed the vehicle (s) will be towed at the owner's expense.
- D. All vehicles are to be maintained with legal license plates, vehicle registration and insurance as is required by the State of Tennessee.
- E. Washing vehicle(s) with water provided by the Rogersville Housing Authority is strictly prohibited. Violation of this rule will result in a \$25.00 charge to be assessed against the resident for each violation of this rule. This charge must be paid in full within two (2) weeks of written notice of this charge. Residents will be charged \$50.00 for allowing any violation of this rule by any guest.
- F. The repair of vehicles on the development community property is strictly prohibited. Any vehicle deemed under repair and inoperable by management will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- G. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the development unit until proof of repair of the fluid leak is provided to the Housing Administrator. The resident (s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the lease will reimburse the Rogersville Housing Authority for all costs within two weeks of receipt of written notice of all charges.

- H. All off road bikes, mini-bikes, and any other type of recreational vehicles are strictly prohibited from operation within the physical boundaries of the development. All off-road bikes, mini-bikes, or any other type of recreational vehicle must not be brought onto and/or stored within the development boundaries.
- I. Vehicles are to be parked in designated parking areas only. Any vehicle not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area, indicated in writing or by diagonal stripes, or yellow or red painted curbs, will be towed at the owner's expense. Vehicles owned by tenant or tenant visitors will result in a \$25.00 charge to tenants account, payable with the following month's rent and may result in towing of the vehicle at owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.
- J. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property unit written proof of repairs to correct the problems (s) has been approved by site management staff.
- K. Guest must park their vehicles in parking spaces away from the buildings or on the street near the curb. It is the resident's responsibility to inform guests where to park. There are no assigned guest parking spaces, only on "first-come first served" basis unless required by a disabled person as a form of a reasonable accommodation.
- L. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- M. The parking or driving of commercial vehicles used by residents for work is prohibited. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the development except for the temporary delivery of goods or services to the property and/or residents.
- N. The driving, parking, and/or operation of any type of vehicles on the lawns and/or sidewalks is strictly prohibited. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and /or local police agencies. Vehicles in violation will be towed at the owner's expense and tenant will be charged \$25.00, plus costs to repair any damages to grass or sidewalks, will be added to tenants and are due with the next month's rent. Vehicles may only park on grass or sidewalks at time of move in or move out.
- O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, off road motorcycles, mini-bikes, 4 wheelers, excavation equipment or any commercial equipment is strictly prohibited from the development property.
- P. Proper notice is considered properly served by posting written notice in an obvious location (front, back, or side window) on the vehicle.
- Q. ALL Rogersville Housing Authority developments require parking stickers. Only residents with RHA parking stickers can park in designated areas. Visitors must park on public streets or designated parking areas specifically for visitors. Parking stickers will be available from the Housing Administrator at the time of Vehicle Registration execution. (SEE VEHICLE REGISTRATON FORM)

Certain parking spots are designed for handicap parking only. Please be courteous and do not park in these areas unless you have an appropriate handicap decal, badge or tag issued by the clerk's office.

Cars that are not appropriately marked WILL BE TOWED whether they have a RHA parking sticker or not. All vehicles are subject to tow if improperly parked regardless of time parked there.



## Vehicle Policy Acknowledgement

**I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE  
VEHICLE/PARKING POLICY**

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

RHA Representative \_\_\_\_\_ Date \_\_\_\_\_





## Vehicle Registration

Tenant Name: \_\_\_\_\_ Address: \_\_\_\_\_

Rogersville Housing Authority regulates the parking of vehicles on our property in the following manner:

- **TENANTS OR FAMILY MEMBERS THAT DO NOT HAVE A VALID DRIVING LICENSE WILL NOT BE ALLOWED TO REGISTER A VEHICLE WITH THE ROGERSVILLE HOUSING AUTHORITY.**
- **Only one (1) vehicle per adult tenant is allowed or two (2) maximum vehicles per unit to park in the Rogersville Housing Authority Parking lots.** (Unless special circumstances are approved by RHA.)
- Vehicles **MUST** be registered with the Rogersville Housing Authority **IMMEDIATELY**. **All vehicles will be towed at the owner's expense if it is not registered at the Housing Authority Office as a tenant vehicle with an appropriate parking permit. Permits MUST be displayed on back glass on bottom driver's side corner of registered vehicle.** Tenants or family members who have a vehicle not registered to them will be required to bring a notarized statement from the owner listed on the valid vehicle registration stating that they have permission to borrow the vehicle. This statement should include the name, address, and phone number of the owner, the model and type of vehicle borrowed and the length of time being borrowed. Permits will be given for the first 2 vehicles per year, after that the tenant will be charged \$5.00 per additional parking permit.
- Motorcycles must be registered and parked in tenant designated parking. A motorcycle is considered as (1) vehicle. They must not be parked or driven on the grass, on sidewalks, or stored in storage units.
- Only standard automobiles, SUVs and pick-up trucks may park on the property. Parking or storing of Recreational Vehicles (such as 4-wheelers, gas powered scooters, go carts, etc) is not permitted. Parking of trailers, Commercial trucks, Tractor-Trailers, log trucks, etc., is not permitted.
- Vehicles must be properly parked in designated spaces. Parking on grassy areas off the pavement is not permitted.
- Vehicles must not be allowed to leak fluid onto the pavement or grassy areas of the development. If your vehicle is leaking gas, oil, anti-freeze, steering or transmission fluid, or any other liquid onto the pavement, you may be asked to park the vehicle elsewhere, as this is a lease violation.
- Only vehicles which are in operating condition are allowed to stay on the property. If your vehicle is not in driving condition, you must have it towed to another location for service. Auto repairs must be done at another location and not here at the Housing Authority.
- Residents are given one (1) parking space indicated with the apartment number on the space. If your family has more than one vehicle which has been issued a permit by RHA, you will be required to use a visitor space (indicated with no number). You do not have a specific parking space for additional vehicles or visitors. Spaces that are not assigned to a unit (does not have a number) are on a first come first serve basis. Residents or visitors who park in another tenants parking space will be charged \$25 per occurrence or it will be towed by RHA upon discovery, at the owner's expense.
- Please see lease for additional information regarding motorized vehicles.

Vehicle 1: Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

State License Plate Issued \_\_\_\_\_ License plate #: \_\_\_\_\_

Vehicle 2: Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

State License Plate Issued \_\_\_\_\_ License plate #: \_\_\_\_\_

I have read, fully understand and will abide by the rules and regulations as they pertain to automobiles. At this time, my family has the use of: \_\_\_\_\_ I do not own vehicle; \_\_\_\_\_ 1 vehicle; \_\_\_\_\_ 2 vehicles.

Head of Household \_\_\_\_\_ Date \_\_\_\_\_

Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_

Other Adult Household Member \_\_\_\_\_ Date \_\_\_\_\_

### Office Use Only: Vehicle Permit Numbers

1. \_\_\_\_\_

2. \_\_\_\_\_

Issued / Resigned: \_\_\_\_\_

Initials: \_\_\_\_\_

### 33.0 CRIMINAL TRESPASS

#### 33.1 GENERAL

The Rogersville Housing Authority, hereinafter referred to as “housing authority”, is aware of the problem its residents and the housing authority face with the unwanted presence of persons on, in, or about the property of the housing authority. Recognizing the seriousness of illegal drug activity, as well as other criminal activity, the housing authority adopts the following policy in an effort to enhance the safety, health, and well-being of its residents and property.

The goal of the following policy is to reduce criminal activity involving drugs and other activity, which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Tennessee.

The lease signed by each tenant makes the tenant responsible for the conduct of the tenant's guests. While visitors are welcome, they are expected to act in an appropriate and lawful manner at all times. They are expected to limit their visits to the tenant's apartment and yard. Engaging in criminal activity or unreasonably disturbing any resident or staff of public housing will not be tolerated.

Individuals who engage in certain prohibited activities will be banned from all properties owned and/or managed by the Rogersville Housing Authority in accordance with T. C. A. 39-14-405 and rules adopted by the Board of Commissioners of the Rogersville Housing Authority.

The Rogersville Housing Authority has developed categories of offenses which may support the inclusion of an individual on RHA's Criminal Trespass List. The following examples of prohibited behaviors/activities are not intended to be exclusive. An individual may be banned from RHA property for any violation of law or RHA Rules and Regulations or if it is believed that the person is or has become a threat or has exhibited behaviors that would threaten the health, safety or right to peaceful enjoyment of the premises by other tenants.

**CATEGORY I: Individuals who commit certain crimes** may be permanently barred (lifetime) from entering onto property owned or managed by the Rogersville Housing Authority. These “Category I” crimes include but are not limited to:

- Prostitution
- Any violent activity including, but not limited to, assault, domestic violence, rape, murder, and/or possession of a deadly weapon.
- Conviction as a sex offender.
- Repeated drug activity.
- Repeated violations of law or RHA Rules and Regulations.
- Any violent activity including, but not limited to, assault, domestic violence, rape, murder, and/or possession of a deadly or illegal weapon.

**CATEGORY II: An individual who is found by RHA to commit “Category II” offense may be** banned from entering onto property owned or managed by the Rogersville Housing Authority property for a period up to three (3) years. These “Category II” crimes include but are not limited to:

- Possession of illegal drugs or drug paraphernalia.
- Robbery
- Stalking
- Theft
- Larceny
- Burglary
- Arson
- Harassment of staff, residents, county or city officials or personnel.
- Repeated violations of law or RHA Rules and Regulations.

**CATEGORY III: An individual who is found by RHA to commit “Category III” offense may be banned from entering onto property owned or managed by the Rogersville Housing Authority property for a period up to one (1) year. These “Category III” crimes include but are not limited to:**

- Fighting
- Public Intoxication
- Disturbing the peace
- Living with a resident of the housing authority while not on the lease.
- Damage to property of the housing authority. In cases where restitution has been made, the perpetrator may request that the housing authority lift the ban prior to the end of the one (1) year ban.
- Repeated violations of the RHA's Parking Policy.
- Repeated violations of the RHA's Pet Policy.

### **33.2 ISSUING NOTICE OF CRIMINAL TRESPASS**

The Rogersville Housing Authority considers any person who enters onto its properties without the authority or permission of management and/or residents as trespassers. The housing authority shall cause a verbal or written notice to be issued to any nonresident who has no legal right to be on the property of the housing authority. Said notice shall state that such persons shall not come on any property belonging to the housing authority for the time periods described under categories listed above. When practical, a trespass notice shall be in writing but the housing authority shall have the right to rely on a verbal trespass notice that is documented in the housing authority's records.

The notice shall be issued to such person or persons by a Police Officer or Rogersville Housing Authority personnel. However, the decision to ban individuals shall be approved by the RHA Executive Director or his/her designee. A conviction under state or federal law is not required to support the decision to ban any individual from entering onto RNA property.

Where the violation is associated with a specific tenant family, this family will be notified in writing that the individual has been banned from the Rogersville Housing Authority and that they understand that if they allow this individual(s) to be at their residence or on the property, they will be issued a thirty (30) day lease cancellation for violation of the RNA Trespass Policy.

Any person who has received a Notice of Criminal Trespass to leave the property under the provisions of this policy and who returns to the housing authority property within the proscribed period of time from the date the notice was issued, shall be subject to arrest for criminal trespass as provided for in TCA Section 39-14-405 & Section 39-14-406 and under the laws of the municipality.

Any person who returns to the property of the housing authority and who is found to be on said premises shall have the times enumerated herein extended to a term up to twice the original term or expiration of the notice issued by the housing authority.

Any person who is barred from the housing authority property three (3) times or is charged with trespassing three (3) times is subject to a lifetime ban from entering any housing authority property.

A copy of the notice and related documents shall be maintained by the housing authority.

The Rogersville Housing Authority will prepare and maintain a “Criminal Trespass List” containing the names of individuals who have been banned from the RHA property. The Criminal Trespass List will be posted in the office of the RHA. Residents will be supplied with a list of persons banned from property as it is updated.

### **33.3 SPECIAL PERMISSIONS**

During the term of the trespass notice, the Rogersville Housing Authority shall have the authority, under special circumstances and pursuant to the written application of the person as described above, to give written special permission for the person to be on the housing authority property at a particular time and for a particular purpose. Said permission shall only apply for the specific purposes and for the specific times in the letter. Said special permission shall not constitute a waiver of the provisions of the original notice, except for the specific terms and conditions of the special permission letter in this paragraph. Said letter shall be in the possession of the person while he/she is on the housing authority property, and shall be produced upon demand by an employee or law enforcement officer.

If the person fails to produce said letter, he/she shall be deemed to be in violation of the original trespass notice.

In the case of an emergency (such as death of a family member) the banned individual may contact the Executive Director to request emergency visitation. Authorization to visit the property may be granted if determined to be valid by the Executive Director or housing authority personnel. Authorization must be in writing and in possession of the banned individual at all times while on the property (Verbal authorization may be given in the case of an afterhours request and then followed by written authorization).

### **33.4 CRIMINAL TRESPASS NOTICE PROCEDURES**

It is the policy of the Rogersville Housing Authority for persons to be placed on the criminal trespass list in the housing authority's communities when such person meets certain criteria. A person to be placed on the criminal trespass list must have knowingly entered or remained unlawfully upon the premises of the housing authority and committed an offense such as those listed under specific categories listed above.

The housing authority shall, in good faith, attempt to have the written notice attached hereto served on the person charged with criminal trespass by hand delivery.

The person will be requested to acknowledge receipt of the notice by his or her signature on the notice. If the person refuses to sign the notice, the issuing person shall write "Refused to Sign" on the place designated for the signature. In cases where the person is fleeing from the judicial system or there is not a known address, the person issuing the notice shall write "Unable to Obtain Signature" on the place designated for the signature. Where the violation is associated with a specific tenant family, this family will be notified in writing that the individual has been banned from the Rogersville Housing Authority and that they understand that if they allow this individual(s) to be at their residence or on the property, they will be issued a thirty (30) day lease cancellation for violation of the RHA Trespass Policy.

If possible, a picture of the person may be made for inclusion in the file for future reference.

A copy of the notice and related documents shall be maintained by the housing authority and sent to the local police department. The names of the persons receiving the trespass notice shall be maintained by the Rogersville Housing Authority for use in their official capacities.

If an address for the person is known, the Executive Director will send a notice by first class mail with a copy of the Criminal Trespass Notice.

### **33.5 APPEALING A WRITTEN NOTICE**

Any person being served the notice who desires to contest the issuance of a criminal trespass notice should do so in writing addressed to the Executive Director. Any person filing an appeal may attach thereto-relevant supporting statements from other persons and other appropriate and reasonable documentary evidence. After review, the Executive Director or designated employee shall have the authority to continue the circumstances, which shall be equitable, when considering all the factors involved.

The decision by the Executive Director shall be final.



## NOTICE OF CRIMINAL TRESPASS

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

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

In accordance with **TCA Section 39-14-405**, this letter is to advise you that **EFFECTIVE** \_\_\_\_\_ you are restricted from entering upon any property belonging to the Rogersville Housing Authority including: **Rogersville Developments, Church Hill Developments, and Rutledge Developments.**

You are restricted from entering the Rogersville Housing Authority property at any time or for any reason without prior knowledge and consent of the Rogersville Housing Authority Management. This restriction shall include all common areas such as offices, community buildings, shops, warehouses, playgrounds, parking lots, sidewalks, etc., as well as individual apartments, porches, and yards all being property of the Rogersville Housing Authority.

Any person being served the notice who desires to contest the issuances of a criminal trespass warning should do so in writing addressed to the Executive Director. Any person filing an appeal may attach thereto-relevant supporting statements from other persons and other appropriate and reasonable documentary evidence. After review, the Executive Director or designated employee shall have the authority to continue the circumstances, which shall be equitable, when considering all the factors involved. Any changes shall be given to the local law enforcement agencies.

If you trespass, the Rogersville Housing Authority will prosecute you to the full extent that the law allows.

Rogersville Housing Authority

Rodney Roberson, Executive Director

\_\_\_\_\_  
Signature of Individual being served Date

Date Served: \_\_\_\_\_ Served By: \_\_\_\_\_

Location: \_\_\_\_\_ Photo: Yes \_\_\_\_\_ No \_\_\_\_\_ On File \_\_\_\_\_

This Notice Expires: \_\_\_\_\_  
(1, 3, or permanently) years from date of service

\_\_\_\_\_  
Witness Signature Date



## NOTICE OF CRIMINAL TRESPASS FOR FAMILY MEMBERS

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

I, \_\_\_\_\_, have been advised that the Rogersville Housing Authority has or will be attempting to serve: \_\_\_\_\_ a Notice of Criminal Trespass, restricting him / her from entering the Rogersville Housing Authority property at any time or for any reason without prior knowledge and consent of the Rogersville Housing Authority Management. This restriction shall include all common areas such as offices, community buildings, shops, warehouses, playgrounds, parking lots, sidewalks, etc., as well as individual apartments, porches, and yards all being the property of the Rogersville Housing Authority.

I understand that if I allow this family member or person to be at my residence or on any property owned by the Rogersville Housing Authority, I will immediately be sent a 30-Day Lease Cancellation for Violation of the Notice of Criminal Trespass issued on \_\_\_\_\_.

This notice is effective for \_\_\_\_\_ (1, 3, permanently) years from date of service. After that time, this person can reapply, however, a criminal background investigation will be conducted prior to approval or disapproval to allow back in the Public Housing Program.

Rogersville Housing Authority

Rodney Roberson, Executive Director

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

Date Served: \_\_\_\_\_ Served By: \_\_\_\_\_

Location: \_\_\_\_\_ Photo: Yes \_\_\_\_\_ No \_\_\_\_\_ On File \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Rogersville  
Church Hill  
Rutledge



TEL 423-272-8540  
FAX 423-272-4710  
TTY 1-800-848-0298

## **SPECIAL VISIT PERMISSION**

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

This is to advise that \_\_\_\_\_, who has previously been issued a written notice of trespassing by the Rogersville Housing Authority, has permission to visit:

Tenant Name or Place to Visit: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Reason for Visit: \_\_\_\_\_

Date(s) of Visit(s): Start: \_\_\_\_\_ End: \_\_\_\_\_

Time(s) From: \_\_\_\_\_ To: \_\_\_\_\_

Expires: \_\_\_\_\_

### **IMPORTANT:**

This document gives \_\_\_\_\_ permission to be at the above location on the time(s) and date(s) indicated above and for the reason(s) stated above. Travel to and from the indicated location must be by the most direct route. This does not give permission for the above-named person to be on or in any other RHA owned apartment, building, or grounds.

**THIS DOCUMENTS MUST BE IN THE POSSESSION OF THE ABOVE-NAMED PERON WHEN ON ROGERSVILLE HOUSING AUTHORITY PROPERTY.**

This special Visit Permission expires on: \_\_\_\_\_

\_\_\_\_\_  
Head of Household Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Authority Official

\_\_\_\_\_  
Date



The Rogersville Housing Authority is an Equal Housing Opportunity. No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, sexual preference, gender identity or disability be excluded from participation in, be denied the benefits, or be otherwise subjected to discrimination under the Rogersville Housing Authority's programs.

**34.0**

Resolution 7/12/2018

**SMOKE FREE POLICY**

Approved by Board

**Effective July 30, 2018**

Revision effective 1/10/2019

Tenants and all members of a Tenant's family or household are parties to a written lease with the Rogersville Housing Authority (RHA). This policy states the following additional terms, conditions, and rules which are hereby incorporated into the Apartment Lease Agreement.

**PURPOSE**

RHA desires to 1) mitigate the irritation and known health risks from secondhand smoke; 2) reduce and eliminate the increased maintenance and cleaning costs caused by smoking within the residence; 3) reduce and eliminate the increased risk of a fire caused within the residence due to smoking.

**DEFINITIONS**

**"Smoking"** means engaging in an act that generates smoke, such as: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind including electronic cigarette (vape); or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind, or an electronic cigarette.

**"Smoke"** includes, but is not limited to, tobacco smoke, marijuana smoke, and smoking any other products, legal or illegal.

**"Tobacco Product"** means any substance containing tobacco leaf and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the exception that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

**SMOKE FREE POLICY**

Smoking anywhere inside the dwelling units or building of the apartment community is strictly prohibited. All forms of smoking inside any dwelling unit, building, or interior of any portion of the community area are strictly prohibited, as well as in outdoor areas within 25-feet from public housing administrative and maintenance office buildings. Any violation of the no-smoking policy is a material and substantial violation of the Lease Agreement.

This policy extends to, but is not limited to, the leasing offices, building interiors, common areas, dwelling units, all interior areas of the community and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds.

Even though smoking may be permitted in outdoor areas of the apartment community, RHA reserves the right to direct that occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety, or welfare or disturbing the enjoyment of the premises, or business operations of RHA, other residents, or guests.

**Compliance:** Enforcement of this Smoke Free Policy is a joint responsibility that requires occupants' cooperation in reporting incidents or suspected violations of smoking. Occupants must report the violations of the no-smoking policy before RHA is obligated to investigate and act, and occupants must cooperate with RHA in prosecution of any violation. RHA shall take reasonable steps to ensure compliance with the terms and provisions of this policy. Residents shall be responsible for informing guests, visitors, invitees and / or service contractors of the Smoke Free Policy and shall ensure they comply with this Smoke Free Policy. Residents will be financially responsible for any costs incurred by RHA due to violation(s) of the Smoke Free Policy by guests, visitors and / or service contractors. Costs incurred include up to a \$25 charge for removing cigarette butts from anywhere on the property that are not properly disposed of. Further, residents shall promptly notify RHA of any incident involving smoking or migrating secondhand smoke.



**Disclaimer:** By signing the Public Housing Dwelling Lease Agreement, which incorporates this policy, Resident acknowledges the following: a) that the adoption and / or enforcement of the Smoke Free Rule shall not make RHA a guarantor of resident's health or of the smoke-free condition of the resident's apartment and the common areas; b) the adoption and / or enforcement of the Smoke Free Rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the resident; and c) that RHA's ability to police, monitor, or enforce the Smoke Free Rule is dependent in significant part on compliance by the resident and resident's guests. **RHA is not required to take steps in response to smoking unless RHA receives a notice of the presence of cigarette smoke, via RHA agent, personal knowledge, and / or written notice by a resident.** RHA specifically disclaims any implied or express warranties that the building, common areas, or resident's premises will have any higher or improved air quality standards than any other rental property. RHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.

**Lease Violations:** Residents are responsible for the actions of their household, their guests, and visitors. Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. In addition to eviction, residents who violate this policy will be financially responsible for any damages resulting from smoking, such as increased maintenance, cleaning, and turnover cost.

**Enforcement Procedures:** The RHA shall give a tenant five (5) opportunities to remedy non-compliance with the Smoke Free Policy. The following is an outline of the enforcement procedure, which is not meant to be an exclusive description of enforcement steps and is subject to change in general or for specific cases:

1<sup>st</sup> Infraction – Verbal Warning

2<sup>nd</sup> Infraction – Management shall issue a written Notice of Non-Compliance to the tenant that will remind the tenant of the Smoke Free Policy and their obligation to comply with said policy in accordance with the Lease Agreement.

3<sup>rd</sup> Infraction – Management shall issue a Second Notice of Non-Compliance in writing to the tenant along with a copy of this policy, citing potential consequences for future violations of their Lease agreement.

4<sup>th</sup> Infraction – Management shall schedule a private conference with the tenant.

5<sup>th</sup> Infraction – Management shall refer to RHA Legal Counsel for lease enforcement.

**At vacancy, if the apartment is damaged by smoke, the RHA will keep a portion or all of the Security Deposit and may charge an extra fee depending on the damage.**

**Acknowledgement:** By signing the Public Housing Dwelling Lease Agreement, residents acknowledge that a violation could lead to termination of right of possession or the right to occupy the dwelling unit and premises. If the resident or someone in the resident's household is a smoker, the resident should carefully consider whether they will be able to abide by the terms of this policy. Before signing, resident must advise the RHA whether anyone who will be living in the dwelling is a smoker.

## **35.0 LEAD-BASED PAINT POLICY AND PROCEDURES**

### **PURPOSE**

This policy and procedure has been developed to establish a process to be followed by the Rogersville Housing Authority in complying with the requirements of the following guidelines and regulations.

- A. The Lead-Based Paint Poisoning Prevention Act.
- B. "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" June 1995.
- C. 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures, Lead Safe Housing Rule and Lead Disclosure Rule.
- D. EPA Regulations 40 CFR Part 745, Renovation, Repair and Painting (RRP) Rule.

### **Lead-Based Paint Notifications**

The Rogersville Housing Authority will notify all residents, homebuyers, and applicants that they reside in, or are applying for residence in, a dwelling unit that was built before 1978 and may contain lead-based paint (LBP) hazards, where applicable.

The Rogersville Housing Authority will maintain signed resident/applicant receipts of the required notification.

### **Lead-Based Paint Maintenance**

The Rogersville Housing Authority will inspect for defective paint during all routine inspections. Where defective paint is identified and determined to contain abatable levels of lead paint, the Rogersville Housing Authority will either cover or remove the defective paint, as appropriate. Defective paint spots will be treated within a reasonable time as determined by the Executive Director.

### **Dwellings and Child Care Facilities Related To EBL Children**

Where children with Elevated Blood Levels (EBL) are identified in any dwelling unit or child care facility, the Rogersville Housing Authority will adhere to the following procedure:

- A. Dwellings or child care facilities will be tested for the presence of LBP within five days of health department notification of an EBL child.
- B. When full abatement cannot be accomplished within 14 days of notification, the family will be relocated to a non - LBP dwelling.
- C. After abatement of dwelling units or child care facilities, a final inspection and clearance testing will be conducted.
- D. The Rogersville Housing Authority will utilize the services of an EPA trained and certified inspector to conduct initial and clearance testing in accordance with the LBP Guidelines.

### **Lead-Based Paint Risk Assessment**

The Rogersville Housing Authority will conduct lead-based paint risk assessments on all of its pre-1980 developments (excluding all elderly developments) to comply with the HUD Lead-Based Paint Risk Assessment Protocol.

Testing will be conducted to comply with the schedule provided in Title 10 of the Housing and Community Development Act of 1992, as amended.

Following completion of the assessment, the Rogersville Housing Authority will implement in - place management procedures, as prescribed in the Lead-Based Paint Risk Assessment Protocol, for any developments identified to have lead dust and/or soil hazards.

## **Testing for the Presence of LBP Hazards**

As required by HUD regulations, the Rogersville Housing Authority conducted LBP testing on all pre- 1978 developments. Testing was conducted in accordance with the LBP Interim Guidelines and included the following criteria:

- A. Random sampling was conducted on all interior and exterior painted surfaces.
- B. The Rogersville Housing Authority used the most current standard published by the U.S. Department of Housing and Urban Development.
- C. The Rogersville Housing Authority inspected the number of units in each development based on the table for random sampling set out in the LBP Interim Guidelines.

Test results and substrate conditions will be maintained for all developments, including units, common areas, and exterior building surfaces.

The Rogersville Housing Authority will attempt to purchase insurance covering the lead-based paint testing prior to the start of testing. The certificate of insurance will specifically state that it covers the hazards involved in LBP testing and will insure both the Rogersville Housing Authority and testing firm.

## **LBP Testing Units Proposed for Acquisition**

Where the Rogersville Housing Authority proposes to acquire pre-1978 properties for housing developments, testing for the presence of LBP hazards will be conducted during the property appraisal process. Testing will include random sampling of the number of units recommended in the LBP Guidelines and testing of all interior and exterior surfaces. The standard of 1.0 mg/cm<sup>2</sup> or 0.5 percent by weight will be used to identify LBP hazards.

Where LBP is identified, the Rogersville Housing Authority will establish an estimated cost for abatement of LBP hazards at the time of appraisal for cost comparison purposes.

Test results and substrate conditions will be maintained on all developments including buildings, dwelling units, common areas, exterior surfaces, and child care facilities to be the Rogersville Housing Authority- owned or operated.

The Rogersville Housing Authority will attempt to purchase insurance covering the lead-based paint testing prior to the start of testing. The certificate of insurance will specifically state that it covers the hazards involved in LBP testing and will insure both the Rogersville Housing Authority and testing firm.

## **Notification of Positive Test Results**

When LBP hazards are identified in a development, the Rogersville Housing Authority will notify all residents, homebuyers, and applicants that the property has been tested and does contain LBP.

## **Training Requirements**

All Contractors and Rogersville Housing Authority personnel that perform renovation, repair and painting projects that disturb lead-based paint in homes and chilled occupied facilities built before 1978 must be EPA certified as renovators and must follow specific work practices to prevent contamination.

## **Abatement of LBP Hazards**

The Rogersville Housing Authority will follow the criteria below regarding abatement activities in all units under management and/or units proposed for acquisition:

- A. Issue EPA's pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child

Care Providers and Schools” to residents prior to undertaking any lead-based paint renovation activities.

- B. An abatement plan will be developed prior to abatement.
- C. LBP abatement will be coordinated with other modernization work.
- D. Pre-abatement testing, abatement monitoring and testing, and post-abatement testing and certification will be conducted for all LBP abatement.
- E. Only industry-standard, acceptable abatement strategies will be applied.
- F. Abatement specifications will require containment of all LBP debris.
- G. Visual inspection and clearance wipe sampling will be conducted after abatement.
- H. Wipe testing clearance limits will be those recommended by the Interim LBP Guidelines.
- I. Units will be required to pass final clearance testing prior to re-occupancy.
- J. The Rogersville Housing Authority will procure, or require the abatement contractor to procure, insurance to cover both the Rogersville Housing Authority and the contractor against the hazards involved in the LBP statement.
- K. The Rogersville Housing Authority will require that all testers and workers involved in lead related activities meet the EPA regulations regarding training and accreditation.

### **Resident Protection During LBP Abatement**

The Rogersville Housing Authority will provide protection for all residents living in projects undergoing LBP abatement including:

- A. Relocation of residents where abatement involves interior surfaces.
- B. Notification to residents and maintenance of a clear, safe exit from the dwelling unit at all times during exterior abatement.

### **Worker Protection During LBP Abatement**

The Rogersville Housing Authority will require that all LBP abatement be conducted to insure adequate worker protection for all abatement workers (force account labor or contract labor) on all the Rogersville Housing Authority-owned properties. These worker protection procedures will include:

- A. Supervisor and worker training.
- B. Engineering and work practice controls.
- C. Use of appropriate respirators.
- D. Protective clothing.
- E. Personal hygiene facilities.
- F. Physical examinations.
- G. Blood lead monitoring.
- H. Exposure monitoring (personal) of airborne lead dust.

I. Record keeping of all abatement activities.

**Disposal of LBP Waste**

The Rogersville Housing Authority will require the proper disposal of all hazardous LBP waste generated by either contract work or force account labor in accordance with federal, state, and local laws. Where required, the appropriate EPA Small quantity Generator procedures will be followed.

An EPA identification number and a hazardous waste manifest will be obtained for all abatement projects that generate a large amount of hazardous waste.

Where required by law, Toxicity Characteristic Leaching Procedure (TCLP) testing will be conducted.

LBP debris will be disposed of at a licensed hazardous waste disposal facility where required.

**HUD information about lead-based paint.**

Use the link below to learn more about protecting your family from lead in your home.

[https://www.hud.gov/sites/documents/protect\\_family\\_lead\\_2012.pdf](https://www.hud.gov/sites/documents/protect_family_lead_2012.pdf)

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim re-examinations.

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

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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 re-examination effective date; and
3. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period from assets to which any member of the family has access (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** a PERSON OR FAMILY THAT HAS APPLIED FOR ADMISSION TO A PROGRAM BUT IS NOT YET A PARTICIPANT IN THE PROGRAM (24 CFR 5.403)

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles and not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income (See "imputed asset income" below).

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

**Bifurcate:** With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Business Days:** Days the housing authority is open for business.

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

**Child:** For purposes of citizenship regulations, a member of the family other than the family head of spouse who is under 18 years of age. (24 CFR 5.0504 (b)).

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

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

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

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from their 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 participate to determine eligibility or level of benefits (24 CFR 5.214)

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

**Covered Persons:** For purposes of the anti-drug provisions of this policy, a covered person is a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**Currently engaging in:** With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

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

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

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student (24 CFR 5.603(d)).

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and

that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides (24 CFR 5.403 (b)) (Also see “persons with disabilities”).

**Disabled Person:** See “person with disabilities.”

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403 (b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act].

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse or the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from the persons acts under the domestic or family violence laws of the jurisdiction.

**Drug:** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U. S. C. 802).

**Drug-related Criminal Activity:** The illegal manufacture, sale, distribution, or used of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug.

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

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

**Elderly/Disabled Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is a least 62 years of age. (1937 Housing Act).

**Employment:** Employment for admission preference purposes is defined as:

Employment must have been held continuously for a minimum of four (4) months with the twelve (12) month period prior to the time the preference is claimed and if not current, the employment was terminated solely due to an involuntary layoff of the employee by the employer. The employment must provide a minimum of 20 hours of work per week for the family member claiming the preference.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U. S. C 3601 et seq.) (24 CFR 5.100)



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

1. A Group of persons residing together, who have evidenced a stable family relationship for a minimum of six (6) months as evidenced by previous rental history.
2. A family with or without children;
3. An elderly family;
4. A near-elderly family;
5. A disabled family;
6. A displaced Family;
7. The remaining member of a tenant family;
8. A single person who is not an elderly or displaced person, a person with disabilities or the remaining member of a tenant family.

**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, through they may be temporarily absent. All family members are listed on the Apartment Lease.

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

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income base method. The flat rent is established by the housing authority based on a HUD mandate that it be set at not less than 80% of the Fair Market Rent. Families selecting the flat rent option have their income evaluated as required by the housing authority. The flat rent will be re-evaluated annually and adjusted according to HUD Guidelines.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis as defined by the institution.

**Guest:** Means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504 (b)).

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the Apartment Lease, and no one other than household members are listed on the Apartment Lease.

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

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

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

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

**Income Method:** A means of calculating a family's rent based on 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, family's income is evaluated at least annually.

**Interim (examination):** A re-examination of a family income, expenses, and household composition conducted between the regular annual recertification's when a change in a household's circumstances warrants such a re-examination.

**Law enforcement agency:** The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

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

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or lower family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family) including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and nonprescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, and transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504 (b)).

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

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

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504 (b)).

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

**Net Family Assets:**

1. Net Cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
3. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale). During the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received thereof. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 5.603 (d))

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

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

**Other person under the tenant's control:** For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on

behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

**Participant:** A family or individual that is assisted by the public housing program.

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

**Person with Disabilities:** A person who:

1. Has a disability as defined in 42 U. S. C. 423.
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - a. Is expected to be of long continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently; and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
3. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

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

**Premises:** for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

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

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income re-examination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520).

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

**Public Housing Agency (Rogersville Housing Authority):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual re-examination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the Apartment Lease who continues to live in the public housing dwelling after all other family members have left.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

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

**"Smoke"** includes, but is not limited to, tobacco smoke, marijuana smoke, and smoking any other products, legal or illegal.

**"Smoking"** means engaging in an act that generates smoke, such as: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, or a lighted cigarette of any kind including electronic cigarette (vape); or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind, or an electronic cigarette.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 Rev-2, 3-5)

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

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

**Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **Seven (7)** calendar days, the Housing Authority must agree to the absence.

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

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

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total payment less the utility allowance (24 DFR 5.603 (d)).

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**"Tobacco Product"** means any substance containing tobacco leaf and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the exception that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial Apartment Lease is effective on or after August 1, 1982:
    1. Total tenant payment is the amount calculated under Section 3 (a) (10 of the 1937 Act which is the higher of:
      - a. 30% of the family's monthly adjusted income;
      - b. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard or need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

  - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial Apartment Lease was effective before August 1, 1982; Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial Apartment Lease was effective before August 1, 1982.

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

**VAWA:** The Violence Against Woman and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006) as amended by the U. S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S 1437f)..

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

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

It includes such benefits even when they are:

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

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

The term “assistance” excludes:

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

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

**Written notification:** All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

## ACRONYMS/ABBREVIATIONS

ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Policy
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act.
NOFA	Notice of Funding Availability
OMB	(U. S.) Office of Management and Budget
PHA	Public Housing Agency
RHA	Rogersville Housing Authority
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment