



**ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
FOR THE CONVENTIONAL PUBLIC HOUSING PROGRAM**

**2022**

## **Chapter 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

A.	LOCAL OBJECTIVES.....	1
B.	PURPOSE OF THE POLICY.....	1
C.	FAIR HOUSING POLICY .....	2
D.	REASONABLE ACCOMMODATIONS AND REASONABLE MODIFICATIONS....	3
E.	VIOLENCE AGAINST WOMEN ACT .....	7
F.	FAMILY OUTREACH .....	8
G.	PRIVACY STATEMENT .....	8
H.	CONFIDENTIALITY.....	8
I.	VAWA CONFIDENTIALITY .....	10

## **Chapter 2**

### **ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING**

#### **PART I: ELIGIBILITY**

A.	QUALIFICATION FOR ADMISSION .....	11
B.	DEFINITION OF FAMILY .....	12
C.	MANDATORY SOCIAL SECURITY NUMBERS .....	15
D.	CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS .....	15
E.	DENIAL FOR PREVIOUS DEBTS.....	16
F.	INCOME LIMITS .....	16

#### **PART II: SCREENING FOR SUITABILITY**

A.	SUITABILITY CRITERIA .....	16
B.	SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY .....	19
C.	OTHER SUITABILITY FACTORS .....	22
D.	QUALIFIED AND UNQUALIFIED APPLICANTS .....	23
E.	DOCUMENTATION OF FINDINGS.....	24
F.	PROHIBITED CRITERIA FOR DENIAL OF ADMISSION .....	25

## **Chapter 3**

### **APPLICATIONS AND MANAGEMENT OF THE WAITING LIST**

#### **PART I: APPLICATIONS**

A.	ENTERING NEW APPLICANTS ON A WAITING LIST.....	27
B.	PROCEDURES FOR INITIAL APPLICATION TO A WAITING LIST.....	28
C.	NOTIFICATION OF APPLICANT STATUS .....	28
D.	OPENING AND CLOSING OF A WAITING LIST.....	29
E.	REMOVAL FROM A WAITING LIST AND PURGING .....	29
F.	WAITING LIST PREFERENCES .....	30
G.	VERIFICATION OF PREFERENCE QUALIFICATION .....	33

H.	PREFERENCE DENIAL.....	33
I.	FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION .....	34
J.	INCOME TARGETING.....	34
K.	UNITS DESIGNATED FOR THE ELDERLY.....	34
L.	UNITS DESIGNATED FOR THE DISABLED .....	35
M.	GENERAL OCCUPANCY UNITS .....	36
N.	DECONCENTRATION OF POVERTY AND INCOME MIXING .....	36
O.	PROMOTION OF INTEGRATION.....	38
P.	COMPLETION OF A FULL APPLICATION.....	38
Q.	PROCESSING FULL APPLICATIONS.....	39
R.	FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY .....	40
S.	PLAN FOR UNIT OFFERS .....	40
T.	CHANGES PRIOR TO UNIT OFFER.....	41
U.	OFFER OF ACCESSIBLE UNITS .....	41
V.	TIME LIMIT FOR ACCEPTANCE OF UNIT .....	41
W.	APPLICANT STATUS AFTER FINAL UNIT OFFER.....	42
X.	REQUIREMENT TO ATTEND INTERVIEW .....	42
Y.	APPLICANTS UNABLE TO TAKE OCCUPANCY .....	42

## Chapter 4

### DWELLING UNIT OCCUPANCY STANDARDS

A.	DETERMINATION OF BEDROOM SIZE.....	44
B.	EXCEPTIONS TO OCCUPANCY STANDARDS .....	45
C.	OCCUPANCY STANDARDS ARE APPLICABLE TO TRANSFERS.....	46
D.	OCCUPANCY BY POLICE OFFICERS.....	46

## Chapter 5

### DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS

#### PART I: DETERMINATION OF TOTAL TENANT PAYMENT (TTP)

A.	MINIMUM RENT .....	47
B.	INCOME AND ALLOWANCES.....	49
C.	MEDICARE PRESCRIPTION DRUG PLAN- PART D PROGRAM.....	56
D.	EARNED INCOME DISALLOWANCE (EID) .....	57
E.	TRAINING PROGRAMS FUNDED BY HUD.....	60
F.	AVERAGING INCOME .....	61
G.	INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME .....	61
H.	REGULAR CONTRIBUTIONS AND GIFTS.....	61
I.	ALIMONY AND CHILD SUPPORT .....	61
J.	LUMP-SUM RECEIPTS.....	62
K.	CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS .....	62
L.	ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE .....	63

M.	CHILD CARE EXPENSES.....	63
N.	MEDICAL EXPENSES.....	63
O.	PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES .....	64
P.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS.....	65
Q.	UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS .....	66
R.	EXCESS UTILITY PAYMENTS .....	66

## **PART II: FAMILY CHOICE IN RENTS**

A.	FAMILY RENT CHOICE.....	67
B.	FLAT RENTS.....	67
C.	INCOME-BASED RENTS.....	67
D.	SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES.....	68
E.	LACDA’S FLAT RENT METHODOLOGY.....	68
F.	ANNUAL RECERTIFICATION .....	69

## **Chapter 6**

### **VERIFICATION PROCEDURES**

A.	METHODS OF VERIFICATION AND TIME ALLOWED.....	70
B.	RELEASE OF INFORMATION.....	72
C.	ITEMS TO BE VERIFIED.....	72
D.	VERIFICATION OF INCOME.....	74
E.	INCOME FROM ASSETS .....	78
F.	VERIFICATION OF ASSETS .....	79
G.	VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME.....	80
H.	VERIFYING NON-FINANCIAL FACTORS .....	82
I.	VERIFICATION OF SUITABILITY FOR ADMISSION .....	89
J.	VERIFICATION OF WAITING LIST PREFERENCES .....	90
K.	VERIFICATION OF VAWA STATUS.....	90

## **Chapter 7**

### **TRANSFER POLICY**

A.	LACDA INITIATED TRANSFERS .....	92
B.	RESIDENT INITIATED TRANSFERS.....	93
C.	PROCESSING TRANSFERS .....	94
D.	UNIT OFFERS .....	95
E.	GOOD RECORD REQUIREMENT FOR ALL TRANSFERS.....	96
F.	SECURITY DEPOSITS AND PAYMENT OF DEBT ASSOCIATED WITH THE PRE-TRANSFER UNIT .....	96
G.	RESIDENT’S RESPONSIBILITY.....	97
H.	RECERTIFICATION .....	98
I.	VAWA EMERGENCY TRANSFER PLAN .....	98

## **Chapter 8**

### **LEASE AGREEMENT**

A.	LEASE ORIENTATION .....	101
B.	TERM OF LEASE AGREEMENT .....	102
C.	EXECUTION OF LEASE .....	102
D.	MODIFICATIONS TO THE LEASE .....	103
E.	ADDITIONS TO THE LEASE .....	104
F.	LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES.....	105
G.	UTILITY SERVICES.....	105
H.	SECURITY DEPOSITS .....	105
I.	RENT PAYMENTS.....	106
J.	PAYMENT OF OTHER CHARGES .....	108
K.	NONPAYMENT PENALTIES .....	108
L.	SCHEDULES OF MAINTENANCE CHARGES .....	108
M.	INSPECTIONS OF PUBLIC HOUSING UNITS.....	108
N.	GUEST POLICY .....	112
O.	HOME OCCUPATIONS.....	112

## **Chapter 9**

### **PET POLICY—ELDERLY/DISABLED DEVELOPMENTS**

A.	ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.....	116
B.	SERVICE AND ASSISTANCE ANIMAL STANDARDS.....	117
C.	LACDA APPROVAL OF PETS .....	117
D.	PET STANDARDS .....	117
E.	INNOCULATION AND REGISTRATION OF PETS.....	120
F.	PET CARE STANDARDS.....	121
G.	NOTICE OF PET RULE VIOLATIONS .....	123
H.	FINANCIAL OBLIGATIONS RELATING TO PETS-PET DEPOSITS .....	124
I.	ALTERATIONS TO UNIT .....	125
J.	ADDITIONAL REQUIREMENTS.....	125
K.	PET CARE.....	125
L.	INSPECTIONS .....	125
M.	EMERGENCIES.....	125
N.	PROTECTION OF PETS .....	126

## **Chapter 10**

### **PET POLICY—GENERAL OCCUPANCY SITES**

A.	ANIMALS THAT ASSIST PERSONS WITH DISABILITIES.....	128
B.	SERVICE AND ASSISTANCE ANIMAL STANDARDS.....	129
C.	LACDA APPROVAL OF PETS .....	129

D.	PET STANDARDS .....	129
E.	INNOCULATION AND REGISTRATION OF PETS .....	132
F.	PET AGREEMENT .....	133
G.	DESIGNATION OF PET/NO-PET AREAS .....	134
H.	FEES AND DEPOSITS FOR PETS .....	134
I.	ALTERATIONS TO UNIT .....	134
J.	ADDITIONAL REQUIREMENTS .....	135
K.	PET WASTE REMOVAL CHARGE .....	135
L.	PET CARE .....	135
M.	RESPONSIBLE PARTIES .....	135
N.	PET RULE VIOLATION NOTICE .....	135
O.	NOTICE FOR PET REMOVAL .....	136
P.	TERMINATION OF TENANCY .....	136
Q.	PET REMOVAL .....	136
R.	EMERGENCIES .....	136

## Chapter 11

### STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATIONS

A.	ELIGIBILITY FOR CONTINUED OCCUPANCY .....	137
B.	ANNUAL RECERTIFICATION .....	137
C.	REPORTING INTERIM CHANGES .....	141
D.	INTERIM RECERTIFICATION POLICY .....	141
E.	INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS .....	143
F.	TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) .....	145
G.	REPORTING OF CHANGES IN FAMILY COMPOSITION .....	146
H.	REMAINING MINOR MEMBER OF TENANT FAMILY-RETENTION OF UNIT .....	150
I.	REMAINING ADULT MEMBER OF TENANT FAMILY-RETENTION OF UNIT .....	151
J.	CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES .....	151

## Chapter 12

### LEASE TERMINATIONS

A.	TERMINATION BY RESIDENT .....	153
B.	TERMINATION BY LACDA .....	153
C.	NOTIFICATION REQUIREMENTS .....	155
D.	CRIMINAL ACTIVITY .....	156
E.	NON-SMOKING .....	157
F.	PEST CONTROL .....	159
G.	VAWA .....	162
H.	TERMINATION DUE TO INELIGIBLE IMMIGRATION STATUS .....	163

## **Chapter 13**

### **FRAUD POLICY**

A.	CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD.....	164
B.	STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD .....	165
C.	STEPS TO DETECT PROGRAM ABUSE AND FRAUD .....	165
D.	THE LACDA’S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD.....	167
E.	HOW THE LACDA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD .....	167
F.	PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE LACDA .....	168
G.	CONCLUSION OF THE LACDA’S INVESTIGATIVE REVIEW .....	169
H.	EVALUATION OF THE FINDINGS .....	169
I.	PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED .....	169

## **Chapter 14**

### **GRIEVANCES AND APPEALS**

#### **PART I: APPEALS**

A.	APPEALS BY APPLICANTS .....	173
B.	HEARING AND APPEAL PROVISIONS FOR “RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS” .....	173

#### **PART II: GRIEVANCE PROCEDURES**

A.	DEFINITIONS.....	175
B.	APPLICABILITY .....	175
C.	INFORMAL CONFERENCE .....	176
D.	FORMAL HEARING.....	177
E.	PROCEDURES TO OBTAIN A HEARING .....	178
F.	HEARING PROCEDURES.....	179
G.	DECISIONS OF THE HEARING OFFICER .....	180
H.	LACDA EVICTION ACTIONS .....	181

## **Chapter 15**

### **FAMILY DEBTS TO THE LACDA**

A.	REPAYMENT AGREEMENT FOR FAMILIES .....	182
B.	FAMILY DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION.....	184
C.	REPAYMENT AGREEMENTS AT CONCLUSION OF TENANCY OR RESOLUTION OF EVICTION PROCEEDINGS .....	185
D.	FAMILY DEBTS PAID IN FULL .....	185

## **Chapter 16**

### **COMMUNITY SERVICE REQUIREMENT FOR CONVENTIONAL PUBLIC HOUSING PROGRAM**

A.	REQUIREMENT .....	186
B.	EXEMPTIONS .....	186
C.	SATISFYING THE COMMUNITY SERVICE REQUIREMENTS .....	188
D.	ANNUAL COMPLIANCE CERTIFICATION .....	190
E.	NONCOMPLIANCE .....	191
F.	INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE .....	192

## **Chapter 17**

### **LACDA CURFEW AND LOITERING POLICIES AND PROCEDURES**

A.	DUTIES AND RESPONSIBILITIES .....	193
B.	NIGHTTIME CURFEW .....	193
C.	DAYTIME CURFEW .....	194
D.	LOITERING .....	195
E.	BREACH OF THE LEASE .....	195
F.	NOTICES AND RECOMMENDATIONS .....	196
G.	REMEDIES .....	197
H.	ENFORCEMENT .....	197
I.	GRIEVANCE PROCEDURE .....	198

## **Chapter 18**

### **BANNING POLICIES AND PROCEDURES**

A.	DUTIES AND RESPONSIBILITIES .....	200
B.	BANNING REGULATION .....	200
C.	BREACH OF THE LEASE .....	201
D.	NOTICES AND RECOMMENDATIONS .....	202
E.	ENFORCEMENT .....	202
F.	ENFORCEMENT BY RESIDENT MANAGERS .....	203
G.	ENFORCEMENT BY MANAGEMENT .....	203
H.	GRIEVANCE PROCEDURE .....	203

## **Chapter 19**

### **LIMITED ENGLISH PROFICIENCY**

A.	MEANINGFUL ACCESS FOUR-FACTOR ANALYSIS .....	204
B.	LANGUAGE ASSISTANCE .....	204
C.	MONITORING .....	207



D.	LEP PLAN DISTRIBUTION AND TRAINING .....	208
----	--	-----

## **GLOSSARY**

A.	TERMS USED IN DETERMINING RENT .....	210
B.	HOUSING TERMS .....	211
C.	TERMS USED IN THE NON-CITIZENS RULE.....	224
D.	TERMS USED IN THE VIOLENCE AGAINST WOMEN ACT PROVISIONS .....	225

## **APPENDIX A**

	HOUSING OPERATIONS TRANSLATED MATERIALS .....	227
--	---	-----

## **Chapter 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

#### **INTRODUCTION**

The Los Angeles County Development Authority (herein referred to as LACDA) is responsible for public and affordable housing stock located throughout Los Angeles County. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the LACDA strives for a high standard of property management. In addition, the LACDA believes that residents of public housing deserve a living environment that promotes individual achievement and empowers families.

The administration of the public housing program and the functions and responsibilities of the LACDA shall be in compliance with the Annual Contributions Contract (ACC), and this Admissions and Continued Occupancy Policy (herein referred as ACOP). The administration of the LACDA's housing program will also meet the requirements set forth by the U.S. Department of Housing and Urban Development (HUD). Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 Code of Federal Regulations (CFR), Parts V, VII and IX.

#### **A. LOCAL OBJECTIVES**

The ACOP demonstrates that the LACDA manages its program in a manner that reflects its commitment to improving the quality of housing available to the public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, the ACOP is designed to achieve the following objectives:

To provide improved living conditions for very low and low-income families while maintaining their rent payments at an affordable level.

To operate housing programs that provides decent, safe, and sanitary housing within a suitable living environment for residents and their families.

To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

#### **B. PURPOSE OF THE POLICY**

The purpose of the ACOP is to establish guidelines for the LACDA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements set forth by HUD with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the LACDA.

The LACDA Board of Commissioners must approve the original policy and any changes. Required portions of the ACOP will be provided to HUD.

### C. FAIR HOUSING POLICY

It is the policy of the LACDA to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The LACDA will comply with all laws relating to Civil Rights, including but not limited to:

Title VI of the Civil Rights Act of 1964

Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)

Executive Order 11063

Executive Order 13166

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975

Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

Any applicable State laws or local ordinances and any legislation protecting individual rights of residents, applicants or staff that may subsequently be enacted.

The LACDA shall not discriminate on the basis of race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law in the leasing, rental, or any other disposition of housing or related facilities, including land, that is part of any development or developments under the LACDA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information are displayed in locations throughout the LACDA's office in such a manner as to be easily readable from a wheelchair.

The LACDA's facilities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

The LACDA shall not, on account of race, color, religion, sex, gender, gender identity and

expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to their needs;

Provide housing that is different from that provided to others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission; or deny a person access to the same level of services.

The LACDA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets).

#### D. REASONABLE ACCOMMODATIONS AND REASONABLE MODIFICATIONS

The LACDA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations and reasonable modifications, so that they may fully access and utilize the housing program and related services. All requests for a reasonable accommodation and reasonable modification will be verified so that the LACDA can properly accommodate the need presented by the disability. All Residents will be provided with a copy of the "Notice to Applicants and Residents with Disabilities of the Los Angeles County Development Authority Policy Regarding Reasonable Accommodations and Reasonable Modifications" at Lease-In. All Residents will be provided with reasonable accommodation and reasonable modification request information during the following: Lease-In Application; Annual Reexamination; and During adverse actions. The Notice provides applicants and residents with their rights to and procedures to request a reasonable accommodation and/or reasonable modification.

This policy is applicable to all situations described in the ACOP including but not limited to when a family initiates contact with the LACDA, when the LACDA initiates contact with a family including when a family applies, and when the LACDA schedules or reschedules appointments of any kind.

Person with a Disability or People with Disabilities refers to a person who has:

A physical or mental impairment that limits one or more major life activities such as caring

for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning;

A record of such impairment; or

Being regarded as having such impairment, and includes all people covered by either federal or state law.

## **1. Reasonable Accommodation**

- A. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.
- B. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling.
- C. A request for a reasonable accommodation may be made at **ANY** time during the initial application process and throughout the tenancy. The request can be made orally to any staff member or in writing to the LACDA.
- D. It is unlawful for the LACDA to refuse to make reasonable accommodations when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.
- E. To show that a requested accommodation may be necessary, there **must** be an identifiable relationship, or NEXUS, between the requested accommodation and the individual's disability.
- F. A request for accommodation must be reasonable, i.e., does not pose an undue financial and administrative burden to the LACDA or require a fundamental change to LACDA's housing programs.

## **2. Reasonable Modification**

- A. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas.
- B. A request for a reasonable modification may be made at **ANY** time during the tenancy. The request can be made orally to any staff member or in writing to the LACDA.
- C. It is unlawful for the LACDA to refuse to allow a reasonable modification to the premises when such a modification may be necessary to afford persons with disabilities full enjoyment of the premises.

D. To show that a requested modification may be necessary, there **must** be an identifiable relationship, or NEXUS, between the requested modification and the individual's disability.

E. A request for a modification must be reasonable.

### Undue Hardship

Requests for reasonable accommodation and reasonable modification from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for the LACDA or fundamentally alter the nature of the LACDA's housing programs. An undue determination is made on a case-by-case basis and considers many factors, including, but not limited to, the cost of the requested accommodation, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-required needs.

In determining whether an accommodation would create an undue hardship, the following guidelines will apply:

The nature and cost of the accommodation needed;

The overall financial resources of the LACDA's Public Housing Program; and

The effect on expenses and resources, or the likely impact on the operation of the LACDA as a result of the accommodation.

### **Reasonable Accommodations and Reasonable Modifications Request Procedure**

A person who has a disability, has a physical or mental impairment that limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or being regarded as having such impairment, and includes all people covered by either federal or state law.

A resident with a disability as defined above, may ask for including but not limited to the following:

A modification to our rules or policies;

A change in the way we communicate with them or provide them information;

An alteration or change in their unit;

An accessible unit; or

An alteration or change to some other part of a LACDA owned property.

## Verification of a Request for a Reasonable Accommodation and/or Reasonable Modification

A request for a reasonable accommodation and/or reasonable modification can be made at any time.

If a person's disability is obvious or otherwise known to the LACDA, and if the need for the requested accommodation is readily known or apparent, the **LACDA will not request** the "Verification of the Need for Reasonable Accommodation and/or Reasonable Modification" form or any additional information about the requester's disability or the disability-related need for the accommodation.

A resident that requests a reasonable accommodation or reasonable modification will be given a packet that contains the following:

**Form 1:** Notice to Residents with Disabilities of the LACDA's Policy Regarding Reasonable Accommodations and/or Reasonable Modifications

**Form 2:** Request for a Reasonable Accommodation and/or Reasonable Modification

**Form 3:** Verification of the Need for Reasonable Accommodation and/or Reasonable Modification

Residents that request a Reasonable Accommodation and/or Reasonable Modification, and the disability is not readily known or apparent, must submit Forms 2 and 3 to the management office and in a legible written format. A resident may request to submit the required forms in an alternative format. The LACDA will request only information that is necessary to establish that the individual has a disability, the request describes the needed accommodation, and shows the relationship, or NEXUS, between the requested accommodation and the individual's disability.

The Reasonable Accommodation and Reasonable Modification records will be maintained using a secured tracking system to log the Reasonable Accommodation and Reasonable Modification records, including all the supporting documentation.

The housing development management staff will electronically forward the reasonable accommodation and/or reasonable modification request to the Property Manager for review. The Property Manager is to electronically assign the request to the ADA Compliance Officer at the LACDA's administrative office for processing. The ADA Compliance Officer will maintain a log of all requests, decisions and actions taken in the secured tracking system. The ADA Compliance Officer will scan a copy of the decision in the tenant's electronic file and will notify the site management office regarding the decision made.

The LACDA staff may engage in an **"interactive process"**, when needed, with the requestor to identify reasonable alternatives to address the request of a person with disabilities. The ADA Compliance Officer will send a decision in writing to the resident on the Reasonable Accommodation and/or Reasonable Modification Request form within 30 business days of receiving the request.

The Reasonable Accommodation and Reasonable Modification Request form will include an approval or a denial of the request. If denied, the form will include reasons for denial and possible alternative accommodations. The LACDA decision letter provides the residents with their rights under Chapter 14 “Grievances and Appeals”. If an accommodation request is denied and no alternative is found reasonable, the Resident will be afforded the opportunity to appeal the denial.

Management offices will be notified electronically by the ADA Compliance Officer of the Decision on Reasonable Accommodation or Reasonable Modification Request. The LACDA can access the written decision from the tenant’s electronic folder. All other supporting documents will be maintained in a secured system.

### **Posting of Required Information**

The LACDA will maintain a bulletin board in a conspicuous area of the management offices which **will** contain:

Current Schedule of Routine Maintenance Charges and Lock-out Charges

A Fair Housing Poster

Notice to Applicants and Residents with Disabilities of LACDA’s Policy Regarding Reasonable Accommodations and Reasonable Modifications

An Equal Opportunity in Employment Poster

Current Resident Notices

Required Public Notices

Utility Allowances Schedule

Flat Rents Schedule

A VAWA Poster

Notices Summarizing the Rights of Limited English Proficiency (LEP) Individuals

### **E. VIOLENCE AGAINST WOMEN ACT**

The LACDA’s policy is to comply with the 2013 Violence Against Women Reauthorization Act (VAWA) Public Law 113-4-March 7, 2013 and the clarifying VAWA policies in the Federal Register, “Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs” published in November 16, 2016. The LACDA shall not discriminate against an applicant, or public housing resident on the basis of the rights or privileges provided under VAWA.



The LACDA will provide a “Notice of Occupancy Rights under the Violence Against Women Act” HUD form-5380 and “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation” HUD form-5382 published in December 2016 to an applicant that is **denied assistance**, at **Lease-In** when a new household is admitted into the program and when a resident is **notified of eviction or termination of assistance**.

#### F. FAMILY OUTREACH

The LACDA will disseminate information to publicize the availability of housing units and housing-related services for very low-income families on a regular basis.

The LACDA will communicate the status of housing availability to other service providers in the community. The LACDA will advise them of housing eligibility factors and guidelines so that service providers can make proper referrals for those who seek housing.

#### G. PRIVACY STATEMENT

Applicants and participants, including all adults in their households, are **required** to sign the form HUD-9886, “Authorization for Release of Information and Privacy Act Notice.” This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The LACDA’s policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

#### H. CONFIDENTIALITY

It is the policy of the LACDA to comply fully with all Federal, State, and local laws and with rules and regulations governing Confidentiality in housing. Each LACDA staff signs a “Confidentiality Agreement” at the commencement of their employment and participates in an annual Confidentiality and Security Awareness training. Each LACDA staff agrees **not** to disclose any applicant/resident information, directly or indirectly, that is of a personal, private, and confidential nature, to any person the information does **not** pertain to, or use such information in any way, either during the term of their employment or at any other time thereafter, except as follows:

To an officer, authorized employee, or authorized representative of the LACDA who has a job related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance;

If the tenant/applicant (or tenant’s/applicant’s parent/guardian, if tenant is a minor) consents in writing;

If disclosure is allowed by Court Order;

If disclosure is made to medical personnel in a medical emergency;

To the duly court appointed guardian or conservator of the individual;

To a law enforcement or regulatory agency, if the use of the information requested is in an investigation of unlawful activity under the jurisdiction of the requesting agency or for licensing, certification, or regulatory purposes by that agency;

To any person pursuant to a subpoena, court order, or other compulsory legal process if, before the disclosure, the LACDA reasonably attempts to notify the individual to whom the record pertains, and if the notification is not prohibited by law;

Disclosure of any information about suspected child or elder abuse and/or neglect reported to appropriate state or local authorities pursuant to state or local law.

To share resident information that is necessary to determine eligibility for County welfare department programs or services for which the client has applied or is receiving, as authorized by the State of California Health and Safety Code, section 34217.

To report all families to the EIV System who were terminated for adverse actions or who left the program owing money to the LACDA.

To any individual or organization provided by the applicant/resident on Form HUD-92006 to the LACDA. Information shared with the individual or organization is limited to the reason(s) the individual may be contacted, as provided by Form HUD-92006.

To an individual who has been given power of attorney by the applicant or resident.

By signing the “Confidentiality Agreement”, the LACDA staff agrees that all files, records, documents and similar items relating to their employment, whomever prepared by, are and shall remain exclusively the property of the LACDA and that said files shall be removed from the premises only with the express consent of the Executive Director or his/her designee. A violation of the “Confidentiality Agreement” may result in disciplinary action up to and including termination of employment. The unauthorized release of information may subject the LACDA and the LACDA staff to civil action under the Quality Housing and Work Responsibility Act of 1998.

### **Confidentiality of Reasonable Accommodations and Reasonable Modifications Requests**

Any and all information, which would lead one to determine the nature and/or severity of a person’s disability will remain confidential and will be maintained in a secure tracking system. The personal information in this system must not be released except on an “as needed” basis in cases where an accommodation is under consideration. **If the LACDA receives a verification document that provides a person’s diagnosis or details of treatment for a disability or medical condition, the LACDA will dispose of it.** The LACDA will note the file that a disability (in place of the specific disability information) and any other information requested has been verified, the date the verification was received, and the name and address of the knowledgeable

professional who sent the information.

I. VAWA CONFIDENTIALITY

All VAWA information provided to the LACDA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

1. Requested or consented to by the individual in writing to release the information on a time limited basis;
2. Required for use in an eviction proceeding under subsection (1)(5) or (6) of Public Law 109-162 referencing amendments made to Section 6 of the United States Housing Act of 1937 (42 U.S.C. 1437d); or
3. Otherwise required by applicable law.

## **Chapter 2**

### **ELIGIBILITY AND SUITABILITY FOR ADMISSION TO PUBLIC HOUSING**

#### **[24 CFR Part 960, Subpart B]**

#### **INTRODUCTION**

This chapter describes the eligibility and suitability criteria for admission to the public housing program. The policy of the LACDA is to apply these criteria to evaluate the qualifications of families who apply. The LACDA will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the LACDA pertaining to their eligibility and suitability.

#### **PART I: ELIGIBILITY**

##### **A. QUALIFICATION FOR ADMISSION**

In order to be deemed eligible for admission to public housing, an applicant must meet the following criteria:

Meet the definition of a family as defined by HUD and the LACDA.

Has a head of household, co-head or spouse/marital-type partner where at least one of these members is either a U.S. citizen or eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an annual income at the time of admission that does not exceed the Income Limits for occupancy established by HUD and posted separately on the LACDA website.

Provide a Social Security number for all family members or will provide written certification that they legally cannot obtain Social Security numbers at this time and will notify the LACDA upon receipt of a Social Security number issued by the Social Security Administration office.

Meet the Suitability Criteria as set forth in this chapter.

Has no outstanding debts to this LACDA, any other PHA or any other governmental agency, excluding educational loans.

Has no current debt to a Utility Company or has entered into a repayment agreement with the Utility Company for outstanding debts.

The LACDA shall permanently deny admission to persons convicted of manufacturing or producing methamphetamine on the premises of assisted housing.

The LACDA shall deny admission to sex offenders who are subject to a lifetime registration requirement under a State sex offender's registration program.

**Violence Against Women Act (VAWA): Perpetrator removal or documentation of rehabilitation**

In cases where the applicant family includes the perpetrator as well as the victim, the LACDA will require either:

1. That the perpetrator be removed from the household and not reside in the unit; or
2. That the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.
  - If the family chooses the second option, the documentation **must** be signed by an employee or agent of a domestic violence service provider or administrative agency, or by a mental health, medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse.
  - The signer of the documentation **must** attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator **must** also sign and attest to the documentation.

Timing for the Verification of Qualifying Factors

The LACDA shall not verify eligibility factors until the LACDA "batches" applicant files from one of the thirteen site-based waiting lists after determining that a sufficient number of vacancies warrant a pool of eligible applicants.

B. DEFINITION OF FAMILY

Definition of Family

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

A single person, who is an elderly person, displaced person, a person with disabilities, near-elderly person, or any other single person; or

A group of persons residing together, and such group include, but is not limited to:

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

- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family;
- (6) The remaining member of a tenant family;
- (7) A foster care arrangement, or a kinship care arrangement;
- (8) Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family;
- (9) Live-In Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no right of tenancy or continued occupancy; and
- (10) Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy; the term family also includes the remaining member of a resident family with the capacity to execute a lease.

Elderly, disabled, and displaced families as defined by HUD in CFR 5.403.

Other families are defined by the LACDA as follows:

A family, other than an elderly, disabled, or displaced family, is defined by the LACDA as one or more persons who intend to share residency in the public housing unit, and whose income and resources are available to meet the family's needs.

#### Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

#### Spouse of Head

"Spouse" means the husband or wife of the head.

The definition of "spouse" is the marriage partner who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common-law marriage. The term "spouse"

does not apply to boyfriends, girlfriends, significant others, or co-heads.

### Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

### Live-In Aides

A family may include a live-in aide provided that such live-in aide:

Is determined by the LACDA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program.

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the resident family.

Relatives are not automatically excluded from being live-in aides, but they **must** meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit, providing that doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the LACDA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider **must** certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50–61) or disabled.

Verification of the need for a live-in aide **must** include the hours the care will be provided.

The LACDA has the right to disapprove a request for a live-in aide based on the “Other Eligibility Criteria” described in this chapter. A family has the right to an appeal of the decision under Chapter 14 “Grievances and Appeals”.

The family is responsible for the actions of the live-in aide. The live-in aide **must** comply with obligations of the family to maintain the unit and premises in a decent, safe and sanitary manner and not to disturb the peaceful enjoyment of the premises. Prior to residing in public housing, a live-in aide **must** pass a criminal background check, be deemed suitable by the LACDA and is required to execute a “Live-in Aide Agreement” with the LACDA.

#### Spouses Living Apart

An applicant who declares that he/she is married but living apart from their spouse, **must** provide proof of address for their spouse including but not limited to a utility bill, Lease or other LACDA acceptable address verification. Proof of legal separation may be requested from the LACDA.

#### C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216]

Families are required to provide verification of Social Security Numbers issued by the Social Security Administration office for all family members prior to admission, or written certification that they legally cannot obtain Social Security numbers at this time and will notify the LACDA upon receipt of a Social Security number. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial of admission or termination of tenancy.

If a member legally cannot obtain a Social Security Number, he/she must sign a certification stating that he/she does not have one. The certification shall:

State the individual’s name, state that the individual has not been issued a Social Security Number;

State that the individual will disclose the Social Security Number to the LACDA, if he/she obtains one at a later date;

Be signed and dated.

#### D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen, a citizen of the Freely Associated States of the Marshall Islands, the Federated States of Micronesia, and Palau, or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family’s status is defined.

Mixed Families: A family is eligible for assistance as long as at least one member is a



citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed.” Such applicant families will be notified that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Non-eligible members: Applicant families that include only non-eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students: As defined by HUD in the non-citizen regulations, non-citizen students are not eligible for assistance.

The LACDA will establish and verify eligibility no later than the date of the family’s first annual reexamination.

E. DENIAL OF ADMISSION FOR PREVIOUS DEBTS TO THE LACDA, ANY HOUSING AUTHORITY OR ANY OTHER GOVERNMENTAL AGENCY

Previous outstanding debts incurred by all adult members of an applicant household to LACDA, any Housing Authority, or any other governmental agency, excluding educational loans, must be paid in full prior to admission.

F. INCOME LIMITS

Income eligibility for the public housing program is based on the total anticipated income from all sources received by any family member except for listed income exclusions in Chapter 5. Income limits are determined by HUD and updated annually. The LACDA shall use income guidelines provided by HUD to determine program eligibility for the public housing program. These income guidelines will be posted at all times at the LACDA’s site management offices and the LACDA website.

**PART II: SCREENING FOR SUITABILITY [24 CFR 960.204, 960.205]**

A. SUITABILITY CRITERIA

All applicants will be processed in accordance with HUD’s regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

To pay rent and other charges as required by the lease in a timely manner;

To care for and avoid damaging the unit and common areas;

To use facilities, appliances and equipment in a reasonable way;

To create no health or safety hazards, and to report maintenance needs in a timely manner;  
Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity;

Not to have ever been convicted of manufacturing or producing methamphetamine, also known as “speed,” on the premises of assisted housing;

Not to be subject to sex offender lifetime registration under a State sex offender registration program. \*

To comply with necessary and reasonable rules and program requirements of HUD and the LACDA; and

To comply with local health and safety codes.

In developing its admission policies, the aim of the LACDA is to attain a resident body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of the LACDA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

The LACDA will conduct a detailed oral, personal, or virtual interview of all applicants designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers may be subject to third party verification.

An applicant’s misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition, criminal history, or rent may result in denial of admission. If the LACDA discovers that an applicant misrepresented such information and that such misrepresentation led to the applicant’s admission, the applicant shall be deemed not eligible for admission and **shall** be subject to termination.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease. Should the applicant require assistance in order to comply with the terms of the lease, the applicant must notify the LACDA. (24 CFR 8.2 Definition: Qualified Individual with Disabilities). The availability of assistance is subject to verification by the LACDA.

---

\* This requirement includes minors from 13 to 17 years of age.

The LACDA's minimum age for admission as head of household is 18, so that the LACDA will avoid entering into leases that would not be valid or enforceable under applicable law. \*

As a part of the final suitability determination, the LACDA will screen each applicant household to assess their suitability as renters.

The LACDA will complete a credit check and rental history check on applicants 18 years of age or older, including emancipated youth within the family composition as noted on the application. The LACDA may complete a home visit at the current residence of all applicants who:

- Have had landlords refuse to sign their Resident Reference Form;

- Stated information on their application that is inconsistent with information on the credit and unlawful detainer report;

- Do not have an established residence at the time of their suitability review (e.g., state they live "here and there with friends");

- Have landlords raise suitability issues on the Resident Reference Forms;

- Have a criminal history that raises suitability concerns;

- Claim to have zero income (to establish how they are meeting their needs);

- Were interviewed by LACDA staff who has found the applicant's statement or behavior to raise concerns regarding suitability.

The LACDA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent;

- Eviction or records of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences, which may adversely affect the health, safety, or welfare of other residents or neighbors;

- Any history of criminal activity on the part of any applicant family member, involving criminal acts, including drug-related criminal activity;

- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;

---

\* The LACDA shall make an exception for emancipated minors upon completion of verifying their legal status as such.

Any history of initiating threats or behaving in a manner that indicates intent to assault LACDA/HUD employees, LACDA contractors, or other residents;

Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.

Any evidence of housing assistance termination for adverse actions or who left the program owing money to a Housing Authority.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the LACDA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

The history of applicant conducts, and behavior must demonstrate that the applicant family can reasonably be expected not to:

Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare [24CFR 960.205(b)];

Adversely affect the physical environment or financial stability of the development [24CFR 960.205(b)];

Violate the terms and conditions of the lease [24CFR 8.3];

Require services from LACDA staff that would alter the fundamental nature of the LACDA's program [24 CFR 8.3].

#### **B. SCREENING FOR DRUG-RELATED AND/OR CRIMINAL ACTIVITY**

It is the intention of the LACDA to administer a policy that maintains decent, safe, and sanitary public housing. All screening procedures shall be administered fairly and in such a way as to not discriminate on the basis of race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law, as well as not in violation of the right to privacy. These screenings will be deemed current for a period of 90 days at which point the LACDA must run the background check again before time of move in.

The LACDA will obtain and take into consideration criminal summary history information from State and/or local law enforcement agencies, and the Federal Bureau of Investigations (FBI) on all applicants over the age of eighteen for the purpose of determining resident suitability. The LACDA may also obtain and take into consideration public records of past and current criminal history of the applicant and proposed member of the applicant's household. The LACDA will verify the

information collected on its applicants and take information into consideration for admissions purposes.

All applicants to the public housing program will be screened for drug-related, violent- and any other criminal activity involving the applicant and proposed member of the applicant's household during the suitability review process. The LACDA defines criminal activity in the following manner:

Drug-Related Criminal Activity: the illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). \*\*Please note that the cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons is also a violation of the LACDA's policies relating to drug-related criminal activity and constitutes "drug-related criminal activity" under federal law. The cultivation, distribution, sale, use and/or possession of marijuana for recreational and/or medical reasons subjects applicants to the denial of admission.

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

Sex Offense Related Criminal Activity: Any criminal activity that subjects a member of the applicant's household, which includes minors 13 to 17 years of age, to be subject to sex offender lifetime registration under a State sex offender registration program.

Other Criminal Activity: any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the public housing premises by other residents or persons residing in the immediate vicinity or employees of the LACDA.

Applicant(s) engaging in fraud or bribery associated with any federal housing program:

The LACDA shall deny admission if the applicant or any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. The LACDA may make an exception in determining admission if the family member(s) who participated or were culpable for the action do **not** reside in the assisted unit.

Denial of Admission for Drug-Related Criminal Activity:

The LACDA shall permanently deny admission to any applicant if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing, in accordance with HUD regulations. \*\*Please note that the cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons is also a violation of the LACDA's policies

relating to drug-related criminal activity and constitutes “drug-related criminal activity” under federal law. The cultivation, manufacture, distribution, sale, use and/or possession of marijuana for medical and/or recreational reasons subject applicants to the denial of admission.

The LACDA denies admission of any applicant evicted from federally assisted housing by reason of drug-related criminal activity within the previous three-year period, unless the evicted resident successfully completed a rehabilitation program approved by the LACDA and is willing to continue with counseling and support activities.

The LACDA shall deny admission to applicants that it determines has reasonable cause to believe a household member's illegal drug use or alcohol abuse or pattern of illegal drug use or alcohol abuse may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

In determining whether to deny admission to public housing based on a pattern of illegal use of a controlled substance or abuse of alcohol by an applicant, and/or prior eviction from federally assisted housing by reason of drug-related criminal activity, the LACDA may consider the following mitigating factors:

Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

Has otherwise been rehabilitated successfully and is willing to continue with counseling and support activities and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable); or

Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

Notwithstanding Sections a, b, and c, the LACDA reserves the right to deny admission to applicants who have engaged in any drug-related criminal activity within a previous three-year period. In such a determination, the LACDA shall take into account the above-listed mitigating factors.

#### Denial of Admission of Persons Engaged in Violent Criminal Activity

In accordance with Section 576 (C) of the Quality Housing and Work Responsibility Act of 1998, the LACDA shall deny admission to public housing for any applicant who has engaged in violent criminal activity within the last three years. 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. In accordance with 24 CFR section 960.203 (c) (3), the LACDA may deny the admission of persons who have a history of criminal activity involving crimes of physical violence to persons or

property.

#### Denial of Admission of Persons Engaged in Other Criminal Activity

In accordance with 24 CFR section 960.203 (c) (3), the LACDA may deny the admission of persons who have a history of criminal activity involving criminal acts which would adversely affect the health, safety or welfare of other tenants. The LACDA shall consider “other criminal activity” engaged in by an applicant in determination of suitability for public housing.

#### Denial of Admission for Lifetime Sex Offender Registrants

In accordance with 24 CFR 960.204 (a)(4), the LACDA shall permanently deny admission to any applicant, which includes minors 13 to 17 years of age, who is subject to a sex offender lifetime registration under a State sex offender registration program.

#### Right to Informal Hearing

Applicants denied admission to public housing based on drug-related, violent or other criminal activity may dispute the information revealed in the criminal summary history information or the determination made by the LACDA and request an informal hearing in accordance with the LACDA’s grievance policy.

### C. OTHER SUITABILITY FACTORS

#### Rent-Paying Habits

The LACDA will examine any LACDA records from a prior tenancy and will request written references from the applicant’s current landlord and may request written references from the applicant’s former landlords for up to the past three years.

Based upon these verifications, the LACDA will determine if the applicant was chronically (more than three (3) within the last 12 month period) late with rent payments, has been evicted for nonpayment of rent within the last three (3) years, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

#### Screening Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant’s record of unsuitable history or behavior, which, when verified, would indicate both: (1) what the reason for the unsuitable history and/or behavior is; and (2) that the reason for the unsuitable history and behavior is no longer in effect or is under control, and the applicant’s prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant’s conduct and to factors that might indicate a reasonable

probability of favorable future conduct. In order to be factored into the LACDA's screening assessment of the applicant, mitigating circumstances **must be verifiable**.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the LACDA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The LACDA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

Examples of mitigating circumstances:

Evidence of successful rehabilitation;

Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by the LACDA;

Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The LACDA will consider such circumstances in light of:

The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and the applicant's overall performance with respect to all the screening requirements.

#### D. QUALIFIED AND UNQUALIFIED APPLICANTS

Information which has been verified by the LACDA will be analyzed and a determination will be made with respect to:

The eligibility of the applicant as a family;

The eligibility of the applicant with respect to income limits for admission; and

The eligibility of the applicant with respect to citizenship or eligible immigration status.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both United States Citizenship and Immigration Services (USCIS) and LACDA procedures, except for a pending LACDA hearing.

Applicants who are determined to be unqualified for admission will be promptly notified in writing with a Notice of Denial of Admission stating the reason for the denial. The LACDA shall provide



applicants the opportunity for an informal hearing (see chapter titled “Grievances and Appeals”).

The LACDA will make every effort to estimate an approximate date of occupancy. However, the date given by the LACDA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the LACDA, such as turnover rates, and market demands as they affect bedroom sizes and development location.

#### E. DOCUMENTATION OF FINDINGS

An authorized representative of the LACDA shall document any pertinent information received relative to the following:

Criminal Activity—includes the activities listed in the definition of criminal activity in this chapter.

Pattern of Violent Behavior—includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.

Pattern of Drug Use—includes a determination by the LACDA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Drug-Related Criminal Activity—includes a determination by the LACDA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.

Pattern of Alcohol Abuse—includes a determination by the LACDA that the applicant’s pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

Initiating Threats—or behaving in a manner indicating an intent to assault employees or other residents.

Abandonment of a Public Housing Unit without advising LACDA officials so that staff may secure the unit and protect its property from vandalism.

Non-Payment of Rightful Obligations—including rent and/or utilities and other charges owed to the LACDA or other Housing Authority.

Falsifying an Application for Leasing—providing false information about family income and size, using an alias on the application for housing, or making any other materially false statement or omission intended to mislead.

Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior—consists of patterns of behavior that endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; that damage the equipment or premises in which the applicant resides; or that are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties that have resulted in serious disturbances of neighbors.

Grossly Unsanitary or Hazardous Housekeeping—includes the creation of a fire hazard through acts such as hoarding; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

Destruction of Property from previous rentals.

Whether Applicant or Resident Is Capable of Maintaining the Responsibilities of Tenancy  
In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in aide will be considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. However, this does not preclude the LACDA from rescinding a determination of an applicant's eligibility and suitability should the receipt of unfavorable information, and/or the discovery of falsified information, occur after the LACDA has concluded its screening process.

#### F. PROHIBITED CRITERIA FOR DENIAL OF ADMISSION

The LACDA shall not reject an applicant on the basis that such applicant:

Has no income;

Is not employed;

Does not participate in a job-training program;

Will not apply for public assistance or benefit programs;

Has a child (or children);

Has children born out of wedlock;

Is on welfare; and

Is a student;

On the basis of race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law;

Is or had been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provide greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

## Chapter 3

### APPLICATIONS AND MANAGEMENT OF THE SITE BASED WAITING LISTS

[24 CFR 5.400, 5.600, 960.201 through 960.208]

#### INTRODUCTION

The policy of the LACDA is to ensure that all families who express an interest in public housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This chapter describes the policies and procedures for entering new applications on up to thirteen site based waiting lists based on eligibility, opening and closing of the waiting lists, determining essential applicant information for waiting list placement, administering preferences, and removing applicants from a waiting list. The LACDA maintains thirteen separate waiting lists, with seven of those waiting lists designated as Elderly-Only housing developments.

#### A. ENTERING NEW APPLICANTS ON A WAITING LIST

During the opening of the public housing waiting lists, applicants interested in public housing may call the LACDA's application phone line to submit an application to be placed on up to thirteen waiting lists (contingent upon unit size required and other eligibility requirements as set forth below) or apply online at [www.lacda.org](http://www.lacda.org). Upon a request from a person with a disability, the LACDA will make the waiting list application available in an accessible format. The LACDA provides a full listing of the locations of accessible units and their features on the LACDA website and a "Notice to Applicants and Residents with Disabilities of the LACDA's Policy Regarding Reasonable Accommodations and Reasonable Modifications". The Notice provides the applicants and residents with their rights to and procedures to request a reasonable accommodation and/or reasonable modification.

Current public housing residents are prohibited from reapplying and placing their name on any of the thirteen waiting lists.

#### **The LACDA maintains thirteen separate waiting lists:**

Carmelitos Family  
East County Family  
Quartz Hill Family  
Harbor Hills Family  
Santa Monica Family  
South Scattered Sites Family

#### **Elderly-Only waiting lists**

South Bay Gardens Senior  
Carmelitos Senior  
East County Senior  
West Knoll/Palm Senior

Marina Manor Senior  
Orchard Arms Senior  
Foothill Villa Senior

## B. PROCEDURES FOR INITIAL APPLICATION TO A WAITING LIST

The purpose of the initial application is to permit the LACDA to determine placement on the waiting lists. At the time of the application intake, whether through the application phone line or website, the LACDA will obtain the following information:

- Name, residence address and social security number of the head of household;
- Name and social security number of any co-head, spouse/marital-type partner;
- Name and social security number of each additional household member;
- Date of birth for each household member;
- Date and time of application;
- Amount of annual income;
- Disability status for each member;
- Information regarding request for reasonable accommodation or a need for an accessible unit with specific features;
- Employment address;
- Veteran status if applicable; and
- Homelessness status if applicable

The LACDA requires that applicants report in writing or update their online portal account to the LACDA of changes in family composition and address within 30 calendar days of the occurrence. The LACDA also requires that applicants respond to requests from the LACDA by the established due date, to update information on their application, or to determine their continued interest for assistance.

### Initial application and placement on the waiting list

If the head of household/co-head and/or spouse/marital-type partner no longer need housing assistance, or are deceased, their application and placement on the waiting list will be immediately forfeited and cannot be transferred to any other family member or person.

### Multiple families in the same household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with their own husband or children), if they apply as a family unit, they will be treated as a family unit and will only be provided one unit if offered housing.

## C. NOTIFICATION OF APPLICANT STATUS

Upon submission of the initial application, the LACDA will post on the online waiting list registration page the applicant's eligibility and waiting list(s) status.

Should the family be determined as ineligible, based on the information provided during the initial application, the LACDA will notify the family in writing (or in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. Refer to the chapter “Grievances and Appeals.”

#### D. OPENING AND CLOSING OF A WAITING LIST

The LACDA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The decision to close any of the thirteen waiting lists will be based on the number of applications available for a particular size and type of unit, and the ability of the LACDA to house an applicant in an appropriate unit within a reasonable period of time.

The LACDA will publicly announce the decision to close any of the thirteen waiting lists and/or restrict intake through public notice in local newspaper publications, media entities, and social service agencies. The public notice will contain the date and time when the LACDA will close a waiting list. Generally, the LACDA will give at least ten days’ notice prior to closing any of the thirteen site-based waiting lists. Furthermore, during the period when a waiting list is closed, the LACDA will not maintain a list of individuals who wish to be notified when a waiting list is open. Upon a reasonable accommodation request from a person with a disability, an accommodation may be granted such as additional time for submission of an application after the closing deadline. An individual may request a reasonable accommodation at any time.

Opening of a waiting list will be announced in the same manner as closing of a waiting list. This notice will be made in an accessible format if requested. It will provide potential applicants with information that includes the LACDA address and telephone number, how to submit an application, and information on eligibility requirements.

Unless a waiting list is closed, the LACDA will accept an application, even if the LACDA believes that the applicant is probably not eligible. If an applicant would like to be removed from a waiting list they selected, the applicant **must** submit a request in writing and submit this request ***prior to being selected*** from a specific waiting list.

#### E. REMOVAL FROM A WAITING LIST AND PURGING

##### Purging of a waiting list

A waiting list may be purged at least once a year by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing and/or notification on the LACDA website/online portal will request for current information and confirmation of continued interest in the program. Notices will be made available in an accessible format upon the request of a person with a disability.

Should an applicant fail to respond within ten calendar days or by the specified due date s/he will be removed from all applicant selected waiting lists. If a letter is returned by the Post Office with

a forwarding address, it will be considered as ‘returned undeliverable’ and the applicant will be subject to removal from all selected waiting lists. An extension to reply to the purge notification will be considered as a reasonable accommodation if requested by a person with a disability. The LACDA will also consider as an accommodation the reinstatement of an applicant who did not respond in the timeframe described above because of a verified reason connected to a disability.

Granting a request for re-instatement by applicants removed from all selected waiting lists due to their failure to respond will be at the discretion of the LACDA in consideration of factors such as:

- A verified family/health/work emergency;
- The applicant failed to respond to a request for information or updates because of a family member’s disability;
- The applicant can provide verification or attest they were homeless at the time of the mailing;
- The applicant can verify a mail delivery problem;
- The applicant failed to respond to a request for information due to the applicant’s status as a victim of domestic violence, dating violence, sexual assault or stalking.

Periodically, applicants will call to check their status on the waiting list and learn that they have been purged from the waiting list. In extenuating circumstances, such as those listed above, the applicant may be reinstated. **However, the applicant must be able to provide documentation of the circumstances.** Such requests will be reviewed and decided on a case-by-case basis by the LACDA.

In addition, the LACDA will remove applicants from all applicant selected public housing waiting lists once they have been housed, have requested in writing that their names be removed, have not responded to the LACDA’s request for information, have not met the eligibility/suitability screening criteria, or they have refused an offer of housing without good cause (24 CFR 960.206).

Applicants who are denied (because the LACDA determined they were ineligible/unsuitable) are entitled to an informal hearing. Please refer to chapter 14 “Grievances and Appeals.”

#### F. WAITING LIST PREFERENCES

A preference is not an automatic guarantee of admission to the program. Preferences are used to establish the order of placement on the waiting lists. Every applicant must meet the LACDA’s Selection Criteria as defined in this policy.

The LACDA’s preference system will work in combination with requirements to match the characteristics of the family to the type of unit available, including units with targeted populations, and further de-concentration of poverty in public housing. When such matching is required or permitted by current law, the LACDA will give preference to qualified families.

The LACDA will mail a full application to families who reach the top of a waiting list. The LACDA will verify their waitlist preference status. Applicants may not retain their preference status on a waiting list if upon verification of their preference, it is deemed invalid. Furthermore, applicants will be returned to the wait list without the preference status and will maintain the original registration date. Applicant will be cancelled if they fail to complete the application process and will be removed from all other site based wait list the family selected.

Among applicants with equal preference status, waiting lists will be organized according to date and time of application.

### Local Preferences

Local preferences will be used to select among applicants on a waiting list. A public notice with opportunity for public comment will be held before the LACDA adopts or changes any local preference.

The notice will be distributed following the same guidelines as those used for opening or closing a waiting list.

### General Occupancy Housing Developments

The LACDA has established the following local admissions preferences for general occupancy housing developments:

In accordance with the State of California Health and Safety Code section 34322.2, the LACDA gives priority to families of veterans and servicepersons including the spouse/marital-type partner of a deceased veteran or serviceperson, within each of the admissions preference categories below.

#### First Preference: Homeless

##### **Homeless Families and Victims of Domestic Violence:**

The LACDA provides a countywide waiting list preference for homeless families. The preference is limited to 30% of the number of vacant general occupancy public housing units available on July 1 of each fiscal year. The family must consist of two (2) or more persons with one (1) member being under the age of 18 or be a single elderly and/or disabled person. Victims of domestic violence, dating violence, sexual assault or stalking receive the same admissions preference as homeless families.

For the family properties located specifically in the South Los Angeles County area, the LACDA provides an expanded waiting list homeless preference by first offering any unit that becomes available to a homeless family.

Effective July 01, 2021, the LACDA will provide an expanded waiting list homeless preference, limited to three (3) households per year, for each of the family



housing developments at Carmelitos, Nueva Maravilla, and Harbor Hills.

To qualify for this preference, homeless families must be referred by a Joint Powers Authority (JPA), County agencies or Community Based Organizations (CBOs) with a contract or Memorandum of Understanding (MOU) in place with the LACDA. Additionally, the LACDA will require partner agencies to use a Coordinated Access System for homeless referrals. The referring agency must provide a certification of the family's homeless status.

**Transitional Aged Youth (TAY):**

The LACDA provides a homeless preference to TAY. This preference is limited to 3 households per housing development at Carmelitos, Harbor Hills, and Nueva Maravilla, where on-site services are available to ensure that case management will continue to be provided. In order to qualify for the TAY, the applicant must be referred to the LACDA by a JPA, County agencies or CBO with a contract or MOU in place with the LACDA. Additionally, the LACDA will require partner agencies to use a Coordinated Access System for homeless referrals.

Second Preference: Families that have been displaced by a natural disaster declared by the President of the United States or through a governmental action.

Third Preference: Families who live and/or work in unincorporated Los Angeles County or who live in Los Angeles County and not covered by another PHA Public Housing program.

Fourth Preference: Families that do not live or work in unincorporated Los Angeles County.

Elderly Families Housing Developments

The LACDA has established the following local admissions preferences for elderly-only housing developments:

In accordance with the State of California Health and Safety Code section 34322.2, the LACDA gives priority to families of veterans and servicepersons including the spouse/marital-type partner of a deceased veteran or serviceperson, within each of the admissions preference categories below.

First Preference: For the Carmelitos, Nueva Maravilla “Rosas”, and Francisquito Villa senior designated properties, 25% of anticipated annual vacancies will be offered to homeless elderly families. Elderly families must be referred by a partnering agency with a contract or MOU in place with the LACDA. The referring agency must provide a certification of the elderly family's homeless status. An elderly family is a household whose head, co-head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Second Preference: Elderly Families that live and/or work in unincorporated Los Angeles County or who live in Los Angeles County and not covered by another PHA Public Housing program.

Third Preference: Elderly Families who do not live and/or work in unincorporated Los Angeles County.

The LACDA has an MOU with the Long Beach Housing Authority to permit residents of the City of Long Beach to be classified as in-jurisdiction applicants for housing at the Carmelitos Public Housing development only. Once the LACDA provides public housing assistance to a City of Long Beach resident at the Carmelitos Public Housing development, the resident must abide by and is governed by all policies in the LACDA's Admissions and Continued Occupancy Policy, Public Housing Lease Agreement ("Lease"), any Lease addendums and any other Public Housing rules and policies. Additionally, these residents are eligible to transfer to any other Public Housing development owned by the LACDA. Approval of a transfer request is delineated in Chapter 7 "Transfer Policy".

#### G. VERIFICATION OF PREFERENCE QUALIFICATION

A family's placement on any one of the thirteen waiting lists is based upon whether the family qualifies for an admissions preference. When a family is selected from one of the waiting lists during the final determination of eligibility, the LACDA shall verify the preference.

If the preference verification indicates that the family did not qualify for an admissions preference at the time of selection, the family will be returned to the waiting list and ranked without regard for a local preference and given an opportunity for a review.

#### Change in Circumstances

Changes in applicant's circumstances while on any of the thirteen waiting lists may affect the family's entitlement to a preference. Applicants are required to notify the LACDA in writing when their circumstances change within 30 calendar days of the occurrence. When an applicant claims an additional preference, s/he will be placed on a waiting list in the proper order of their newly claimed preference.

#### H. PREFERENCE DENIAL

If the LACDA denies a preference, the LACDA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal hearing. The applicant will have ten calendar days to request the hearing in writing. If the preference denial is upheld as a result of the hearing, or the applicant does not request a hearing, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against by the LACDA.

I. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying its preference system, the LACDA will first match the characteristics of the available unit to the applicants available on a specific waiting list. Factors such as unit size, accessible features, de-concentration or income mixing, income targeting, or units in housing designated for the elderly and/or disabled limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.

A family that is disabled and requires specific accessible features, will be prioritized for vacant ADA units ahead of a family that is non-disabled.
---

J. INCOME TARGETING

The LACDA will monitor its admissions to ensure that at least 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the LACDA's jurisdiction.

The LACDA shall, at its discretion, at least annually, exercise the "fungibility" provision of QHWR by admitting less than 40% of "extremely low income families" to public housing in a fiscal year, to the extent that the LACDA has provided more than 75% of newly available Section 8 Housing Choice Vouchers to "extremely low income families." This fungibility provision discretion by the LACDA is also reflected in the LACDA's Section 8 Administrative Plan.

The fungibility credits will be used to drop the annual requirement below 40% of admissions to public housing for extremely low-income families by the lowest of the following amounts:

The number of units equal to 10% of the number of newly available vouchers in the fiscal year; or

The number of public housing units that 1) are in public housing developments located in census tracts having a poverty rate of 30% or more, and 2) are made available for occupancy by and actually occupied in that year by, families other than extremely low-income families.

The Fungibility Floor: Regardless of the above two amounts, in a fiscal year, at least 30% of the LACDA's admissions to public housing will be for extremely low-income families. The fungibility floor is the number of units that cause the LACDA's overall requirement for housing extremely low-income families to drop to 30% of its newly available units.

K. UNITS DESIGNATED FOR THE ELDERLY

The LACDA submitted an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for elderly applicants only. HUD approved the designation of twelve Public Housing developments as Elderly-Only (all household members must be 62 years of age or older). In accordance with the 1992 Housing Act, elderly families will receive a preference for admission to these twelve Elderly-Only housing developments. If there is a shortage of Elderly-Only applicants, the LACDA has the option to house near-elderly families (ages fifty to sixty-one years of age).

HUD approved the senior designation of the housing developments listed below on August 27, 2013. A non-elderly resident (61 years or younger) living at any of the Elderly-Only housing developments listed below prior to August 27, 2013, is “grandfathered” in and allowed to remain at the property. If a resident living at a Senior Only housing development requests to add a new household member to their Lease after August 27, 2013, the new household member must be 62 years or older.

### **Elderly-Only Housing Developments**

Carmelitos

Nueva Maravilla “Rosas”

West Knoll

Palm

Marina Manor I

Marina Manor II

Orchard Arms

Foothill Villa

Francisquito Villa

Whittier Manor

Herbert Avenue

South Bay Gardens

### **L. UNITS DESIGNATED FOR THE DISABLED**

The LACDA may elect at some future time to submit an Allocation Plan as required by the 1992 Housing Act to designate specific units or sites for disabled applicants only. In accordance with the

1992 Housing Act, disabled families with a head of household/co-head and/or spouse/marital-type partner or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

#### M. GENERAL OCCUPANCY UNITS

General occupancy units are designed to house all populations of eligible families. In accordance with the LACDA's occupancy standards, eligible families will be admitted to the LACDA's general occupancy units.

The LACDA will use its local preference system as stated in this chapter for admission of eligible families to its general occupancy units.

#### N. DECONCENTRATION OF POVERTY AND INCOME MIXING

The LACDA's admission policy is designed to provide for de-concentration of poverty and income-mixing by bringing higher income residents into lower income developments and lower income residents into higher income developments.

A resident's gross annual income is used to determine income limits at admission and for income-mixing purposes.

##### De-concentration and Income-Mixing Goals

The LACDA's de-concentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families," will be to admit higher income families to lower income developments, and lower income families to higher income developments.

De-concentration will apply to transfer families as well as applicant families.

##### Development Designation Methodology

The LACDA will determine on an annual basis the average income of all families residing in general occupancy developments.

The LACDA will then determine whether each general occupancy development falls above, within, or below the Established Income Range (EIR).

The EIR is 85 percent to 115 percent (inclusive of 85 percent and 115 percent) of the LACDA-wide average income for general occupancy developments.

The LACDA will then determine whether or not developments outside the EIR are consistent with

local goals and strategies in the LACDA Agency Plan.

The LACDA may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals:

1. Goals of de-concentration of poverty and income mixing (bringing higher income residents into lower income developments and vice versa); and
2. Local goals and strategies contained in the LACDA's Agency Plan.

### De-concentration Policy

If, at annual review, there are found to be development(s) with average income above or below the EIR, and where the income profile for a general occupancy development above or below the EIR is not explained or justified in the Agency Plan, the LACDA shall adhere to the following policy for de-concentration of poverty and income mixing in applicable developments.

Skipping a family on any of the thirteen waiting lists to reach another family in an effort to further the goals of the LACDA's de-concentration policy:

If a unit becomes available at a development below the EIR, the first eligible family on a waiting list with income above the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income above the EIR will be offered the unit. The process will continue in this order. For the available unit at the development below the EIR, if there is no family on the waiting list with income above the EIR, or no family with income above the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

If a unit becomes available at a development above the EIR, the first eligible family on the waiting list with income below the EIR will be offered the unit. If that family refuses the unit, the next eligible family on the waiting list with income below the EIR will be offered the unit. The process will continue in this order. For the available unit at the development above the EIR, if there is no family on the waiting list with income below the EIR, or no family with income below the EIR accepts the offer, then the unit will be offered to the next family regardless of income.

Skipping of families for de-concentration purposes will be applied uniformly to all families.

A family has the sole discretion whether to accept an offer of a unit made under the LACDA's de-concentration policy. The LACDA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under this de-concentration policy. However, the LACDA shall uniformly limit the number of offers received by applicants, described in this Chapter.

The LACDA provides a waiting list preference to homeless families referred by the agencies listed in this Chapter. Only the veteran/serviceperson and homeless preferences can override de-concentration and income mixing policies.

If the average incomes of all general occupancy developments are within the Established Income Range, the LACDA will be considered to be in compliance with the de-concentration agreement.

Nothing in the de-concentration policy relieves the LACDA of the obligation to meet the income targeting requirements.

#### LACDA Incentives for Higher Income Families

The LACDA may offer certain incentives to families with incomes above the EIR willing to move into a development with average income below the EIR.

#### O. PROMOTION OF INTEGRATION

Beyond the basic requirement of nondiscrimination, LACDA shall affirmatively further fair housing to reduce racial and national origin concentrations.

The LACDA shall not require any specific income or racial quotas for any development or developments.

The LACDA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law for purposes of segregating populations.

#### P. COMPLETION OF A FULL APPLICATION

The LACDA utilizes the full application form to obtain information related to applicant's eligibility, preferences, and tenant history. Applicants who fail to complete the full application will be cancelled from any of the thirteen waiting lists the applicant selected.

Reasonable accommodation(s) will be made for persons with a disability that may include: providing materials in formats requested by applicants, allowing applicants to be represented by a family member, advocate, or case worker designated by the applicant, completing paperwork at a site other than the LACDA administrative office for applicants who cannot come to the office for a reason connected to their disability, granting extended time for responses to persons who cannot respond within the established timeframes because of a disability and reinstating applicants who do not respond within established timeframes due to a verified reason connected to a disability.

Preferences are based on an applicant's current status and shall be verified during the eligibility review, regardless of the length of time an applicant may have been on a specific waiting list. **The preference must exist at the time the LACDA initiates verification of applicant information.** The LACDA shall conduct Third Party Verification (TPV) of eligibility and preference at the time the LACDA initiates the eligibility review.

Additionally, the LACDA shall provide the applicant with the opportunity to complete information on Form HUD-92006, "Supplement to Application for Federally Assisted Housing". The forms give applicants the option to identify an individual or organization that the LACDA may contact and the reason(s) the individual may be contacted. The applicant must sign and date Form HUD-92006, if the applicant elects to provide the additional contact information. The LACDA shall not require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. The LACDA shall also provide applicants the opportunity at the time of admission to update, remove or change contact information provided at the time of application. An applicant may provide Form HUD-92006 for each contact, indicating the reason the LACDA may contact the individual or organization. Those applicants who choose not to provide the contact information must check the box indicating that they "choose not to provide the contact information" and sign and date the form.

#### Q. PROCESSING FULL APPLICATIONS

The LACDA will verify for the following items to determine qualification for admission to the LACDA's public housing program:

- Preference(s)
- Family composition and type (elderly/non-elderly)
- Annual income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers for all family members
- Information used in applicant screening
- Citizenship or eligible immigration status
- Criminal history
- Rental history
- School enrollment (for all household members attending school)
- Credit history

If the LACDA determines that additional information or document(s) are needed, the LACDA will request the document(s) or information in writing. The applicant will be given ten (10) calendar days to supply the information. Should this information not be supplied within the timeframe, the LACDA will provide the applicant a notification of cancellation for assistance. Before the LACDA makes a final determination for qualification for admissions to the LACDA's Public Housing program, all adult family members may be required to attend an in person or virtual interview conducted by the LACDA. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

The LACDA only transfers Head of Household status to persons listed on the waiting list or application as Spouse or Co-Head under the following circumstances:

- In the event of the death of the Head of Household, a person already listed as the Spouse



or Co-Head on the waiting list or application may request a change of the Head of Household status by submitting a signed, written request along with a copy of the death certificate of the original Head of Household.

- In all other cases (including, but not limited to divorce, separation, abandonment, medical incapacity), the Head of Household status will be changed only when the original Head of Household submits to the LACDA a written release of the application to the Spouse or Co-Head, or if the Spouse or Co-Head requesting the transfer of Head of Household status submits to the LACDA legal documentation of his/her right to the application.

#### R. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the LACDA shall make a final determination of eligibility based upon information provided by the family, the verification conducted by the LACDA, and determination of resident suitability (refer to chapter on Eligibility for Admission).

A final eligibility determination is needed since rules and regulations governing the housing program are subject to change by HUD and/or applicants may have experienced a change in circumstance(s) during the review process that may affect their eligibility.

The applicant is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and have been placed on the waiting list. Additionally, applicants have a continuing obligation to provide material information to the LACDA within 30 calendar days of the occurrence.

#### S. PLAN FOR UNIT OFFERS

The LACDA plan for selection of applicants and assignment of dwelling units will assure equal opportunity and non-discrimination on grounds of race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law. The LACDA plan for selection is based on how many available units of suitable size and type within each of the thirteen waiting lists are available. This plan is also based on the distribution of vacancies within each of the thirteen waiting lists.

The applicant will be offered the next available unit in the location within the waiting lists selected by the applicant. If the offer is rejected, the LACDA will cancel the applicant. The LACDA will proceed to remove the applicant's name from all of the waiting lists selected. Removal from all selected waiting lists means the applicant must reapply.

If more than one unit of the appropriate type and size is available within a waiting list, the first unit to be offered will be the first unit that is ready for occupancy.

The LACDA will maintain a record of units offered, including location, date and circumstances of

each offer, each acceptance or rejection, including the reason for the rejection.

T. CHANGES PRIOR TO UNIT OFFER

Changes that occur during the period between removal from a waiting list and an offer of a suitable unit may affect the family's eligibility or Total Resident Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing when applicable. (See chapter on Grievances and Appeals.)

U. OFFER OF ACCESSIBLE UNITS

The LACDA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Before offering a vacant accessible unit to a non-disabled applicant, the LACDA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the LACDA's control, who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on a specific waiting list having a disability that requires the special features of the vacant unit.

**Public Housing Lease Agreement Addendum Requirement**

When offering an accessible/adaptable unit to a non-disabled applicant, the LACDA will require the applicant to sign the "Addendum to Public Housing Lease Agreement" that certifies that the applicant will relocate after receiving a thirty (30) day written notice to the first available vacant unit of appropriate size, at the same or comparable housing development site, should the modified unit be required for an eligible disabled family. Residents must return the keys to their old unit within five (5) calendar days of the date the transfer offer was made. If the transfer is to another housing development, and the resident does not return the keys to their old unit, the sending development, in addition to billing the resident, will also notify the receiving development of the resident's outstanding balance. Failure to pay outstanding charges within thirty (30) calendar days from the date of invoice to the LACDA is a material breach of the Lease Agreement and the resident will be subject to termination of their tenancy.

V. TIME LIMIT FOR ACCEPTANCE OF UNIT

Applicants must accept one (1) max unit offer made within three (3) calendar days of the date the offer is made. At the LACDA's discretion or for ADA accommodations, the LACDA may extend the timeframe to accept or reject a unit offer. Offers made over the telephone will be confirmed in

writing by the LACDA. If the LACDA is unable to contact an applicant by telephone, the LACDA will write to the applicant to inform him/her of the unit offer. For Reasonable Accommodations, additional unit offer(s) may be made to accommodate the applicant's approved ADA request.

W. APPLICANT STATUS AFTER FINAL UNIT OFFER

When an applicant rejects the one unit offer or fails to respond within the three (3) calendar days of the date the offer is made, the LACDA will remove the applicants name from all selected waiting list(s).

X. REQUIREMENT TO ATTEND INTERVIEW

The LACDA utilizes the interview session to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure such information is complete. Families are also given information on LACDA services or programs that may be available.

All adult family members may be required to attend an in person or virtual interview. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship.

It is the applicant's responsibility to reschedule the interview and call the LACDA within five (5) business days if s/he misses the appointment. If the applicant does not reschedule or misses two scheduled meeting(s), the LACDA will cancel the application and will be removed from all other wait list selected by the applicant.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If the LACDA determines at or after the interview that additional information or document(s) are needed, the LACDA will request the document(s) or information in a legible written format. An applicant may request to submit the required requested document(s) or information in an alternative format. The family will be given ten (10) calendar days to supply the information.

If the information is not supplied in this time period, the LACDA will provide the family a notification of denial for assistance and will be removed from all waiting list selected by the applicant. (See Chapter on Grievances and Appeals.)

Y. APPLICANTS UNABLE TO TAKE OCCUPANCY

If an applicant is willing to accept the unit offered but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be removed from the waiting list. The LACDA will maintain a record of the unit offer, including the reason for refusal of the unit offer due to good cause.

Examples of "good cause" reasons for the refusal to take occupancy of a housing unit include, but are not limited to:

Applicant needs to provide adequate notice to their current landlord of the termination of their lease;

Unit is not of the proper size and type, and the applicant would be able to reside there only temporarily;

Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's children under seven (7) years of age to lead-based paint poisoning;

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; [24 CFR 945.303(d)];

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;

The unit is inappropriate for the applicant's disabilities.

## Chapter 4

### DWELLING UNIT OCCUPANCY STANDARDS

#### INTRODUCTION

This Chapter states the LACDA Occupancy Standards used to determine the appropriate type development and unit size for families, which are based on two persons per bedroom.

#### A. DETERMINATION OF BEDROOM SIZE

Bedroom Size	Number of Household Members:
0 Bedroom	1-2
1 Bedroom	1-2
2 Bedrooms	3-4
3 Bedrooms	5-6
4 Bedrooms	7-8
5 Bedrooms	9-11

**The living room may be used as a bedroom at the request of the family and the approval of the LACDA.** Additionally, a family member who is away at school but lives with the family during school recesses or the military may be included in determining unit size.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

Generally, the LACDA will assign one bedroom to **two (2) people** within the following guidelines:

A minimum of one person per bedroom.

Foster children will be included in determining unit size.

Live-in aides will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

The LACDA may offer a family a unit that is larger than required by LACDA's occupancy standards.

All members of the family residing in the unit must be approved by the LACDA. The family **must** obtain approval of any additional family member **before** the person occupies the unit except for additions by birth, adoption, court-awarded custody and/or of a minor child approved by a social service agency (i.e. DPSS, DCFS, etc.), in which case the family must inform the LACDA within

ten calendar days in a legible written format. An applicant may request to inform the LACDA in an alternative format.

The temporary absence of a child from the home due to placement in foster care may be considered in determining family composition and family size, which will be considered in determining bedroom size.

## B. EXCEPTIONS TO OCCUPANCY STANDARDS

### Person with Disability

The LACDA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified [\* and meets requirements in the "Reasonable Accommodations and Reasonable Modifications" section of Chapter 1].

Accessible units will be offered to non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. Refer to Chapter 3 Section U "Offer of Accessible Units."

### Other Circumstances

Circumstances may dictate a larger size than the occupancy standards permit when:

As a reasonable accommodation.

Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Verification from a doctor must accompany requests for a larger bedroom to accommodate medical equipment.

Requests based on health-related reasons must be verified by a doctor.

The LACDA will grant exceptions from the guidelines in cases where it is the family's request or the LACDA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a smaller or larger bedroom size waiting list, the following guidelines will apply.

Applicants may request to be placed on any of the thirteen waiting lists for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until they have been admitted and have occupied the unit for 18 months.

The family may request to be placed on a larger bedroom size waiting list than indicated by the LACDA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size and must be verified by the LACDA before the family is placed

on the larger bedroom size waiting list.

In all cases, where the family requests an exception to the general occupancy standards, the LACDA will evaluate the relationship and ages of all family members and the overall size of the unit.

C. OCCUPANCY STANDARDS ARE APPLICABLE TO TRANSFERS

When a change in the circumstances of a resident family requires another unit size, if the unit is not available at the time it is requested, the family will be placed on the Transfer List.

The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If a situation occurs which is not currently covered in this policy, the case should be taken to the property manager who will make the determination after review of the situation, the individual circumstances, and the verification provided.

D. OCCUPANCY BY POLICE OFFICERS

In order to provide an increased sense of security for public housing residents the LACDA will allow a public housing unit to be occupied by a police officer if needed.

Police officers will not be required to be income eligible to qualify for admission to the LACDA's public housing program.

## **Chapter 5**

### **DETERMINATION OF TOTAL TENANT PAYMENT AND FAMILY CHOICE IN RENTS**

**[24 CFR 5.609, 5.611, 5.613, 5.615]**

#### **PART I: DETERMINATION OF TOTAL TENANT PAYMENT (TTP)**

##### **INTRODUCTION**

The accurate calculation of Annual Income and Adjusted Income ensures that families are not paying more or less money for rent than their obligation under the regulations.

This chapter defines the allowable deductions from gross Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the QHWRA gives Public Housing Programs broader flexibility to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

##### **A. MINIMUM RENT**

The minimum rent for the LACDA is \$50. The minimum rent refers to a minimum total tenant payment and not a minimum tenant rent.

The Total Tenant Payment is the greater of:

30% of the adjusted monthly income

10% of the monthly gross income

The minimum rent as established by the LACDA

##### **LACDA Procedures for Notification to Families of Hardship Exceptions**

The LACDA will notify those participant families subject to a minimum rent of their right to request a minimum rent hardship exception under the law.

The LACDA will notify all families at the annual recertification appointment of their right to request a minimum rent hardship exception.

The LACDA notification will advise the family that hardship exception determinations are subject to LACDA grievance procedures.



The LACDA will review all resident requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent exception are required to be in a legible written format. A resident may request as an accommodation to submit the document in an alternative format.

Requests for minimum rent exception must state the family circumstances that qualify the family for an exception.

#### Exceptions to Minimum Rent

The LACDA will immediately grant the minimum rent exception to all families who request it. The minimum rent will be suspended until the LACDA determines whether the hardship is:

Covered by statute

Temporary or long-term

If the LACDA determines that the minimum rent is not covered by statute, the LACDA will impose a minimum rent including payment for minimum rent from the time of suspension.

#### HUD Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall into one of the following criteria:

The family has lost eligibility (for reasons other than failure to comply with program requirements and/or committing program fraud) or is awaiting an eligibility determination for Federal, State, or local assistance.

The family would be evicted as a result of the imposition of the minimum rent requirement. The income of the family has decreased because of changed circumstances, including:

Loss of employment as defined whereby an individual is out of work due to no fault of their own;

#### Death of the Resident or other member of the Resident's household;

Other circumstances as determined by the LACDA or HUD

#### Temporary Hardship

If the LACDA determines that the hardship is temporary, a minimum rent will be imposed, including back payment from time of suspension, but the family will not be evicted for nonpayment of rent during the 90-day period commencing on the date of the family's request for exemption.

The LACDA defines temporary as less than 90 days.

### Repayment Agreements for Temporary Hardship

The LACDA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the LACDA money for rent arrears incurred during the minimum rent period, the LACDA will require that the family pay an initial lump sum (in an amount determined by the LACDA) with the remaining balance to be repaid in equal payments over a period of time not to exceed 12 months under \$2400 or 24 months for any amount in excess of \$2400.

Minimum rent arrears that are less than \$50 will be required to be paid in full the first month following the end of the minimum rent period.

The LACDA's policies regarding repayment agreements are further discussed in the chapter entitled "Family Debts to the LACDA."

### **B. INCOME AND ALLOWANCES**

The LACDA shall define income and allowances as the following:

"Income": The types of money that are to be used as income for the purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

"Annual income" is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. "Gross income" is the amount of income prior to any HUD allowable expenses or deductions and does not include income that has been excluded by HUD.

Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR 5.607)

"Adjusted income" is defined as the annual income minus any HUD allowable deductions.

### **INCOME INCLUSIONS (24 CFR 5.609):**

The LACDA considers the following to be included in the family's annual income, as required by HUD:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in

a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
- When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or .81% of the value of such assets based on the current passbook savings rate, as annually determined by the LACDA. The passbook savings rate is based on the Federal Deposit Insurance Corporation (FDIC) national savings rate.
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.
- All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b)(6) contains rules applicable to "as-paid" States).
- Periodic and determinable allowances, such as alimony and childcare support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).

### **INCOME EXCLUSIONS (24 CFR 5.609)**

The LACDA considers the following to be excluded from the family's annual income, as required by HUD:

- Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such

assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42U.S.C. 10602(c));

- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- Any amounts received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f (b));
- Payments from any deferred U.S. Department of Veteran Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. 1437a(b)(4));
- Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
- A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouis Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
- Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a));
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93288, as amended) and comparable disaster assistance provided by States, local governments, and disaster organizations (42 U.S.C. 5155(d));
- The low-income subsidy (extra help) received to assist low-income persons in paying for their Medicare Prescription Drug Plan cost.

- The payment amount of Social Security (SS) and Supplemental Security Income (SSI) benefits that are reduced due to prior overpayments.
- Financial assistance received through the Veterans Retraining Assistance Program (VRAP) [24 CFR 5.609 (c)(6)].
- Income from the employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

<p>Benefits received through the Kin GAP program, a California program designed specifically for foster children who have been placed in the home of a relative are considered foster care and should be excluded.</p>
--

- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;
- Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
- Income of a live-in aide provided the person meets the definition of a live-in aide.
- The full amount of student financial assistance paid directly to the student or the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under HUD funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training.
- Amounts received by a person with disabilities 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).
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.
- Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the Public

Housing program, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as the resident member of the Public Housing Governing Board. No resident may receive more than one such stipend during the same period of time.

- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of 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 the period during which the family member participates in the employment training program.
- Temporary, non-recurring, or sporadic income (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (Notice PIH 2000-1).
- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)
- Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household/co-head and/or spouse/marital-type partner).
- Adoption assistance payments in excess of \$480 per adopted child.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.

Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.

Earnings and benefits mean the incremental earnings and benefits resulting from a

qualifying employment training program or subsequent job.

- Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 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.
- Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.
- The following benefits are excluded by other Federal Statute as of August 3, 1933:

The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;

Payments to volunteers under the Domestic Volunteer Service Act of 1973; examples of programs under this Act include but are not limited to:

The Retired Senior Volunteer Program (RSVP)

Foster Grandparent Program (FGP)

Senior Companion Program (SCP)

Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA

Peace Corps

Service-Learning Program

Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to Assist Small Businesses

Service Corps of Retired Executives

- Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626(a)].
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6).
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Court of Claims (25 USC. 1407-08), the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands. This exclusion does not include proceeds of gaming operations regulated by the Commission.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, 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.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established in the In-Re Orange Product Liability litigation.
- The value of any under provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and



Development Block Grant Act of 1990. (42 USC 9858q)

- Earned income tax credit (EITC) refund payments received on or after January 1, 1991. (26 USC 32) (j).
- Allowances, earnings and payment to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d)).

### **ALLOWABLE DEDUCTIONS**

HUD has five allowable deductions from Annual Income which are verified per procedures delineated in Chapter 6:

1. Dependent allowance: \$480 each for family members (other than the head of household/co-head and/or spouse/marital-type partner), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
    - A. When more than one family residing in public housing shares custody of a child, only one family can claim the dependent deduction for that child. The family with primary custody or with custody at the time of the initial certification or annual recertification, receives the deduction. If there is a dispute regarding which family should claim the dependent deduction, the LACDA will refer to available documents such as copies of court orders or an IRS tax return verifying which family has claimed the child for income tax purposes.
    - B. Should a family member claiming the \$480 full-time student deduction not report to the LACDA a change in the student's full-time status prior to the annual recertification, the LACDA shall require verification of full-time enrollment status for the prior year to ensure that there was no underpayment of rent.
  2. "Elderly" allowance: \$400 per household for families whose head of household/co-head and/or spouse/marital-type partner is 62 or over or disabled.
  3. For elderly and disabled families, the out-of-pocket medical expense(s) paid by the qualifying household member will be considered an allowable deduction
  4. Non-reimbursable childcare expenses for children under 13 are deducted when childcare is necessary to allow an adult member to work, actively seek employment, attend school, or further their education (including vocational training). This amount cannot exceed the income a family receives from working. It also cannot exceed the market rate for a day care provider in the area.
  5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.
- C. MEDICARE PRESCRIPTION DRUG PLAN- PART D PROGRAM (PIH 2005-37)

1. In calculating annual income for a family, the low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug plan costs will be excluded as annual income for the purpose of calculating rent.
2. The LACDA will include as a medical expense for the medical expenses' deduction, the out-of-pocket expenses incurred for prescription drugs and premiums, paid by the qualifying household member.

D. EARNED INCOME DISALLOWANCE (EID)

EID refers to the income that a family member receives that is excluded as part of the household's annual income for rent computation. EID is applicable to an eligible adult resident, 18 years of age or older, who either begins earning income or earns additional income. The disallowance functions as an income exclusion where certain amounts of qualifying adults' verified income are not counted towards rent for a specified period.

The baseline income is the amount of the family member's income just prior to EID being triggered. It is this former income that establishes the baseline amount to be used in determining the amount to be excluded. The baseline for that family member will remain the same throughout the course of the EID.

**EID Qualifying Requirements**

EID is only available for households currently residing in public housing and who select the income-based rent determination option. It is not applicable at admission. Only adults can qualify for EID (because the earnings of family members other than the head or spouse are excluded if the family member is under age 18). The benefit of EID is limited to a single lifetime period for each family member. No exclusion should be given after the lifetime limit has been reached. ***EID is not available to ineligible Non-Citizens.***

The household must meet one of the following three categories listed below to qualify for EID:

1. Employment by a family member who was previously unemployed for one or more years prior to employment.

The HUD definition of "previously unemployed" includes a person who has earned in the previous 12 months no more than the equivalent earnings for working 10 hours per week for 50 weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

2. An increase in income by a family member whose earnings increased during participation in an economic self-sufficiency or other job-training program.

An economic self-sufficiency program is any program designed to encourage, assist,

train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Amounts to be excluded are any earned income increases of a family member during the self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment. The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

3. New employment or increased earning by a family member who has received TANF benefits or services within the past 6 months.
  - If TANF is received in the form of monetary maintenance, there is no minimum amount that must be received to be considered a participant in TANF.
  - If TANF is received in the form of one-time payments, wage subsidies and transportation assistance that add up to at least \$500 over a 6 month period.

EID is limited to 24 straight months and retains the single lifetime eligibility requirement for those residents on EID on or after July 1, 2016 (HUD PIH 2016-05). The two 12-calendar month periods run consecutively regardless of breaks in employment. There is no change in the EID eligibility requirements (reference the Qualifying Requirements for EID in Section D).

#### **Initial Twelve-Month Exclusion:**

During the initial 12-calendar month period beginning on the first day of the month following the effective date of the qualifying event, the LACDA will exclude from annual income any increase in income of the family member (*including full-time students*) as a result of employment or increased earnings over the prior income of that family member (i.e. the family member's baseline income).

#### **Second Twelve-Month/Phase-In Exclusion:**

EID is limited to a single lifetime 24-consecutive calendar month period for each adult family member. Upon the expiration of the initial 12-calendar month period referred to above, during the second 12 month/phase in exclusion period, the LACDA will exclude from annual income 50 percent of any increase in earned income of such family member as a result of employment or increased income over the family member's income before the qualifying event (i.e., the family member's baseline income).

If the family member discontinues the employment that initially qualified the family for the EID,

the 24-calendar month period continues. At the end of the 24-month period, the EID ends regardless of how many months of the initial 12-month full exclusion or the second 12 month phase-in exclusion were applied.

During the 24-consecutive calendar month period, EID benefits are recalculated based on changes to family member income and employment.

#### Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be maintained using a tracking system to ensure the correct application of the earned income and to document the reason for the reduced increase in rent.

The LACDA will maintain a tracking system in its software to ensure correct application of the full and phase-in exclusion periods for the earned income disallowance for the qualifying member *(including full-time students)*.

#### Family's Responsibility to Report Changes

The monthly rent will remain constant for the period between Regular Reviews, unless during such a period any of the following "Changes in Circumstance" occur:

1. There is a loss of head of household (Resident) due to death, abandonment, separation, divorce or other continuing circumstances. In such event the Lease shall terminate and a new Lease shall be executed by a responsible, residual adult family member deemed legally eligible by the accepted Admissions and Continued Occupancy Policy (a copy of which is on file in Management's office and which is incorporated herein by reference), and Management.
2. There is a loss of any person(s) other than head of household;
3. There is an addition of a member of the household who is 18 years of age or older, by marriage, remarriage, cohabitation or otherwise, and the additional member is added to the Lease in accordance with Management's policy.
4. Resident can show a change in his/her family circumstances (such as decrease in income) or other similar circumstances which will create a hardship to the Resident in relation to the prompt payment of the rent. In the event the monthly rent payment is decreased because of a verifiable hardship to Resident, Resident must promptly report to management any increases in family income which occur.

The Resident must report any "Changes in Circumstances" to the management office within ten (10) calendar days of their occurrence and any failure by the Resident to do so or any misrepresentation of any such changes will be a material breach of the Public Housing Lease Agreement.

### Changes in Family Composition

Residents must report in writing all changes in the household composition to the management office within ten (10) days calendar days of the occurrence. Changes in family composition include, but not limited to: birth, adoption, legal guardianship, if an adult child goes into the military and leaves the household, full-time students who attend school away from the home during school recess, court-awarded custody foster adult, and/or of a minor child approved by a social service agency (i.e. Department of Public Social Services, Department of Children and Family Services, etc.) Requests for the addition of a new member to the household must first be approved by the LACDA, prior to the actual move-in. The income from approved new household members will be included.

### Changes in Income

The LACDA requires the families to report all changes affecting their continued eligibility in writing within ten (10) calendar days from the date of the occurrence. Changes include: New sources of income/ existing income, family composition, expenses related to allowable deductions (i.e., childcare, disability, and full-time student status), out of pocket (*not reimbursed*) medical expenses and/or auxiliary expenses, including citizenship eligible immigration status. The LACDA will verify all family reported information. Effective July 01, 2021, if it is determined that the reported changes result in a tenant rent increase of \$200 a month or more the LACDA will process an interim reexamination. The family will receive a proper written 30-day notice regarding the rent adjustment.

**Seasonal employees:** The LACDA calculates the actual anticipated income from all known sources for the entire year. For these residents there will be no interim reexamination when the income changes as it is already anticipated.

### EID - Inapplicability to Admission

EID is only applied to determine the annual income of families residing in public housing and is not used in determining the annual income of applicants for purposes of eligibility or income targeting for admission.

### E. TRAINING PROGRAMS FUNDED BY HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with the LACDA, the full amount of employment income received by the person is counted. There is no 18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes Public Housing and Section 8.

F. AVERAGING INCOME

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

When Annual Income cannot be anticipated for a full twelve months, the LACDA will average known sources of income that vary to compute an annual income.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, may be used.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the LACDA will calculate the TTP by excluding the income of the person permanently confined to the nursing home and not giving the family deductions for medical expenses of the confined family member. In addition, the member will be permanently removed from the public housing lease and 50058-Family Report. New lease will be required for the remaining household members.

H. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609(a)(7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received on a regular basis regardless of frequency will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. This information must be reported by the family and will be averaged over a twelve-month period and included in the calculation of the TTP. It does not include casual contributions or sporadic gifts. (See chapter on “Verification Procedures,” for further definition.)

I. ALIMONY AND CHILD SUPPORT [24 CFR 5.609(a)(7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the LACDA **must** use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

J. LUMP-SUM RECEIPTS [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive resident rent that the family owes as a result of the lump sum receipt the LACDA will always calculate retroactively to date of receipt.

Retroactive Calculation Methodology

The LACDA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The LACDA will determine the amount of income for each certification period, including the lump sum, and recalculate the resident rent for each certification period to determine the amount due the LACDA.

At the LACDA's option, the LACDA may enter into a Repayment Agreement with the family.

The LACDA will only enter into a Repayment Agreement with the family if they are in good standing (no unpaid rent or other charges, no disturbance complaints). Repayment Agreement policies are delineated in Chapter 15 "Family Debts to the LACDA."

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

K. CONTRIBUTIONS TO RETIREMENT FUNDS—ASSETS

Contributions to company retirement/pension funds are handled as follows:

While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

After retirement or termination of employment, count any amount the employee elects to

receive as a lump sum.

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The LACDA will not include the value of assets disposed of for less than fair market value during the two years preceding certification or recertification, **unless** the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

M. CHILD CARE EXPENSES [24 CFR 5.603 (b)] and [24 CFR 5.611 (a)(4)]

Un-reimbursable child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek employment, attend school full time, or attend full-time vocational training (further his/her education). In the case of a child attending private school, only before or after-hours care can be counted as child-care expenses.

Child-care expenses must be reasonable. Reasonable is determined by what the average childcare rates are in the LACDA's jurisdiction.

Allowable deductions for child-care expenses are based on the following guidelines:

Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one-hour travel time to and from school).

Amount of Expense: On an annual basis, each site management office will survey the local care providers in the surrounding community to determine what is reasonable. The site management office will use the collected data as a guideline and will post the survey in a conspicuous area in the management office. If the hourly rate materially exceeds the guideline, the LACDA may calculate the allowance using the guideline.

N. MEDICAL EXPENSES [24 CFR 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Over-the-counter medication **must be doctor-prescribed** in order to be considered a medical expense and will be counted toward medical expenses for families who qualify if the family



furnishes legible receipts paid by the qualifying household with identification of the type of purchase. Bank statement will not be accepted in lieu of legible receipts.

Acupressure, acupuncture, physical therapy including exercise and chiropractic services may be considered allowable medical expenses if these services are recommended as a specific treatment by the qualifying family's primary physician.

The cost of transportation to and from medical appointments and treatments will be an allowable medical expense and will be calculated at the current IRS rate.

#### O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

##### Applicability

Proration of assistance must be applied to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

##### Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Flat Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated as delineated in PIH 2016-05:

Step 1: Determine the TTP in accordance with 24 CFR 5.628 (Annual income includes income of all family members, including any family member who has not established eligible immigration status).

Step 2: Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3: Subtract the TTP from the family flat rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

Step 4: Divide the family maximum subsidy by the number of people in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy".

Step 5: Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product

of this calculation is the “eligible subsidy”.

Step 6: The mixed family TTP is the flat rent minus the amount of the eligible subsidy.

Step 7: Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the flat rent, the LACDA must use the TTP as the mixed family TTP.

P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The LACDA will not reduce the public housing rent for families whose welfare assistance is reduced specifically because of:

Fraud; or

Failure to participate in an economic self-sufficiency program; or

Noncompliance with a work activities requirement.

However, the LACDA will reduce the rent if the welfare assistance reduction is a result of:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Verification Before Denying a Request to Reduce Rent

A family’s request for rent reduction shall be denied upon the LACDA obtaining written verification from the welfare agency stating that the family’s benefits have been reduced for fraud or noncompliance.

Cooperation Agreements

The LACDA has taken a proactive approach to culminating an effective working relationship between the LACDA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

Q.     UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Resident Rent, a utility allowance will be deducted from the total tenant payment. The Utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.

When the Utility Allowance exceeds the family's TTP, the LACDA will provide the family with a Utility Reimbursement Payment (URP) each month. The LACDA will provide a prepaid debit card to those residents that qualify for an URP. The prepaid debit card will be credited with the monthly URP and unused funds will accumulate. Debit card usage will be limited to the family's account balance. Any misrepresentation of income and/or household composition by any member of the household will require the family to repay any amount due the LACDA and may result in the termination of tenancy.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

New residents are required to change the utility services under the head-of-household by the LACDA's designated due date.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

Resident Responsibility for Appliances

Residents who are responsible for providing one or more appliance(s) are also responsible for the maintenance and upkeep of such appliance(s). Failure to maintain such appliance(s), as specified in the Lease Agreement, is grounds for termination of tenancy.

If the LACDA provides the tenant the range and/or refrigerator, and the tenant chooses to install his/her own appliance(s) after the initial term of lease, the utility allowance credit will not be provided for the appliance(s).

R.     EXCESS UTILITY PAYMENTS

Residents in units where the LACDA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24CFR 966.4(b)(2)]

## **PART II: FAMILY CHOICE IN RENTS**

### **A. FAMILY RENT CHOICE**

The LACDA shall provide written information to enable each family residing in a public housing unit to elect annually whether the rent paid by such family shall be 1) determined based on family income; or 2) the flat rent. The LACDA information will state the current flat rent amount and an estimate amount for the income-based rent according to the family's current information. The LACDA may not at any time fail to provide both such rent options for any public housing unit owned, assisted or operated by the LACDA.

Choice of rent is **not** applicable to Mixed Families. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

### **B. FLAT RENTS**

The LACDA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

Is based on the HUD established Small Area Fair Market Rents (SAFMR); and

Any change in the Flat Rent schedule due to changes initiated by HUD to the SAFMR will not be considered a "significant change" to the Annual/Agency Plan; and

Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts.

The LACDA shall review the income of families paying flat rent not less than once every three years.

### **C. INCOME-BASED RENTS**

The monthly Total Tenant Payment amount for a family shall be an amount, as verified by the LACDA, which does not exceed the greatest of the following amounts:

30 percent of the family's monthly adjusted income;

10 percent of the family's monthly gross income; or

The LACDA's Minimum TTP of \$50.

D. SWITCHING RENT DETERMINATION METHODS BECAUSE OF HARDSHIP CIRCUMSTANCES

In the case of a family that has elected to pay the LACDA's flat rent, the LACDA shall, no later than the first of the month following the month the family reported the hardship, provide for the family to pay rent in the amount determined under income-based rent, during the period for which such choice was made for the following hardship circumstances:

Situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment through no fault of the individual, death in the family, and reduction in or loss of income or other assistance;

An increase, because of changed circumstances, in the family's expenses for medical costs, childcare, transportation, education, or similar items; and

Such other situations as may be determined by the LACDA.

The LACDA will verify all hardship situations. If a family has switched from flat rent to income-based rent because of hardship, the family shall remain on income-based rent until the next scheduled annual recertification, at which time the LACDA shall allow the family to elect whether to pay flat rent or income-based rent.

E. LACDA'S FLAT RENT METHODOLOGY

The LACDA has set a flat rent for each public housing unit, based on the HUD established annual SAFMR. The following methodology will be utilized to determine and implement flat rents:

1. In accordance with Congressional and HUD requirements, the LACDA will set the Flat Rent for each public housing unit at no less than 80 percent of the applicable Small Area Fair Market Rent (SAFMR) as set by HUD for the Housing Choice Voucher program and adjusted to account for reasonable utilities costs. The Flat Rent will be the SAFMR less the UA as set for each dwelling unit.
2. Changes to the Flat Rent schedule due to changes initiated by HUD to the SAFMR will not be considered a "significant change" to the Annual/Agency Plan.
3. The new Flat Rent will be phased in if needed to ensure that any family currently paying Flat Rent will not experience a rental increase of more than 35% due to the change in the Flat Rent schedule.
4. The LACDA presents two options to the family:
  - A. The updated flat rental amount; and
  - B. The income-based rent.

For those families that choose to pay the Flat Rent, the amount the family pays **are not locked in for the three year period**. Instead, the LACDA revises the flat rent amount **annually** based on HUD's SAFMR's. Families currently paying the flat rent amount will be offered the choice between the updated annual flat rent amount, and the previously calculated income-based rent. For families that elect to pay flat rent, the LACDA will conduct a reexamination of family income at least once every 3 years, not annually.

F. ANNUAL RECERTIFICATION

During the annual recertification process, the family will be provided a form from the LACDA, on which the family will indicate whether they choose flat rent or income-based rent, sign and date and must return the form to the LACDA. The LACDA form will state what the flat rent would be, and an estimate, based on current information, what the family's income-based rent would be. This form will be retained in the resident's file.

## Chapter 6

### VERIFICATION PROCEDURES

[24 CFR Part 5, Subpart B; 24 CFR 960.259]

#### INTRODUCTION

This chapter explains the LACDA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in household composition. The LACDA's verification procedures are designed to meet HUD's requirements that the factors of eligibility and Total Tenant Payment be verified and that the LACDA maintain program integrity. Applicants and program residents must furnish proof of their statements whenever required by the LACDA, and the information they provide must be true and complete. The LACDA will ensure that proper authorization for release of information is always obtained from the family before making verification inquiries.

#### A. METHODS OF INCOME VERIFICATION AND TIME ALLOWED

The LACDA will use six levels of verification methods acceptable to HUD in the following order:

**Level Six: Up-Front Income Verification (UIV) using Enterprise Income Verification (EIV) (highest priority).** This level is mandatory and will be used when available. If the tenant provided information cannot be verified, the LACDA staff must document why such verification were not obtained and proceed with Level Five.

**Level Five: UIV using a non-HUD system (highest priority).** In cases where EIV is not available, this level will be used when possible. If the tenant provided information cannot be verified, the LACDA staff must document why such verification were not obtained and proceed with Level Four.

**Level Four: Third-Party written verification (high priority).** This verification level is defined as tenant-provided documents obtained from a third-party source. The documents must be authentic, original and computer-generated. Level Four is used:

- \* To support the information reported through EIV/UIV,

- \* When there is a discrepancy between EIV/UIV and tenant-reported income,

- \* When EIV or other forms of UIV are not available, the LACDA will accept authentic, original, computer-generated documents as verification of income, assets or other family circumstances.

If the tenant is unable to provide documents requested by the LACDA or the tenant provided documents are unacceptable (i.e., altered, mutilated, or is not legible), staff must proceed to Level Three and thoroughly document details of the action(s)

taken in this level.

**Level Three: Third-party written verification form (medium-low priority).** The LACDA will send verification forms directly to third party sources when:

- \* There is a discrepancy between EIV/UIV, and tenant-reported income and the tenant disputes the information in EIV,

- \* If the tenant provided documents are unacceptable by the LACDA (i.e., altered, mutilated, or is not legible), or

- \* Verification levels six through three are unavailable.

LACDA staff must document the date the verification forms were sent (i.e., mailed/fax) directly to the third party and date received by the LACDA. The third-party verification form must include a copy of the valid and signed form HUD-9886, Authorization for Release of Information.

**Level Two: Third-Party oral verification (low priority).** This level will be used when sending verification forms to third-party sources under Level Three is not possible or the forms are not returned in a timely manner.

LACDA staff must document in the tenant file, the date and time of the telephone call, the name of the person contact and telephone number, and information confirmed.

**Level One: Self-Declaration (low priority).** Certification/self-declaration verification will be the last level used if verification is not possible or able to be obtained using the higher levels of verification, the LACDA may allow up to ten (10) calendar days for the return of third-party verification forms before using the next verification level.

At all times, should the LACDA not obtain Levels 6, 5, 4, 3 or 2 of the verification hierarchy, the LACDA staff must document why such verifications at each level were not obtained and the verification method utilized to substantiate the information.

All tenant-provided documents are current if dated within 60 days of the date of receipt. However, verifications for applicants may not be more than 60 days old at the time of the unit offer.

## UIV

The LACDA will utilize up-front income verification tools. The use of the EIV system is mandatory and will be used whenever possible. Other UIV systems, such as the DPSS LEADER system for the verification of DPSS benefits and the Work Number, will be used whenever possible when EIV is unavailable.

If there is a difference in source of income or a substantial difference in reported income between EIV verification and family-provided documents and the tenant disputes the discrepancy or cannot



provide adequate documentation to validate the discrepancy, the LACDA shall follow the guidelines below:

- The LACDA will send written third-party verification forms directly to the disputed income source.
- The LACDA may review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the LACDA cannot readily anticipate income, such as in the cases of seasonal employment, unstable working hours, and suspected fraud.
- The LACDA will analyze all data (UIV data, third party verification documents provided by the family and verification forms returned by the disputed income source) and attempt to resolve the income discrepancy.
- The LACDA will use the most current information available to calculate the anticipated annual income.

In cases where UIV income data is different than tenant-reported income and the tenant does not dispute the discrepancy and can provide adequate documentation to validate the discrepancy, the LACDA will use the written third party documents provided by the family to calculate the anticipated annual income.

#### B. RELEASE OF INFORMATION

Applicants and residents are required to sign specific authorization forms when information is needed that is not covered by the HUD Form 9886, Authorization for Release of Information.

Each family member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature. Family refusal to cooperate with the HUD prescribed verification procedure will result in denial of admission or termination of tenancy in accordance with the family's obligation to provide information requested by the LACDA.

#### C. ITEMS TO BE VERIFIED

1. All income not specifically excluded by the regulations needs to be verified.
2. Zero-income status of households (includes applicants and residents); households will be required to complete a family expense form at each certification or recertification interview.
3. Full-time student status including high school students who are 18 or over.
4. Current assets including assets disposed of for less than fair market value in preceding two years.

5. Child-care expense where it allows an adult family member to be employed, seek employment or to further his/her education.
6. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
7. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
8. Legal identity.
9. U.S. citizenship/eligible immigrant status.
10. Social Security Numbers for all family members.
11. Preference status based upon LACDA preferences.
12. Family/marital status when needed for head of household/co-head and/or spouse/marital-type partner definition.
13. Disability for determination of preferences, allowances or deductions.
14. Enrollment in a Medicare prescription drug plan.
15. The amount of prescription drug benefits received.
16. Actual or threatened incidents of domestic violence, dating violence, sexual assault or stalking.

Per PIH 2013-04, income that is fully excluded means the entire amount qualifies to be excluded from the annual income determination. **For fully excluded income, the LACDA will not:**

- Verify the income in accordance with the HUD-prescribed verification hierarchy;
- Document in the tenant file why third-party verification was not available as required by 24 CFR 960.259(c)(i) and 24 CFR 982.516(a)(2); and
- Report the income in Section 7 of form HUD-50058.

NOTE: Cal Fresh benefits are an excluded income, the benefits will be verified for purposes of verifying if a household member meets the HUD exemption criteria for the mandated Community Service Requirement (CSSR).

The LACDA will accept an applicant or resident's self-certification as verification of fully excluded income. The LACDA's application and reexamination documentation, which is signed by all adult family members, will serve as the self-certification of the fully excluded income. The

LACDA will elevate the verification requirements if necessary, to determine if a source of income qualifies for a full exclusion.

#### D. VERIFICATION OF INCOME

This section defines the methods the LACDA will use to verify various types of income.

##### Employment Income

Acceptable methods of verification include, but are not limited to the following:

1. EIV system, or if EIV is unavailable, other UIV tools, such as the Work Number.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings. This may be requested, along with W-2 forms, to supplement EIV data or a primary verification in the event EIV or other UIV tools are unavailable. Residents are required to provide the LACDA with a minimum of **two (2)** current and consecutive pay stubs for determining annual income from wages. For new income sources or when a minimum of **two (2)** pay stubs are not available, the LACDA will project income based on the information from traditional written third-party verification form or other acceptable verification method.
3. Employment verification form completed by the employer.
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Applicants and program residents may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the LACDA will require the most recent federal income tax statements.

#### Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, but are not limited to the following:

1. EIV system
2. Computer report electronically obtained or in hard copy.
3. Award or benefit notification letters prepared by the providing agency.

#### Unemployment Compensation

Acceptable methods of verification include, but are not limited to the following:

1. EIV system.
2. Verification form completed by the unemployment compensation agency.
3. Payment stubs.
4. The Employment Development Department (EDD) no longer responds to requests for verification of unemployment and State Disability Insurance benefits.

#### Welfare Payments or General Assistance

Acceptable methods of verification include, but are not limited to:

1. Department of Public Social Services (DPSS) LEADER computerized database of DPSS clients;
2. Computer-generated DPSS Notice of Action;
3. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months; or
4. LACDA verification form completed by payment provider.

#### Alimony or Child Support Payments

Acceptable methods of verification include, but are not limited to the following:

1. Computerized official printout of payments made, if through a State agency.
2. Copy of a separation or settlement agreement or a divorce decree stating amount and type

of support and payment schedules.

3. An affidavit from the persons paying the support.
4. LACDA verification form completed by payment provider.
5. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
6. If payments are irregular, the family must provide appropriate court or welfare agency documents supporting the family's claim that the amount they are actually receiving is less child support/alimony than was ordered.

The County of Los Angeles Child Support Services Department no longer responds to written or oral third-party verification requests by the LACDA.

#### Net Income from a Business

In order to verify the net income from a business, the LACDA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include, but are not limited to the following:

1. IRS Form 1040, including:
  - Schedule C (Small Business)
  - Schedule E (Rental Property Income)
  - Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.
3. Documents such as cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

### Child Care Business

If an applicant/resident is operating a licensed day care business, income will be verified as with any other business.

If the applicant/resident is operating a “cash and carry” operation (licensed or not), the LACDA will require the applicant/resident to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it to the site management office.

### Recurring Gifts

The family must furnish an Affidavit under penalty of perjury, which contains the following information:

The person who provides the gifts

The value of the gifts

The estimated frequency of the gifts

### Zero-Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families must also provide a written statement as to how they meet living expenses, such as utilities, food, clothing, and other incidentals, when they claim a zero income.

### Full-Time Student Status

Only the first \$480 of the earned income of full-time students 18 years of age or older (including those who are temporarily absent), other than head of household/co-head and/or spouse/marital-type partner, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

- Verification of full-time student status includes: Written verification from the registrar’s office or other school official.

- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the education institution.
- A copy of student's transcript or grade report.

E. INCOME FROM ASSETS

Acceptable methods of verification include, but are not limited to the following:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or LACDA verification forms completed by the financial institution. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
2. IRS Form 1099 from the financial institution, provided that the LACDA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

Acceptable documents for verification include, but are not limited to the following:

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

Net Rental Income from Property Owned by Family

Acceptable documents for verification include, but are not limited to the following:

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

## F. VERIFICATION OF ASSETS

### Family Assets

The LACDA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, the most recent investment report/statement for the checking and savings certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds.

Estimate of personal property held as an investment.

Verification forms from a financial institution or broker.

Although the LACDA will accept the family's estimated value of personal property held as an investment, the LACDA may require the additional information necessary to determine the current cash value (the net amount the family would receive if the asset were converted to cash), and/or obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal. The LACDA may incur the cost of the appraisal on behalf of the household or assign an appraiser at the LACDA's expense and at a reasonable cost.

When additional information is requested by the LACDA, the household must provide the LACDA with acceptable, written third-party verification documents to verify the value of or income from an asset. A written third-party verification document is considered current if at the time of **receipt** of the document is:

- A monthly statement not more than 60 days old, or
- The most recent quarterly statement, or
- A savings passbook that has been updated by the financial institution within the last 60 days, or



- The most recent annual statement, or
- The most recent document or statement issued to the family, including but not limited to a closing escrow statement or closing bank statement.

#### Assets Disposed of for Less than Fair Market Value (FMV)

1. For all certifications and re-certifications, the family will certify as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows:
  - (a) All assets disposed of for less than FMV;
  - (b) The date they were disposed of;
  - (c) The amount the family received; and
  - (d) The market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

#### G. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

##### Child Care Expenses

Acceptable documents for verification include, but are not limited to the following:

- Verification documents the family obtained from the childcare provider that specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and typical yearly amount paid, including school and vacation periods.
- Written verification form returned by the person or the agency who receives the payments. If the childcare provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.
- Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.
- In all instances, the LACDA may also request income tax records, money orders to the childcare provider and/or cancelled checks.

## Medical and Disabled Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expenses claimed must be paid by the household. The LACDA has the right to request verifiable proof that all receipts and expenses claimed have been paid for utilizing funds directly from the household. Additionally, all expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of
  - (a) The anticipated medical costs to be incurred by the family and regular payments due on medical bills; and
  - (b) Extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
4. For attendant care:
  - \* A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
  - \* Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
6. Copies of payment agreements or most recent invoice that verify payments **made** on outstanding medical bills that will continue over all or part of the next 12 months.
7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. LACDA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.
8. The LACDA will use mileage at the IRS's rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical

treatment.

1. Assistance to Persons with Disabilities:  
In all cases the LACDA may require:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

If the family pays for any portion of the attendant care expenses, the attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

NOTE: Disability expenses are allowable deductions only if the expenses enable a member of the household age 18 and over (including the disabled member) to go to work.

#### H. VERIFYING NON-FINANCIAL FACTORS

##### Verification of Legal Identity

In order to prevent program abuse, the LACDA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

Certificate of Birth, Naturalization Documents

Current, valid Driver's License

Department of Motor Vehicles Identification Card

U.S. Military Discharge Documents (i.e., DD 214)

U.S. Passport

Foreign Consulate Identification Cards (FCICs) approved by the Los Angeles County Board of Supervisors for the purpose of verifying identity.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

Certificate of birth

Adoption papers

Custody agreement

#### Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

#### Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

Verification of relationship:

Official identification showing names

Birth certificates

Verification of guardianship:

Court-ordered assignment

Affidavit of parent

Verification from social services agency

School records

Evidence of an established family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Credit reports showing relationship

#### Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the LACDA will consider any of the following as verification:

Husband or wife institutes divorce action

Husband or wife institutes legal separation.

Order of protection/restraining order obtained by one family member against another.

Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

Statements from other agencies such as social services that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

If the adult family member is permanently confined to a nursing home, verification is required from the nursing home.

#### Verification of Change in Family Composition

The LACDA may verify changes in family composition (either reported or unreported) through letters, telephone calls, leases, utility records, inspections, landlords, neighbors, credit data, school or Department of Motor Vehicle (DMV) records, and other sources. Verification of legal custody must be a court-ordered assignment or verification from a social service agency.

### Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) **or** verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, licensed social worker, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability, using the HUD language as the verification format.

### Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be United States (U.S.) citizens or non-citizens with eligible immigrant status. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by United States Citizenship Immigration Services (USCIS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the LACDA hearing is pending.

Citizens or Nationals of the U.S. are required to sign a declaration under penalty of perjury. In addition, the family will be required to provide documentation to verify eligible status, such as: U.S. Birth Certificate, U.S. Passport, Certification of Naturalization, or required documentation to verify declared status.

Eligible Immigrants who were residents and 62 or over on June 19, 1995, required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status **must** sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The LACDA verifies the status through the USCIS Systematic Alien Verification for Entitlements (SAVE) system. If this primary verification fails to verify status, the LACDA **must** request within ten (10) days that the USCIS conduct a manual search.

Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household/co-head and/or spouse/marital-type partner.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa, but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

VAWA Self-Petitioners (PIH 2017-02) are those who claim to be victims of “battery and extreme cruelty”. VAWA covers the following types of battery or extreme cruelty:

domestic violence, dating violence, sexual assault, and stalking. A VAWA self-petitioner can indicate that they are in “satisfactory immigration” status when applying for Public Housing or continued assistance. “Satisfactory immigration status” means an immigration status which does not make the individual ineligible for financial assistance. Once the LACDA verifies the applicant’s immigration status in the Department of Homeland Security (DHS) SAVE System, the LACDA will make the final determination as to the self-petitioner’s eligibility for assistance.

Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the noncitizen victim must have been battered or subject to extreme cruelty by their spouse or parent, who is a U.S. citizen or Lawful Permanent Resident (LPR). The LACDA may receive a petition at any time but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking; PITT 2016-09).

Once the LACDA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, the LACDA is prohibited from requesting any additional information from the VAWA self-petitioner, other than what is required below to complete the verification.

### **VAWA Self-Petitioner Verification Procedure**

When the LACDA receives a self-petition or INS Form 797 “Notice of Action”, the LACDA will initiate verification in the SAVE System as delineated in PITT 2017-02. During the verification process, housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If this primary verification fails to verify status, the LACDA must request within ten days that the USCIS conduct a manual search. If the final determination is to deny the VAWA self-petition or LPR petition, the LACDA will alert the petitioner and take the appropriate actions in accordance with the ACOP.

VAWA self-petitioners must be verified through the USCIS SAVE system. When the LACDA receives a self-petition or INS Form 797 “Notice of Action”, the LACDA will initiate verification in the SAVE System as delineated in PITT 2017-02. During the verification process, housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If this primary verification fails to verify status, the LACDA must request within ten days that the USCIS conduct a manual search. If the final determination is to deny the VAWA self-petition or LPR petition, the LACDA will alert the petitioner and take the appropriate actions in accordance with the ACOP.

Failure to Provide. If an applicant or resident family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member and the tenant’s rent portion will be prorated. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For family members added after other members have been verified, the verification occurs prior to the new member moving in. Once verification has been completed for any covered program, it need not be repeated. **The LACDA will also request new immigration documents for those individuals whose immigration documents that prove eligibility has expired.**

Extensions of Time to Provide Documents. The LACDA will grant an extension of 30 days for families to submit evidence of eligible immigrant status or a receipt issued by the USCIS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Foreign Passport with I-551 stamp

Arrival-Departure Record (I-94) with no annotation accompanied by:

- A final court decision granting asylum (if no appeal is taken);
- A letter from an INS or USCIS asylum officer granting asylum (if application is filed on or after 10/1990) or from an INS director granting asylum (application filed before 10/1990);
- A court decision granting withholding of deportation; or
- A letter from an asylum officer granting withholding of deportation (if application filed on or after 10/1/90)

Arrival-Departure Record (I-94) stamped with one of the following:

- “Admitted as a Refugee Pursuant to Section 207”
- “Section 208” or “Asylum”
- “Section 243(h)” or “Deportation stayed by Attorney General”
- “Paroled Pursuant to Section 221(d)(5) of the INS (or USCIS)” Temporary Resident Card (I-688) annotated “Section 245A” or Section “210”

Employment Authorization Card (I-688B) annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”



Any official revision of the acceptable documents listed above  
Receipt issued by the USCIS for issuance of replacement of any of the above documents  
that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Determination of Ineligibility. After the LACDA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

#### Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members, except for family members who were determined eligible on or before January 31, 2010 and were at least 62 years old on that date, and family members who are not eligible to obtain a Social Security number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- \* A document issued by the Social Security Administration that contains the name and Social Security number of the individual; or
- \* A document issued by a Federal, state or local government agency that includes the name, Social Security Number and other identifying information about the individual.

All new family members, except children age 5 and under, who have not been assigned a number, will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the LACDA and the family member will not be added to the household composition until it is provided.

A child age 5 or under who has not been assigned a Social Security Number may be added to the household before providing a Social Security number. However, the parent or guardian will be required to sign a form attesting that the child was never issued a Social Security Number. The family **must disclose** the child's Social Security Number **within 90 calendar days of being added to the family composition.**

If the family is unable to disclose and provide evidence of the Social Security Number within the 90 calendar days, the LACDA may grant the family an additional 90-calendar day period to comply

with the Social Security Number disclosure and documentation requirement. The additional 90-calendar day period may be granted if the LACDA determines that the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside of the control of the family. Examples include but are not limited to: delayed processing of the Social Security Number application by the Social Security Administration, natural disaster, fire, death in family etc. If the family fails to provide the required documentation within the established timeframe, the family's assistance will be terminated.

If the family member states they cannot legally obtain a Social Security number, the family member will be required to sign a certification to this effect.

## **I. VERIFICATION OF SUITABILITY FOR ADMISSION**

Sources to be used to determine suitability include but are not limited to:

Criminal History Reports

Prior landlord references

Physicians, social workers, and other health professionals

LACDA and Other Housing Authority's (to whom the family may owe debt)

(See Chapter 2 on eligibility.)

### **Ability to Meet Financial Obligations Under the Lease**

All applicants may be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants may be interviewed and asked questions about the basic elements of tenancy.

The LACDA may access a Credit Report on all applicants prior to selection.

The LACDA may independently verify the rent-paying history of all applicants directly from previous landlord(s).

### **Drug-Related or Violent Criminal Activity**

The LACDA will complete a criminal background check of all adult members of the household.

### **Housekeeping**

The LACDA will obtain references from prior landlords to determine acceptable housekeeping standards.

The LACDA may conduct a home visit prior to admission.

J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 5.410, 5.415, 5.430]

Local Preferences

1. Homeless families: To qualify for this preference, homeless families must be referred by a Joint Powers Authority (JPA), County agencies or Community Based Organizations (CBOs) with a contract or Memorandum of Understanding (MOU) in place with the LACDA. Additionally, the LACDA will require partner agencies to use a Coordinated Access System for homeless referrals. The referring agency must provide a certification of the family's homeless status.
2. Residency preference: For families who live, work or have been hired to work in the jurisdiction of the LACDA.

In order to verify that an applicant is a resident in the jurisdiction of the LACDA, the LACDA will require any of the following documents: current rent receipts, leases, utility bills, employer or agency records, school records, driver's licenses, voters registration records, credit reports, statement from household with whom the family is residing. At the LACDA's discretion, verification of residency may also include other documents, certifications, or declarations as needed to verify that a family lives or works in the jurisdiction.

3. Veteran's preference: This preference is available to current members of the U.S. Armed Forces, veterans, or surviving spouses/marital-type partners of veterans. Acceptable documentation regarding veteran's status will include a DD-214 (discharge documents), proof of receipt of veteran's benefits, or documentation from the Veteran's Administration.

K. VERIFICATION OF VAWA STATUS

The LACDA will request in writing that an individual or someone on their behalf certify via HUD form-5382,"Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation", that the individual is a victim of domestic violence, dating violence, sexual assault or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 113-4-March 7, 2013. The victim is only required to provide the name of the perpetrator if the victim knows the name of the perpetrator and it is safe to provide it. The LACDA will request the certification in writing.

All residents are provided with a "Notice of Occupancy Rights under the Violence Against Women Act" HUD form-5380 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation" HUD form-5382 published in December 2016 at Lease-In. If the individual needs another copy, the LACDA will require that the resident come into the management office to pick up HUD form-5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation". In those cases where the victim of domestic violence, dating violence, sexual assault or stalking is unable to pick up the

form due to imminent danger by the perpetrator, the LACDA will arrange to safely provide the form to the victim.

The individual or someone on their behalf shall provide such certification within 14 business days (Saturdays, Sundays, and Federal holidays do not count) after the individual receives HUD form-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation". If the individual or someone on their behalf does not provide the certification within 14 business days of receiving the form, nothing in this subsection, or in Public Law 113-4-March 7, 2013, may be construed to limit the authority of the LACDA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the LACDA, the 14 business days deadline may be extended.

**An individual may also satisfy the certification requirement by producing the following types of third-party documentation:**

1. A document signed by the resident and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom the resident is seeking or has sought assistance relating to the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence", "sexual assault", or "stalking" in HUD's regulations at 24 CFR 5.2003.
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

The LACDA **will not demand that an individual produce official documentation or physical proof** of the individual's status as a victim of domestic violence, dating violence, sexual assault or stalking in order to receive any of the benefits provided in this section. At the discretion of the LACDA, an individual may be provided benefits based solely on the individual's statement or other corroborating evidence.

In the case where the LACDA receives conflicting certification documents from two or more members of the household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the LACDA will determine which is the true victim by requiring third-party documentation within 30 calendar days in order to resolve the conflict. Additionally, the LACDA will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and to address the distribution or possession of property among the household. If the resident(s) fail or refuse to provide third-party documentation where there is conflicting evidence, the LACDA does not have to provide the resident(s) with the protections contained in HUD form-5380 "Notice of Occupancy Rights under the Violence Against Women Act."

## Chapter 7

### TRANSFER POLICY

#### INTRODUCTION

It is the policy of the LACDA to permit a resident to transfer within or between housing developments under certain circumstances set forth below. The LACDA Executive Director shall retain discretionary authority to approve/disapprove all transfers.

The LACDA will always consider transfer requests as a reasonable accommodation for a person with a disability.

All transfers will be made without regard to race, color, religion, sex, gender, gender identity and expression, family status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18), national origin, marital status, ancestry, age, sexual orientation, disability, medical condition, source of income, genetic information, military and veteran status, arbitrary characteristics, or any other basis prohibited by law. Residents can be transferred to accommodate a disability.

Except under certain limited circumstances, residents will receive one unit offer for a transfer, whether for LACDA-initiated transfers or resident-initiated transfer requests approved by the LACDA. Refusal of an Emergency/Mandatory transfer initiated by the LACDA without good cause may result in lease termination. Refusal of an offer in response to a Resident initiated transfer request without good cause will result in the removal of the household from the transfer list.

#### A. LACDA INITIATED TRANSFERS

Under certain circumstances the LACDA may require that a household transfer to another unit at the same public housing development or to another public housing development. **The LACDA initiated transfers below shall take priority over new admissions.** The LACDA prioritizes transfers in the order delineated below:

##### 1. Emergency Transfers:

Emergency transfers (which includes VAWA) are mandatory when the LACDA determines that conditions **pose an immediate threat to resident life, health or safety**. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety. If a unit become uninhabitable due to conditions caused by the resident, any member of the resident household, or the resident's guests, it will be addressed through the lease violation process and the resident shall not have the rights set forth above, or if the cause for the conditions is determined after the transfer, the LACDA may still terminate tenancy; alleviate verified disability problems of a life threatening nature; or to protect residents due to a reasonable fear of direct violence. Such transfers may be initiated after the LACDA receives input from local law

enforcement. In considering whether to initiate such transfers, the LACDA will take account the circumstances creating the risk of violence and make a determination in the best interest of the resident and the LACDA.

2. **Administrative Transfers:**

Administrative transfers include (a) a transfer to remove residents who are victims of a violent or hate crimes or are witnesses to violent or hate crimes and may face reprisals due to their cooperation with law enforcement and or residents who are victims of extreme harassment; (b) a transfer to alleviate a verified medical problem of a serious (but not life-threatening) nature; (c) a **mandatory** transfer to permit modernization or demolition of units and/or to perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead-based paint hazards; (d) a **mandatory** transfer to permit a family that requires a unit with accessible features to occupy such a unit.

Requests for these transfers will be made to the LACDA Administrative Office with the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the LACDA (e.g., moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

3. **Occupancy Standards:**

Occupancy standards transfers will be made if the household is not in between the minimum and maximum occupancy standard's set forth by the LACDA.

4. **Other LACDA Initiated:**

Other LACDA initiated transfers may be made to avoid concentration of the most economically and socially deprived families, or address situations that interfere with peaceful enjoyment of the premises.

In addition, the LACDA will determine whether to transfer a family to a different development, the LACDA will take into consideration the geographical distances between the current unit and the available vacant unit, which may delay requiring the family to transfer until a suitable unit within a reasonable distance or in the same development is available.

B. **RESIDENT INITIATED TRANSFERS**

Any resident-initiated transfer shall **not** take priority over new admissions:

A resident shall have resided in their unit for a minimum of 24 months before being eligible for a transfer to another housing development. Each resident may not request more than one transfer

every four years. (Exceptions to this standard will be made for medical or other emergency situations under LACDA initiated transfers).

Furthermore, the LACDA will consider approving transfer requests, other than those for health and safety reasons, by taking into account whether the resident is in good standing with the LACDA. Please see Section E below, “Good Record Requirement for All Transfers”.

Residents requesting to transfer to another unit or development are required to submit a Resident Request to Transfer Form to the site management office. Within ten (10) calendar days, the Property Manager will review the request and determine if the resident is in good standing with the LACDA, has met the 24-month residency requirement, and has not transferred from another site within the last four years.

1. Upon determination by the Property Manager that the resident has met the transfer eligibility criteria, the Resident Request to Transfer Form (RRTF) will be submitted to the Area Manager for review and approval.
2. Should the request be approved, the LACDA will inform the resident in writing. In addition, once a unit becomes available for the unit transfer, the LACDA will advise the resident of the location to allow the resident an opportunity to view and/or accept the unit. Upon acceptance of the unit by the resident, the LACDA will inform the resident of the date of their lease termination for their existing/current unit and the move-in date for the new unit.
3. Should a unit not be immediately available, LACDA will notify the resident that their name has been placed on the transfer list for the location and/or bedroom size desired. If the request is denied, the family will be sent a letter stating the reason for denial and offering the family an opportunity for an informal conference.
4. Requests to transfer to another unit within the same development, generally for medical reasons or to accommodate a smaller/larger family composition, will be reviewed and approved by the Property Manager. As units become vacant, the Property Manager will review the transfer list to determine if a request has been approved for a unit of a particular bedroom size and/or accessibility features. The Property Manager will advise the Area Manager that the unit has been flagged for an intra-development transfer. In cases where the Property Manager denies the transfer request, the resident will be notified in writing of the decision and offered an opportunity for an informal conference.

#### C. PROCESSING TRANSFERS

1. Transfers will be sorted into their appropriate priority status by the Property Manager for their respective sites. Transfers will be made in the following order:  
  
First: Emergency transfers;  
Second: Administrative Transfers;

Third: Occupancy Standards;  
Fourth: Other LACDA Initiated; and  
Fifth: Resident Initiated Transfers.

Within each category, transfer requests will be sorted by the date the completed request (including any verification needed) is received from the Program Specialist or Resident Manager.

2. Transfers to correct occupancy standards may be recommended at time of re-examination or interim re-examination.
3. Residents in over/under housed status “occupancy standards transfer” will be advised by the LACDA that a transfer is recommended, and that the family has been placed on the transfer list.
4. When a HOH, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for an occupancy standard transfer until the child is four (4) years of age. Exceptions: Court Order, DCFS mandated requirements, spouse or marital-type partner is added to the Lease Agreement, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household.

#### D. UNIT OFFERS

1. The LACDA will make a maximum of one unit offer to residents. A resident must accept or reject the unit offered within two (2) calendar days of the date the offer is made and move into the unit within five calendar days of the date the offer is made. Residents are entitled to reject transfer offers for a “good cause.”
2. Examples of “good cause” reasons for the refusal to take a housing unit offered include, but are not limited to:
  - i. Unit is not of the proper size and type, and the transferred resident’s household would be able to reside there only temporarily;
  - ii. Unit contains lead-based paint, and accepting the offer could result in subjecting the applicant’s children under seven (7) years of age to lead-based paint poisoning;
  - iii. An elderly family makes the decision not to occupy or accept occupancy in designated housing; (24 CFR 945.303(d));
  - iv. A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member;
  - v. The unit is inappropriate for the applicant’s disabilities.



If the LACDA has no safe and available units for which a tenant who needs an emergency is eligible, the LACDA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.

E. GOOD RECORD REQUIREMENT FOR ALL TRANSFERS

1. In general, and in all cases for all resident-requested transfers, residents will be considered for transfers only if the head of household and any other household members for the past 24 months:
  - i. have not engaged in criminal activity that threatens the health and safety of other residents and staff;
  - ii. do not owe back rent or other charges, or evidence a pattern of late payment;
  - iii. meet reasonable housekeeping standards and have no housekeeping lease citations; and
  - iv. can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers as deemed necessary by the LACDA.
  - i. In situations that involve a Threat of Violence (TOV), and the resident has an existing Payment Agreement with the LACDA, the transferring resident shall enter into a repayment agreement that will be an Addendum to the Lease Agreement of the new residence, entitled "Repayment Agreement Addendum to the Los Angeles County Development Authority Public Housing Lease Agreement".
3. Absent a determination of an exception, the following policy applies to transfers:
  - i. If back rent is owed, the resident will not be transferred until the total amount of back rent is paid in full.
  - ii. A resident with housekeeping standards citations will not be transferred until he/she passes a follow-up housekeeping inspection.

F. SECURITY DEPOSITS AND PAYMENT OF DEBT ASSOCIATED WITH THE PRE-TRANSFER UNIT

1. **Disposition of security deposit for a transfer to a new housing development:**  
The LACDA will charge the family for any damages to the previous unit that exceed that unit's security deposit. If there is a balance left on the original security deposit, it will be refunded within twenty-one days following move-out. The family will be charged a new security deposit and must pay **the** security deposit to the receiving development upon move-in. Any charges due prior to move out (i.e., delinquent maintenance charges, late rent fee, etc.) will be billed by the previous

housing development to the resident. Moreover, any “Other Charges” incurred after the resident vacates the unit (i.e., maintenance charges) which exceed the security deposit will also be billed to the resident. The resident must pay “Other Charges” within 30 calendar days of receiving an invoice. “Other Charges” are reasonable charges beyond normal wear and tear for repair or damage to the residence or for unauthorized alteration to the residence or common areas caused by the resident, other household members or guests.

**Disposition of security deposit for a transfer within the same housing development:** If there is a balance left on the original security deposit (previous unit), it will be refunded within twenty-one days following move-out. Any charges due prior to move out (i.e., delinquent maintenance charges, late rent fee, etc.) will be billed to the resident. Moreover, any “Other Charges” incurred after the resident vacates the previous unit (i.e., maintenance charges) which exceed the security deposit will also be billed to the resident. The resident must pay “Other Charges” within 30 calendar days of receiving an invoice. “Other Charges” are reasonable charges beyond normal wear and tear for repair or damage to the residence or for unauthorized alteration to the residence or common areas caused by the resident, other household members or guests.

2. In the case of LACDA initiated transfers, the inability to pay the security deposit should not delay the transfer and will be handled on a case-by-case basis.
3. **Lease Agreement Addendum for repayment of debts owed to the LACDA related to pre-transfer unit:** The beneficiary of a transfer must repay any debts owed to the LACDA related to the pre-transfer unit. In order to assure that a Resident who is the beneficiary of a transfer satisfies any debts owed to the LACDA related to their pre-transfer unit, the transferring resident shall enter into a repayment agreement that will be an Addendum to the Lease Agreement of the new residence, entitled “Repayment Agreement Addendum to the Los Angeles County Development Authority Public Housing Lease Agreement”. The failure of the transferring Resident to pay the debts owed to the LACDA related to their pre-transfer unit shall be a material breach of the Lease Agreement for the new residence.

#### G. RESIDENT’S RESPONSIBILITY

Residents are responsible for all moving costs related to a Resident Initiated transfer. The LACDA will only incur the reasonable moving costs of transfers initiated by the LACDA due to demolition, disposition, revitalization, rehabilitation, and/or a reasonable accommodation for a resident with a disability.

Residents **must** return the keys to their old unit within five (5) calendar days of the date the transfer offer was made. Should the resident not return the keys to their old unit, the sending development, in addition to billing the resident, will also notify the receiving development of the resident’s outstanding balance. Failure to pay outstanding charges to the LACDA is a material breach of the

Lease Agreement and the resident will be subject to termination of their tenancy.

#### H. RECERTIFICATION

A Recertification (50058 Action Type 2 or 12) will not be conducted at the time of transfer, unless the actual move in date occurs on the household annual recertification date or the Flat Rent update. The date of annual recertification will not change upon the completion of the transfer.

#### I. VAWA EMERGENCY TRANSFER PLAN

On November 16, 2016, the VAWA final rule was published in the Federal Register requiring emergency transfer plans for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. Transfers under VAWA are considered “Emergency Transfers” which are given first priority over other types of transfers. This plan is based on a model emergency transfer plan provided by HUD form-5381. All other transfer policies in this chapter also apply to VAWA transfers.

The LACDA 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 VAWA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

The ability of the LACDA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the LACDA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

*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 to tenants on safety and security.*

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify their respective LACDA management office and submit a **written** request for a transfer. The tenant will be provided with **HUD form-5383** "Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". The LACDA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the Los Angeles County Development Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

The LACDA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the LACDA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the "Notice of Occupancy Rights under the Violence Against Women Act" HUD form-5380 for all tenants for more information about the LACDA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

The LACDA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The LACDA will, however, prioritize this type of transfer and act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The LACDA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

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

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

Pending processing of the transfer approval and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe, including but not limited to temporary housing by staying with family or friends. 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, that hotline can be accessed by calling 1-800-787-3224 (TTY). Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>. For referrals to local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking residents should contact their management office.

## Chapter 8

### LEASE AGREEMENT

[24 CFR 966.4]

#### INTRODUCTION

All units must be occupied pursuant to a dwelling Lease Agreement that complies with HUD's regulations [24 CFR Part 966]. This chapter describes the LACDA's policies pertaining to lease execution, terms of Lease Agreement, security deposits, rent payments, inspection of units, and additions to the lease.

#### A. LEASE ORIENTATION

Upon execution of the lease, the LACDA will conduct a lease orientation for all adult members of the household. The family **must** attend an orientation before taking occupancy of the unit.

At the time of the Lease-in interview, all adult members will be required to sign the Lease Agreement, Lease Addendums, House Rules, Certified Statements of Resident Obligations, and other documents required by the LACDA. Failure to sign any required documents will be cause for denial of housing.

Families will be provided with the following information during the lease orientation:

- A copy of the Lease Agreement

- A copy of the LACDA's lease and grievance procedure

- A copy of the House Rules

- A copy of the full application and signed release forms

- A copy of Parking Policy

- A copy of the Certified Statement of Resident Obligations

- A copy of the HUD Form 52675 and What You Should Know About EIV

- Information on the Privacy Act

- Lead Based Paint Information

- Fair Housing Booklet

- A copy of the LACDA's Pet Policy

A schedule of LACDA maintenance charges

Copy of the Community Service Requirement (CSSR) Entrance Agreement (or CSSR Exemption Form)

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges

Provisions of the Lease

Orientation to the community

Unit maintenance and work orders

CSSR Requirements

B. TERM OF LEASE AGREEMENT

The initial term of the lease will be for 12 months. The lease will renew for a 12-month term unless good cause exists not to renew the lease. The LACDA will provide the household with an Annual Notice of Change to Public Housing Lease Agreement (“Addendum”), which will be signed by the Property Manager or Area Manager. The Lease Addendum will include the monthly rental payment amount and all other covenants, terms and conditions of the Lease will remain the same. The adult household members are not required to sign the Lease Addendum renewal.

See Chapter 11 for further detail regarding the date of annual re-examination and the Lease Agreement anniversary date.

C. EXECUTION OF LEASE

The lease shall be executed by the head of household/co-head and/or spouse/marital-type partner, and all other adult members of the household, and by an authorized representative of the LACDA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the LACDA will retain one in the resident’s file. The lease is incorporated into this policy by reference. The lease document will reflect current LACDA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents.

A new lease is executed at the time of the transfer of a resident from one LACDA unit to another.

A new lease is executed at the time of an approved new adult member add-on.

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change.

The names of all household members are listed on the lease at initial occupancy and on the Annual Notice of Change Public Housing Lease Agreement ("Addendum") each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

Changes to resident rents are made upon the preparation and execution (signed) of an Annual Notice of Change Public Housing Lease Agreement ("Addendum") at the time of the annual recertification or "Notice of Rent Adjustment" between annual reexaminations by the LACDA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a live-in aide are required to execute a "Live-In Aide Agreement" authorizing the arrangement and describing the status of the attendant.

#### D. MODIFICATIONS TO THE LEASE

The LACDA may modify its form of lease from time to time, giving residents 30 days for an opportunity to comment on proposed changes and advance notice of the implementation of any changes.

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least 30 days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and at site management offices.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by the site Property Manager or Area Manager.

A resident's refusal to execute the LACDA approved lease modifications, or those modifications required by HUD, is a material breach of the Lease Agreement and grounds for termination of tenancy.



#### E. ADDITIONS TO THE LEASE

Requests for the addition of a new member to the household must **first be approved by the LACDA**, prior to the actual move-in by the proposed new member except for additions by birth, adoption, court-awarded custody foster adult, and/or of a minor child approved by a social service agency (i.e. DPSS, DCFS, etc.), in which case the family must inform the LACDA within ten (10) calendar days.

Following receipt of a family's request to add a new member, the LACDA will conduct a pre-admission suitability review for those proposed household members over the age of 18 and conduct a screening for sex offender status for proposed members between the ages of 13 to 17 years of age. A new Lease Agreement for the household will be required when an authorized adult member is approved and added to the family composition. Only those members approved by the LACDA will be added to the lease. Furthermore, the LACDA will consider whether the resident request to add a member(s) will exceed the occupancy limit for the unit as a factor determining whether to approve the request.

Upon approval by the LACDA, families may add only the following persons to their lease:

- Spouse/marital/domestic-type partner and the minor children of that person
- Minor child of the head of household, co-head, spouse/marital-type partner who has been living elsewhere
- Adult child due to recent discharge from the military
- A disabled adult parent or child of the head of household/co-head who requires disability-required care
- Former household member(s) may be reinstated within 120 days after their move-out, if they are in good standing with the LACDA. Member is subject to Criminal Background screening and must meet suitability requirements.
- Secondary Education Students - Former household members in good standing that were removed from the household while attending a secondary educational institution may be reinstated upon completion of their education program, with verification. Written verification from the registrar's office will be required. Verification must include ongoing and consecutive enrollment status or an approved and/or authorized leave per the educational institution, or evidence of completion. Member is subject to Criminal Background screening and must meet suitability requirements.

Live-in aides do **not** have the right of tenancy and **cannot** be added to the families' Lease Agreement. Upon approval by the LACDA, a live-in aide can reside in the household. Live-in aides are required to execute a "Live-In Aide Agreement" with the LACDA.

Children born to a family member are not subject to screening for purposes of determining household additions.

Residents who fail to notify the LACDA of additions to the household, or who permit persons to join the household (includes permitting non-tenants to utilize a resident's address), without

undergoing screening are considered to have unauthorized occupants by the LACDA, and are in violation of the lease and subject to termination of tenancy [24 CFR 966.4(f)(3)].

Upon approval of the additional household members between annual reexaminations, the LACDA will process an interim re-examination, HUD Form 50058 to reflect the change in household composition and income, the Lease anniversary date will remain the same. In cases where the new household member is **over the age of 18**, the LACDA **will execute a new Lease Agreement** with the family. In such cases, the LACDA will conduct an annual or interim reexamination (whichever is applicable).

F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

Before offering a vacant accessible unit to a non-disabled applicant, the LACDA **shall** offer such units in the following priority order:

1. To a current occupant of another unit of the same development, or other public housing development under the LACDA's control, who has a disability that requires the special features of the vacant unit.
2. To an eligible qualified applicant on a specific waiting list having a disability that requires the special features of the vacant unit.
3. To an eligible qualified applicant on a specific waiting list who does not require the special features of the vacant unit.

The LACDA will require a non-disabled applicant to agree prior to move in to move to an available non-accessible unit within 30 calendar days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement is a provision of an Addendum to the Public Housing Lease Agreement.

G. UTILITY SERVICES

Residents are responsible for direct payment of utilities. Residents must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for termination of tenancy.

If there is a utility reimbursement payment, the LACDA shall pay the utility reimbursement payment directly to the resident as delineated in Chapter 5 Section Q.

H. SECURITY DEPOSITS

New residents must pay a security deposit to the LACDA at the time of admission.

#### Elderly-Only Housing Developments:

The Security Deposit is the greater of the applicant's TTP or \$75 for Elderly-Only housing developments.

#### General Occupancy Housing Developments:

The Security Deposit is the greater of the applicant's TTP or \$125 for general occupancy housing developments.

The LACDA will hold the security deposit for the period the resident occupies the unit. The LACDA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

The LACDA **will refund** the Security Deposit less any amounts owed, as required by California State Law, within 21 days, following move out.

The LACDA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the LACDA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the LACDA. All keys to the unit must be returned to the Management upon vacating the unit.

The LACDA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit or development, the LACDA will refund the security deposit 21-days following the move-out, less damages, and collect a new security deposit TTP. Families will be required to update their income and other information upon prior to the unit transfer. The resident will be informed of the new security deposit amount.

#### I. RENT PAYMENTS

The tenant rent is due and payable to a specified Bank of America (BoFA) Post Office Box on the first day of every month. If the first day falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If BoFA does not receive a payment by the fifth business day of the month, a notice to pay rent or

quit will be served on the resident. Residents shall make all payments by check or money order payable to THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (LACDA). The LACDA shall collect a fee in the amount charged the LACDA by the bank anytime a check is not honored for payment or there are insufficient funds through an Automated Clearing House (ACH) or web based payment. A dishonored bank check fee shall be **due two (2) weeks after** service of notice. Residents who submit more than two (2) checks that are not honored for payment will be required to make rent payments by money order only. If a Resident is delinquent in paying their rent more than three (3) times during a twelve (12) month period, it will be considered a material breach of their Lease Agreement.

If a resident is issued a Notice of Termination, the LACDA will not accept rent payments in any form unless the resident is in the grievance hearing process.

The LACDA provides Residents with up to three options for paying rent:

**Option 1:**

**LOCKBOX SYSTEM PAYMENT**

The following is the LOCKBOX procedure for paying rent:

All rent payments are mailed to a Bank of America (BofA) Postal Office Box;

BofA scans the front of the money order/check, envelope and statement;

All scanned documents and payment information is inputted and batched by BofA;

BofA uploads all payment information to a secure web site;

The LACDA accesses the secure BofA web site and import rent payment data into the housing software.

**Option 2:**

**WEB BASED ONLINE PAYMENT**

An LACDA resident can make rent payments online through the LACDA's secure online rent payment service. Residents must enter their T Code, bank account number, and bank routing number. Payments made before 4:00 p.m. are debited from the resident's bank account on the same day if the resident banks with Bank of America, all other financial institutions may take 3-5 business days. If there are insufficient funds in the resident's account, the LACDA shall collect from the resident any fees charged by the bank. Residents can make web based online payments at any time.

**Option 3:**

## AUTOMATIC BANK PAYMENT

An LACDA resident can make Automated Clearing House (ACH) rent payments from the resident's bank account. The resident's bank account will be debited on the third (3rd) calendar day of each month. If that day is on a weekend or holiday, the payment will be debited on the next business day.

Residents continue to receive a monthly rent statement and the total rent due on that statement is the amount that is withdrawn from the resident's bank account. A resident can cancel automatic rent payments by providing their management office with a written request to cancel. Cancellation request **must** be submitted by the 10th of the month to allow the LACDA and the Depository sufficient time to process. If there are insufficient funds in the resident's account, the LACDA shall collect from the resident any fees charged by the bank.

## J. PAYMENT OF OTHER CHARGES

Residents must pay "Other Charges" as set forth in the Lease within 30 calendar days from receiving an invoice. "Other Charges" include damages to the Residence beyond normal wear and tear or unauthorized alterations to the Residence or common areas caused by the Resident, other household members or guests. Other Charges are billed to the Resident and specify damaged items, corrective action taken and cost of labor and/or materials to correct damages. The costs of repairs are based on the Schedule of Other Charges provided to each Resident and posted in the Management Office.

Management accepts payments of "Other Charges" separately from payments of rent owed by the Resident. The failure of Resident to pay Other Charges when due constitutes a material breach of the Lease.

## K. NONPAYMENT PENALTIES

If BofA does not receive the resident's monthly rent in full by the fifth business day of the month, the resident shall pay to the LACDA a late rent charge fee of twenty-five dollars, due within two weeks of being notified by the LACDA.

## L. SCHEDULES OF MAINTENANCE CHARGES

A schedule of charges for maintenance services and repairs which is incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the management office.

## M. INSPECTIONS OF PUBLIC HOUSING UNITS

### Move-In Inspections

The LACDA and the family **will** inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the LACDA and the resident, will be kept in the resident file.

### Annual Inspections

The LACDA will inspect all units annually in accordance with the HUD Uniform Physical Condition Standards (UPCS).

The LACDA Inspection report will indicate whether required corrections are to be charged to the resident or covered by the LACDA.

All inspections will include a check of all smoke alarms and carbon monoxide detectors to ensure proper working order.

### Quality Control Inspections

The LACDA **will** conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the LACDA can be of service to the family and to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The LACDA will conduct quality control inspections of not less than 5% of all units.

### Special Inspections

The LACDA may conduct a special inspection for housekeeping, unit condition, or suspected lease violation every 30 days for one year. Tenants will have 30 days to correct any deficiencies noted by the LACDA and may be subject to one or more follow-up inspections.

HUD representatives or local government officials may review LACDA operations periodically and as a part of their monitoring may inspect a sampling of the LACDA's inventory.

### Move-Out Inspections

The purpose of these inspections is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The LACDA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit.

In accordance with Section 1950.5(f) of the California Civil Code, the LACDA will abide by the following Move-Out Inspection procedures when the resident submits a 30-day Notice of Intent to Vacate or the LACDA issues a 30-day Notice to Vacate or a 14-Day Notice to Pay Rent or Quit or a 30-Day Notice to Cure or Quit, to the resident.

These procedures do not apply to residents who receive a Three-Day Notice to Quit due to a lack of time to provide an initial Move-Out inspection.

The LACDA shall notify the resident in writing of their option to request an initial Move-Out

inspection and their right to be present at the inspection.

At the time the resident submits a 30-Day Notice of Intent to Vacate or the LACDA issues a 30-Day or 14-Day Notice, the residents will be informed that the request for the initial inspection must be in writing and delivered to the Management office during normal business hours within three (3) days of the date of service of the Notice. Should the resident fail to request an initial inspection, the LACDA will be discharged of its duty.

After the resident submits a request for an initial inspection, the LACDA and the resident will schedule said inspection at a mutually agreed upon date and time. The inspection should be scheduled no earlier than two weeks before the termination of the Lease Agreement.

The LACDA will give the resident 48-hour prior written notice of the mutually agreed upon date and time. However, the LACDA and the resident may forego the 48-hour written notice by executing a written waiver. The LACDA will then proceed with the inspection whether the resident is present or not in the unit.

Upon the completion of the inspection, the LACDA will give the resident an itemized statement specifying the items that are in need of repair and/or cleaning which will be the basis for deductions from the security deposit. This itemized statement will be handed to the resident at the conclusion of the inspection or placed inside the unit (should the tenant not be present).

The resident will have the opportunity during the period from the completion of the initial inspection until termination of the Lease Agreement to remedy the deficiencies.

Following the final inspection (post Move-Out), the LACDA may deduct from the security deposit items not cured, items which occurred after the initial inspection, or items not identified during the initial inspection due to the presence of the resident's possessions.

### Emergency Inspections

The LACDA may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit. In addition, the LACDA may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### Entry of Premises Notices

The LACDA will give 48-hour advance written notice prior to entering the unit for non-emergency inspections or repairs. Non-emergency entries to the unit will be made during reasonable hours of the day. For emergency inspections or repairs, no advance notice is required for the LACDA to enter the unit. Furthermore, the LACDA will consider tenant maintenance service requests as constituting permission for the LACDA to enter the unit to conduct repairs.

An adult family member must be present in the unit during the inspection or repair if there are

children present in the unit.

If no person is at home, the LACDA will enter the unit and conduct the inspection or repairs and will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

Where the LACDA is conducting regular annual inspections of its housing units, the family will receive at least 48 hours advance notice of the inspection to allow the family to prepare and be able to pass the inspection.

The LACDA reserves the right to enter a unit, subject to the applicable notice, under the following conditions:

- Inspections and maintenance

- To make improvements and repairs

- To show the premises for leasing

- In cases of emergency

#### Non-Inspection Emergency Entry

The LACDA staff will allow access to the unit to proper authorities when issues of health or safety of the resident are concerned.

#### Family Responsibility to Allow Inspection

It is a violation of the Lease Agreement for the resident to refuse to allow entry to the unit for the reasons set forth in this ACOP.

#### Housekeeping Violation Notifications

Should the LACDA observe housekeeping deficiencies in the course of conducting an annual unit inspection, the Property Manager will issue a Housekeeping Violation Notice to the resident and schedule a housekeeping inspection. Should the resident “fail” the housekeeping inspection, the LACDA will conduct such inspections every thirty (30) days for a twelve (12) month period.

Serious housekeeping deficiencies which pose a health and safety risk to the resident and/or neighbors and/or the development can be considered a material breach of the Lease and grounds for termination of tenancy.

More than one violation issued to a family who has purposely and for convenience disengaged the unit’s smoke or carbon monoxide detector will also be considered a violation of the Lease.

#### Resident Damages



Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

“Beyond normal wear and tear” is defined as items that could be charged against the resident’s security deposit under state law.

N. GUEST POLICY

Residents shall obtain LACDA management written approval for the presence of any person not identified in the lease as a member of the resident’s household who occupies the unit for over ten (10) consecutive days or a total of 14 days within a twelve-month period. The Executive Director or his/her designee has discretionary authority to approve the occupation of a unit beyond 14 days. Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

The LACDA will consider:

Statements from neighbors and/or LACDA staff

Vehicle license plate verification

Post Office records

Driver’s license verification

Law enforcement reports

Credit reports

Current Lease Agreement or financial records

Use of the unit address as the non-household member’s current residence for any purpose is not authorized and is considered a breach of the Lease Agreement.

The burden of proof that the individual is a guest rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the LACDA may terminate the family’s lease since prior approval was not requested for the addition.

In a joint custody arrangement, if the minor is in the household less than 90 days per year, the minor will be considered to be an eligible guest and not a family member. If both parents reside in Public Housing or any other housing program, only one parent shall be able to claim the child for deductions and for determination for the occupancy standards. The LACDA will request for proof of school enrollment, child custody records, including court-orders.

O. HOME OCCUPATIONS

The LACDA in its sole discretion, may authorize a unit to be used as a place for conducting a home occupation; provided that the unit is used primarily as a place of residence and the following conditions are met to assure that the use of the unit is consistent with residential use and will not disturb the peaceful enjoyment of the premises by other residents.

Criteria for Home Occupations

1. No construction, structural alteration or addition to the unit shall be permitted;
2. Not more than one room in a unit shall be primarily used in connection with the home occupation;
3. No special equipment or facilities other than furnishings, small tools, and hand-carried or light office machines shall be installed or utilized;
4. No persons other than residents of the LACDA shall work on the Premises in connection with the home occupation;
5. There shall be no excessive vehicular traffic to or from the unit by customers, salesmen, repairmen, service vehicles, deliverymen, messengers or others beyond the amount of such traffic generally incidental to residential uses;
6. No sound created by the operation of the home occupation shall raise the noise to a level which disturbs the neighbors or the housing complex;
7. No hazardous or offensive materials shall be stored or utilized;
8. No sign shall be displayed which in any way indicates the presence of a nonresidential activity;
9. There shall be no evidence of nonresidential activity visible from any point beyond the immediate premises where the home occupation is located;
10. Storage of goods and materials not associated with residential uses shall be limited and shall not create a safety or health impact such as, but not limited to, fire safety or blockage of passageways;
11. Sale of firearms shall be prohibited.
12. Being in possession of an unregistered or illegal gun or other firearm.
13. The Property Manager shall have final approval of all Home Occupation activities.

### Criteria for Childcare Home Occupations

For those residents electing to provide childcare in their unit, the following additional requirements must be followed:

1. Criminal background check for all family members 18 years of age and older;
2. Executed Space Use Agreement (SUA) which will include the following:
  - a. In accordance with the revised Health and Safety Code Section 1597.531, the childcare provider shall maintain one of the following:
    1. Liability insurance kept in force covering injury to clients and guests in the amount of at least one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the total annual aggregate, sustained on account of the negligence of the licensee or its employees; or
    2. A bond in the aggregate amount of three hundred thousand dollars (\$300,000); or
    3. A file of affidavits signed by each parent with a child enrolled in the home. The affidavit shall state that the parents has been informed that the family child care home does not carry liability insurance or a bond according to standards established by the state of California, and that the parent has been informed that the liability insurance, if any, of the owner of the property may not provide coverage for losses arising out of, or in connection with, the operation of the family day care home, except to the extent that the losses are caused by, or result from, an action or omission by the owner of the property for which the owner of the property would otherwise be liable under the law.

A family day care home that maintains liability insurance or a bond pursuant to the above section, shall name the LACDA as an additional insured party on the liability insurance policy or bond with the following conditions being met:

The LACDA may make a written request to be added as an additional insured party;

The addition of the LACDA does not result in cancellation or nonrenewal of the insurance policy or bond carried by the family day care home;

Any additional premium assessed for this coverage is paid by the LACDA.

- b. Copy of State of California Child-Care License
3. Pass a Unit Inspection;

4. Comply with the Home Inspection Criteria;
5. Abide by and assure that childcare clients comply with the applicable terms of the Lease Agreement (section 6 parts A, B, C, D, E, F, H, L, N, O, Q, S, T, U, W, Z, AA, CC, DD, and EE) established for the benefit and well-being of the Housing Development in which the Residence is located. The Lease Agreement is available in the Management office;
6. Provide to the Property Manager the names of each parent and child utilizing the childcare services;
7. Complete a safety training to be conducted by site Maintenance staff;
8. Notify the site Community Policing Program (CPP) that resident is conducting childcare in the unit;
9. Resident, as Licensee, shall comply with all applicable Federal, State, and local laws regarding the provision of childcare in the unit and comply with all terms of their Lease Agreement;
10. The LACDA shall ensure the peaceful enjoyment of all residents at the housing development;
11. Failure to comply with the Childcare Home Occupations Policy may result in the resident losing their housing;
12. Provide the site management office with the name of an alternate person as back-up child caretaker, including a copy of the person's California Identification Card or Driver's License.

## Chapter 9

### PET POLICY—ELDERLY DEVELOPMENTS

[24 CFR 5.309]

#### INTRODUCTION

This policy sets forth the LACDA's policies and procedures for the ownership and care of common household pets at the Elderly Public Housing Developments owned and or managed by the LACDA. This policy is also intended to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of his or her ownership of a pet. It also establishes reasonable rules governing the keeping of common household pets.

These policies and procedures implement the provisions of Title 24 Code of Federal Regulations §§ 5.300-5.380 and 24 CFR § 960.701 (if applicable), and HUD Final Rule re Pet Ownership for the Elderly and Persons with Disabilities (October 27, 2008).

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

#### A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

This Pet Policy does **NOT** apply to assistance and service animals or their owners, including payment of a refundable pet deposit.

**A service animal** is an animal, any dog, which is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A resident who requests for a service animal does not require a submittal of a reasonable accommodation verification form as delineated in Chapter 1. The LACDA may only ask whether the animal is a service animal required due to a disability, and what tasks the animal has been trained to perform.

1. The LACDA will not require proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent.
2. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

**An assistance animal** may include animals other than dogs, which provide emotional support to persons with disabilities when there is a disability-related need for such support. Assistance animals are not required to be trained or certified. Residents who need an assistance animal must follow the reasonable accommodation request procedures delineated in Chapter 1.

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

A determination that an animal that assists a person with a disability poses a threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct.

B. SERVICE AND ASSISTANCE ANIMAL STANDARDS

A service and assistance animal is permitted in all areas of the facility where members of the public are allowed, and including the tenant's unit. Additionally, all lease provisions apply, including maintaining a clean, sanitary unit and ensuring neighbors enjoy the premises in a peaceful, quiet, nonthreatening environment. Refer to Section C through N of the Pet Policy. Breed, size, and weight limitations may not be applied to a service or assistance animal.

C. LACDA APPROVAL OF PETS

All pets must be approved in advance by the LACDA.

Pets must meet the LACDA's pet standards and the tenant and the LACDA must enter into a Pet Agreement.

D. PET STANDARDS

1. Types of Pets Allowed-Common Household Pet Defined [24 CFR §§ 5.306 & 5.318]

No types of pets are permitted unless such pets meet the definition of a "common household pet." For purposes of this Policy, the term "common household pet" is defined as follows:

- (a) A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes.
- (b) Common household pet does not include reptiles (except turtles).

- (c) If this definition conflicts with any applicable California State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, California State or local law or regulation shall apply.
- (d) This does not include animals that are used to assist persons with disabilities. [24 CFR § 5.306]

The following animals are NOT “common household pets”:

Domesticated dogs that exceed thirty (30) pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a “vicious” dog is defined as, but not limited to:

- (a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.
- (b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.
- (c) Any dog previously determined to be and currently listed as a potentially dangerous dog, which, after its owner or keeper has been notified of this determination, continues the behavior, described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.
- (d) Any dog breeds that have been determined to be “potentially dangerous” or “vicious” under California law or local animal control ordinance.
- (e) Wild, feral, or any other animals that are not amenable to routine human handling.
- (f) Any poisonous animals of any kind.
- (g) Fish in aquariums exceeding ten gallons in capacity.
- (h) Non-human primates.
- (i) Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit.
- (j) Pot-bellied pigs.
- (k) Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children.

- (l) Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children.
- (m) Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
- (n) Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans.
- (o) Snakes or other kinds of reptiles (except turtles).
- (p) Any other animal that, due to its size, nature or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

2. Limitation of Number of Pets [24 CFR § 5.318]

Residents are not permitted to have more than a total of two (2) common household pets. Of this total, residents are not permitted to have more than one (1) dog.

3. Pet Size and Type

(a) Dogs

Maximum number: 1

Maximum adult weight: 30 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed as soon as the puppies are weaned or are eight weeks of age.

(b) Cats

Maximum number: 2

Must be a household cat

Must be spayed or neutered



Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed as soon as the kittens are weaned or are eight weeks of age.

(c) Birds

Maximum number: 2

Must be enclosed in a cage at all times

(d) Fish

Maximum aquarium size: (10 gallons)

Must be maintained on an approved stand

(e) Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local ordinance

E. INNOCULATION AND REGISTRATION OF PETS [24 CFR §5.350(d)]

Pets must be registered with the LACDA at least ten (10) days before the pet is brought onto the premises and must submit proof of license and inoculation at least 30 calendar days prior to each annual certification. Pets need to be inoculated in accordance with California State and local law and regulations.

Each pet owner must provide two color photographs of their pet(s) and display a “Pet Here” sticker, provided by the LACDA, which will be displayed on the front door of the unit at all times. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Registration must include:

- (a) A certification of inoculation signed by a licensed veterinarian or a State or local authority (or designated agent of such an authority) stating that the pet has received all inoculations required by State or local law.

- (b) Information sufficient to identify the pet and to demonstrate that it is a common household pet, including, a color photograph of their pet(s) and display a “Pet Here” sticker, provided by the LACDA, which will be displayed on the front door of the resident/pet owner’s unit at all times.
- (c) The name, address, and phone number of at least one responsible party who will care for the pet if the owner dies or is unable to provide care.
- (d) The resident/pet owner’s acknowledgement indicating that he or she has read the pet rules and agrees to be bound by them.

#### Refusal of the LACDA to Register a Pet

The LACDA shall be authorized to refuse to register a pet under the following circumstances:

- (a) If the pet does not meet the definition of a “common household pet” as defined herein.
- (b) If the keeping of the pet would violate any applicable house pet rule.
- (c) If the resident/pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
- (d) The LACDA reasonably determines, based on the resident/pet owner’s habits and practices, that the resident/pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet’s temperament may be considered as a factor in determining the prospective resident/pet owner’s ability to comply with the pet rules and other lease obligations.

The LACDA shall provide notice of a decision refusing to register a pet and such notice shall further inform the resident/pet owner of the basis of that decision and of the resident/pet owner’s grievance rights. Notice of a decision shall be served in conformance with the requirements of 24 CFR § 5.353(f).

#### F. PET CARE STANDARDS

Residents who have been approved to have a pet must adhere to the following pet standards:

1. Sanitary Standards Governing the Disposal of Pet Waste
  - (a) The following areas are designated no-pet areas: management offices, community centers, and recreation center areas (except such areas that would deny access to the building).
  - (b) Pets shall not be exercised or permitted to deposit waste in any interior

common area of the Housing Development.

- (c) All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$5.00 for each separate violation of the waste removal requirements.
- (d) All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.
- (e) Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced no less every two weeks. Failure to do so will result in a Pet Waste Removal charge of \$5.00 for each separate violation of the waste removal requirements.
- (f) Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on the LACDA's property.

2. Pet Restraints

All household pets must be under the control of a responsible individual while on the common areas of the Housing Development. All pets must be effectively and appropriately restrained and under the control of a responsible individual while on the common areas of the Housing Development.

3. Other Standards

- (a) Each resident/pet owner shall comply with all California State and local licensing laws and regulations.
- (b) Each dog and cat shall be spayed or neutered.
- (c) No pet shall be permitted on Housing Development property that is not owned by a resident or that is temporarily present for a period in excess of 14 days.
- (d) The LACDA shall have the right to require the removal of any pet, if the pet's conduct or condition is duly determined to constitute, under the provision of California State or local law, a nuisance or a threat to the health or safety of other occupants of the Housing Development or of other persons in the community where the Housing Development is located.

G. NOTICE OF PET RULE VIOLATIONS

1. If the LACDA determines on the basis of objective facts, supported by written statements, that a resident/pet owner has committed a violation of a rule governing the owning or keeping of pets, the LACDA may serve a written notice of a pet rule violation. The notice of violation must:
  - (a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
  - (b) State that the resident/pet owner has ten (10) calendar days from the effective date of service of the notice to correct the violation (including appropriate circumstances, removal of the pet) or to make a written request for an informal conference to discuss the violation.
  - (c) State that resident/pet owner is entitled to be accompanied by another person of his or her choice at the informal conference.
  - (d) State that the resident/pet owner's failure to correct the violation, to request an informal conference, or to appear at the informal conference may result in initiation of procedure to terminate the tenant's tenancy.
  - (e) If the resident/pet owner requests a meeting, the LACDA shall establish a mutually agreeable time and place for the meeting. Such a meeting shall take place no later than 15 calendar days from the effective date of service of the notice of the pet violation (unless the LACDA agrees to a later date). At the informal conference, the resident/pet owner and the LACDA shall discuss any alleged pet rule violation and attempt to correct it. The LACDA may, as a result of the meeting, give the resident/pet owner additional time to correct the violation.
2. Notice of Pet Removal

If the resident/pet owner and the LACDA are unable to resolve the pet violation at the pet rule violation meeting, or if the LACDA determines that the resident/pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under sub-section (e) above, the LACDA may serve a written notice on the resident/pet owner, in accordance with 24 CFR § 5.353(f)(1)(i) or (ii) requiring the resident/pet owner to remove the pet. The notice must:

- (a) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- (b) State that the resident/pet owner must remove the pet within ten (10) days of the effective date of service of the notice of pet removal (or the meeting,

if notice is served at the meeting).

- (c) State that the failure to remove the pet may result in initiation of procedures to terminate the resident/pet owner's tenancy.

3. Initiation of Procedures to Remove a Pet or Terminate the Resident/Pet Owner's Tenancy

The LACDA may not initiate procedures to terminate a resident/pet owner's tenancy based on a pet rule violation unless:

- (a) The resident/pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified above.
- (b) The pet rule violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.
- (c) The LACDA shall have the right to initiate procedures to remove a pet under 24 CFR § 5.327 (Nuisance of Threat to Health or Safety) at any time, in accordance with the provisions of applicable State or local law.

H. FINANCIAL OBLIGATIONS RELATING TO PETS-PET DEPOSITS [24 CFR § 5.318(d)]

A resident/pet owner who owns or keeps a dog or cat shall be required to pay a refundable deposit in an amount of **\$75**. This deposit is in addition to any other financial obligation generally imposed on tenants of the Housing Development.

For pet deposits subject to paragraph 24 CFR § 5.318 (d)(2)(i)(A), the resident/pet owner may pay the pet deposit through gradual accumulation of the deposit through an initial payment not to exceed \$50 when the pet is brought onto the premises, and subsequent monthly payments not to exceed \$10 per month until the amount of the deposit is reached.

The pet deposit and pet waste removal charges are **not** part of rent payable by the resident.

The LACDA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the Housing Development, including (but not limited to) the cost of repairs and replacements to, and fumigation of, the tenant's dwelling unit and the cost of animal care facilities under 24 CFR § 5.363. The LACDA shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the Housing Development or no longer owns or keeps a cat or dog in the dwelling unit.

The LACDA will refund the Pet Deposit to the resident, less any damage caused by the pet(s) to the dwelling unit, upon removal of the pet or the owner from the unit.

The LACDA will provide the resident or designee identified above with a written list of any

charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the LACDA will provide a meeting to discuss the charges.

I. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

J. ADDITIONAL REQUIREMENTS

Resident/pet owners must take precautions to eliminate pet odors.

Resident/pet owners will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Resident/pet owners shall not feed stray animals; doing so or keeping stray or unregistered animals will be considered having a pet without permission.

K. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet(s).

In the event the resident relocates to a privately-owned apartment complex or hotel at the request of the LACDA to complete emergency repairs to the resident's unit and/or complete modernization and/rehabilitation activities, the resident shall have the responsibility for the board and care of their pet(s) during the duration of the resident's relocation.

L. INSPECTIONS

The LACDA shall be permitted, as authorized by the Lease Agreement, to after reasonable notice to the tenant and during reasonable hours, to enter and inspect the premises. The lease shall permit entry and inspection only if the LACDA has received a signed, written complaint alleging or the has reasonable grounds to believe that the conduct or condition of a pet in the dwelling unit constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the Housing Development is located.

M. EMERGENCIES

The LACDA shall be permitted, as authorized by the Lease Agreement, to undertake the following

actions in response to an emergency:

- (1) If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LACDA may place a provision in tenant leases permitting the LACDA to enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days.
- (2) If authorized by the lease agreement, the LACDA shall be permitted to enter the premises and remove the pet or take such other permissible action only if the LACDA requests the pet owner to remove the pet from the project immediately, and the pet owner refuses to do so, or if the project owner is unable to contact the pet owner to make a removal request. The lease may not contain a provision relieving the LACDA from liability for wrongful removal of a pet. The cost of the animal care facility shall be paid as provided in 24 CFR § 5.363.
- (3) The LACDA may place a provision in tenant leases permitting the LACDA the right to enter the premises, remove the pet, and place the pet in a facility that will provide care and shelter, in accordance with the provisions of 24 CFR § 5.363. The lease may not contain a provision relieving from liability for wrongful removal of a pet.

#### N. PROTECTION OF PETS

The LACDA shall be authorized to take the following action in furtherance of the protection of pets.

- (1) If the health or safety of a pet is threatened by the death or incapacity of the resident/pet owner, or by other factors that render the resident/pet owner unable to care for the pet, the LACDA may contact the responsible party or parties listed in the pet registration required under 24 CFR § 5.350(d)(1)(iii).
- (2) If the responsible party or parties are unwilling or unable to care for the pet, or the LACDA, despite reasonable efforts, has been unable to contact the responsible party or parties, the project owner may contact the appropriate State or local authority (or designated agent of such an authority) and request the removal of the pet.
- (3) If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances and the LACDA has placed a provision in the lease agreement (as described in Sec. 5.360(c)(2)), the LACDA may enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the resident/pet owner or a representative of the resident/pet owner is able to assume responsibility for the pet, but not longer than 30

days.

- (4) The cost of the animal care facility provided under this section shall be borne by the resident/pet owner. If the resident/pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit, if imposed under the pet rules.



## Chapter 10

### PET POLICY—GENERAL OCCUPANCY SITES

[24 CFR 960.701]

#### INTRODUCTION

This policy sets forth the LACDA's policies and procedures for the ownership and care of common household pets in general occupancy public housing developments owned and or managed by the LACDA. This policy is also intended to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of a pet. It also establishes reasonable rules governing the keeping of common household pets.

Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

#### A. ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

This Pet Policy does **NOT** apply to assistance and service animals or their owners, including payment of a refundable pet deposit. Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

**A service animal** is an animal, any dog, which is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A resident who requests for a service animal does not require a submittal of a reasonable accommodation verification form as delineated in Chapter 1. The LACDA may only ask whether the animal is a service animal required due to a disability, and what tasks the animal has been trained to perform.

1. The LACDA will not require proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent.
2. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

**An assistance animal** may include animals other than dogs, which provide emotional support to persons with disabilities when there is a disability-related need for such support. Assistance animals are not required to be trained or certified. Residents who need an assistance animal must follow the reasonable accommodation request procedures delineated in Chapter 1.

In accordance with Section 504 of the Rehabilitation Act and the Fair Housing Act, pet rules will not be applied to animals that assist persons with disabilities except as provided below:

There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;

There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;

The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or

The presence of the assistance animal would fundamentally alter the nature of the provider's services.

A determination that an animal that assists a person with a disability poses a threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct.

**B. SERVICE AND ASSISTANCE ANIMAL STANDARDS**

A service and assistance animal are permitted in all areas of the facility where members of the public are allowed, and including the tenant's unit. Additionally, all lease provisions apply, including maintaining a clean, sanitary unit and ensuring neighbors enjoy the premises in a peaceful, quiet, nonthreatening environment. Refer to Section C through R of the Pet Policy. Breed, size, and weight limitations may not be applied to a service or assistance animal.

**C. LACDA APPROVAL OF PETS**

All pets must be approved in advance by the LACDA.

Pets must meet the LACDA's pet standards and the tenant and the LACDA must enter into a Pet Agreement.

**D. PET STANDARDS**

**Types of Pets Allowed**

No types of pets other than the following may be kept by a resident.

Residents are not permitted to have more than one dog or cat. The maximum number of individual types of a common household pet is set forth below:

**1. Dogs**

Maximum number: 1

Maximum adult weight: 30 pounds

Must be housebroken

Must be spayed or neutered

Must have all required inoculations

Must be licensed as specified now or in the future by State law and local ordinance

Any litter resulting from the pet must be removed from the unit as soon as the puppies are weaned or are eight weeks of age.

2. Cats

Maximum number: 1

Must be a household cat

Must be spayed or neutered

Must have all required inoculations

Must be trained to use a litter box or other waste receptacle

Must be licensed as specified now or in the future by State law or local ordinance

Any litter resulting from the pet must be removed from the unit as soon as the kittens are weaned or are eight weeks of age.

3. Birds

Maximum number: 3

Must be enclosed in a cage at all times

4. Fish

Maximum aquarium size: 10 gallons

Must be maintained on an approved stand

5. Rodents (rabbit, guinea pig, or hamster ONLY)

Maximum number: 1

Must be enclosed in an acceptable cage at all times

Must have any or all inoculations as specified now or in the future by State law or local

ordinance

The following are NOT “common household pets”:

Domesticated dogs that exceed thirty pounds (Animals certified to assist the disabled are exempt from the weight limitation.)

Vicious or intimidating dogs. Under California law (Food and Agriculture Code Sec. 31603), a “vicious” dog is defined as, but not limited to:

- (a) Any dog seized under Section 599aa of the California Penal Code and upon the sustaining of a conviction of the owner or keeper under subdivision (a) of Section 597.5 of the Penal Code.
- (b) Any dog which, when provoked, in an aggressive manner, inflicts severe injury on or kills a human being.
- (c) Any dog previously determined to be and currently listed as a potentially dangerous dog which, after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 or is maintained in violation of Section 31641, 34642, or 31643.
- (d) Any dog breeds that have been determined to be “potentially dangerous” or “vicious” under California law or local animal control ordinance.

Wild, feral, or any other animals that are not amenable to routine human handling

Any poisonous animals of any kind

Fish in aquariums exceeding ten gallons in capacity

Non-human primates

Animals whose climatological needs cannot be met in the unaltered environment of the individual dwelling unit

Pot-bellied pigs

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites and/or lacerations to small children

Hedgehogs or other animals whose protective instincts and natural body armor produce a risk of serious puncture injuries to children

Chicks, turtles, or other animals that pose a significant risk of salmonella infection to those

who handle them

Pigeons, doves, mynahs, psittacines, and birds of other species that are hosts to the organisms that cause psittacosis in humans

Snakes or other kinds of reptiles

Any other animal that, due to its size, nature, or disposition, presents a risk to public health or safety or cannot be properly cared for due to its physical needs.

E. INNOCULATION AND REGISTRATION OF PETS [24 CFR § 5.350(d)]

Pets must be registered with the LACDA at least ten (10) days before the pet is brought onto the premises and must submit proof of license and inoculation at least 30 calendar days prior to each annual certification. Pets need to be inoculated in accordance with California State and local law and regulations.

Each pet owner must provide two color photographs of their pet(s) and display a “Pet Here” sticker, provided by the LACDA, which will be displayed on the front door of the unit at all times. Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

Registration must include:

- (a) A certification of inoculation signed by a licensed veterinarian or a State or local authority (or designated agent of such an authority) stating that the pet has received all inoculations required by State or local law.
- (b) Information sufficient to identify the pet and to demonstrate that it is a common household pet, including, a color photograph of their pet(s) and display a “Pet Here” sticker, provided by the LACDA, which will be displayed on the front door of the resident/pet owner’s unit at all times.
- (c) The name, address, and phone number of at least one responsible party who will care for the pet if the owner dies or is unable to provide care.
- (d) The resident/pet owner’s acknowledgement indicating that he or she has read the pet rules and agrees to be bound by them.

Refusal of the LACDA to Register a Pet

The LACDA shall be authorized to refuse to register a pet under the following circumstances:

- (a) If the pet does not meet the definition of a “common household pet” as defined herein.
- (b) If the keeping of the pet would violate any applicable house pet rule.

- (c) If the resident/pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
- (d) The LACDA reasonably determines, based on the resident/pet owner's habits and practices, that the resident/pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident/pet owner's ability to comply with the pet rules and other lease obligations.

The LACDA shall provide notice of a decision refusing to register a pet and such notice shall further inform the resident/pet owner of the basis of that decision and of the resident/pet owner's grievance rights. Notice of a decision shall be served in conformance with the requirements of 24 CFR § 5.353(f).

#### F. PET AGREEMENT

Residents who have been approved to have a pet must adhere to the following rules:

- 2. Agree that the resident is responsible and liable for all damages caused by their pet(s).
- 3. No animals may be tethered or chained inside the dwelling unit.
- 4. When outside the dwelling unit, all pets must be on a leash or in an animal transport enclosure and under the control of a responsible individual.
- 5. All fecal matter deposited by the pet(s) must be promptly and completely removed from any common area. Failure to do so will result in a Pet Waste Removal charge of \$50. All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin. Litter shall not be disposed of by being flushed through a toilet.
- 6. Litter boxes shall be stored inside the resident's dwelling unit or in animal enclosures maintained within dwelling units AND must be removed and/or replaced regularly. Failure to do so will result in a Pet Waste Removal charge.
- 7. Mandatory implementation of effective flea control by measures that produce no toxic hazard to children who may come into contact with treated animals.
- 8. All complaints of cruelty and all mammalian bites will be referred to animal control of applicable policy agency for investigation and enforcement.
- 9. Deceased pets shall be properly disposed by Los Angeles County Animal Control Services where applicable and shall not be disposed on LACDA property.

10. The right of management to enter dwelling unit upon receipt of notice from the LACDA.
11. The right of management to enter dwelling unit when there is evidence that an animal left alone is in danger or distress or is creating a nuisance.
12. The right of management to seek impoundment and sheltering of any animal found to be maintained in violation of housing rules, pending resolution of any dispute regarding such violation, at owner's expense. The resident shall be responsible for any impoundment fees, and the LACDA accepts no responsibility for pets so removed.
13. That failure to abide by any animal-related requirement or restriction constitutes a violation of the "Resident Obligations" in the resident's Lease Agreement.

G. DESIGNATION OF PET/NO-PET AREAS

The following areas are designated no-pet areas: LACDA playgrounds, management offices, community centers, and recreation center areas.

H. FEES AND DEPOSITS FOR PETS

The resident/pet owner shall be required to pay a refundable deposit of **\$200** per unit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The deposit fee shall not apply to birds and fish.

The LACDA will refund the Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

The LACDA will provide the resident or designee identified above with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the LACDA will provide a meeting to discuss the charges.

All reasonable expenses incurred by the LACDA as a result of damages directly attributable to the presence of the pet in the dwelling unit will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit;

Fumigation of the dwelling unit;

Common areas of the development if applicable.

I. ALTERATIONS TO UNIT

Residents/pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Single bedroom dwelling units are

limited to no more than one pet of any kind.

J. ADDITIONAL REQUIREMENTS

Pet owners must take precautions to eliminate pet odors.

Residents will prevent disturbances by their pets that interfere with the quiet enjoyment of the premises of other residents in their units or in common areas. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Residents shall not feed stray animals; doing so or keeping stray or unregistered animals will be considered having a pet without permission.

K. PET WASTE REMOVAL CHARGE

A separate pet waste removal charge of \$50 per occurrence will be assessed against the resident for violations of the pet policy.

Pet deposit and pet waste removal charges are not part of rent payable by the resident.

L. PET CARE

No pet (excluding fish) shall be left unattended in any apartment for a period in excess of 24 hours.

All residents/pet owners shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

In the event the resident relocates to non-LACDA owned property (such as privately-owned apartment complex or hotel) at the request of the LACDA to complete emergency repairs to the resident's unit and/or to complete modernization and/or rehabilitation activities, the resident shall have the responsibility for the board and care of their pet during the duration of the resident's relocation to non-LACDA owned property.

M. RESPONSIBLE PARTIES

The resident will provide the following information when registering their pet: Name, address and telephone number of the veterinarian who will be providing regular care for the pet; name of the adult household member who will be primarily responsible for animal care; name and contact information for a household member who will return home in the event an animal experiences distress or causes a disturbance when left alone; contact information for a non-household member who will respond to emergency situations regarding the pet in question.

N. PET RULE VIOLATION NOTICE

If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the Pet Rule Policy, the LACDA will serve a 30-Day Notice to Cure or Quit.



O. NOTICE FOR PET REMOVAL

If the resident/pet owner and the LACDA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the LACDA, the LACDA may serve notice to remove the pet. The Notice shall contain:

A brief statement of the factual basis for the LACDA's determination of the Pet Rule that has been violated; and

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

P. TERMINATION OF TENANCY

The LACDA may initiate procedure for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

Q. PET REMOVAL

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the Responsible Party designated by the resident/pet owner. Includes pets who are poorly cared for or have been left unattended for over 24 hours.

If the responsible party is unwilling or unable to care for the pet, or if the LACDA after reasonable efforts cannot contact the responsible party, the LACDA may contact the appropriate State or local agency and request the removal of the pet.

R. EMERGENCIES

The LACDA will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the LACDA to place the pet in a shelter facility, the cost will be the responsibility of the resident/pet owner.

## Chapter 11

### STANDARDS FOR CONTINUED OCCUPANCY AND RECERTIFICATIONS

[24 CFR 5.613, 24 CFR 5.61524; 24 CFR Part 960, Subpart C]

#### INTRODUCTION

This chapter defines the LACDA's policy for conducting annual re-certifications. It also explains the interim reporting requirements for families, and the standards for continued occupancy.

#### A. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

Qualify as a family as defined in this policy;

Are in full compliance and able to abide with all the obligations and responsibilities described in the Lease Agreement;

For family members who have submitted their Social Security numbers (or have certifications on file that they do not have a Social Security number);

For family members who have submitted required citizenship/eligible immigration status/non-contending documents.

Are not subject to sex offender lifetime registration under a State sex offender registration program.

#### B. ANNUAL RECERTIFICATION

In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. Families are required to report and certify this information by completing a Personal Declaration with the LACDA. Additionally, families **must** complete HUD form-92006 "Supplement to Application for Federally Assisted Housing" annually at recertification which updates, removes or changes resident contact and emergency information. All documents provided to the LACDA must be legible.

Effective July 1, 2022, the LACDA will require that families conduct their annual reexaminations online via the LACDA's online portal, referred to as the Yardi Rent Café Portal. For families who have language barriers and/or need assistance in accessing the online system, the LACDA will provide accommodations as necessary to ensure that the family can submit the required information and documents through the online system. For people limited by a disability, the LACDA will engage in any necessary discourse to identify other reasonable alternatives to address the needs of the person that is limited by the disability to ensure that the annual reexamination requirement is fulfilled.

### Timing of the Annual Recertification

Families who choose flat rent are to be recertified every three years. For those families that choose to pay the Flat Rent, the amount the family pays is **not locked** in for the three year period. Instead, the LACDA revises the flat rent amount annually based on the findings of the LACDA's rent reasonableness and changes to the SAFMRs. Families currently paying the flat rent amount will be offered the choice between the updated flat rent amount, and the previously calculated income-based rent.

For families who move in on the first of the month, the annual re-certifications will be completed within 12 months of the anniversary of the move-in date. (Example: If family moves in August 1, the annual recertification will be conducted to be effective on August 1, the following year).

For families who move after the first of the month, the annual recertification will be completed no later than the first of the month in which the family moved in, the following year. (Example: If family moves in August 15, the effective date of the next annual recertification is August 1.)

When families transfer to another unit or property (i.e., IPT/OPT transfer), the LACDA will require the family to update their income and family composition and a new Lease Agreement shall be executed, but **under no circumstances** shall the annual recertification take place later than twelve months from the last anniversary date.

### Lease Anniversary Date and the Annual Recertification

In order to have consistency between the Lease Anniversary and the Annual Recertification, the LACDA will adhere to the following:

Upon move-in, the date the resident and the LACDA execute the Lease Agreement will be the same effective date as the HUD Form 50058 (for example, the resident signs the Lease Agreement on November 1st, which will be the same date on the 50058 effective date).

The terms of the Lease Agreement, as stated previously, will be for a 12-month period (i.e., November 1st through October 31st of the following year) and the 50058 will be completed to coincide with the anniversary date (for Lease Agreements executed on the first of the month).

However, for Lease Agreements executed after the 1<sup>st</sup> of the month (i.e., November 15<sup>th</sup>), the recertification date for the following year will take place on the first of the month in which the family moved in (i.e., November 1<sup>st</sup> of the following year).

### Recertification Notice to the Family

All families will be notified in writing of their obligation to recertify annually. The notification shall be provided at least 120 calendar days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the LACDA will provide the notice in an accessible format. The LACDA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon

verification that they meet the need presented by the disability.

Effective July 01, 2020, the LACDA will no longer execute a lease renewal agreement, unless there is a change in family composition, change in location of rent unit, or change in lease agreement terms. The LACDA will serve the family the Annual Notice of Change to Public Housing Lease Agreement (“Addendum”). The Addendum will also reference the last effective date of the most current signed lease.

### Persons with Disabilities

Persons with disabilities, who are unable to come to the LACDA’s office will be granted an accommodation of conducting the interview at the person’s home/by mail/hospital, upon verification that the accommodation requested meets the need presented by the disability.

### Requirements to Attend

The LACDA may conduct an oral, personal, or virtual annual reexamination interview. All adult family members may be required to attend the recertification interview.

If the head of household is unable to attend the interview, the appointment will be rescheduled.

### Failure to Respond to Notification to Recertify

The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to five (5) calendar days prior to the interview.

If the family does not appear for the recertification interview and has not rescheduled or made prior arrangements with the LACDA, the LACDA will reschedule a second appointment.

Exceptions to these policies may be made by the Property Manager if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

### Documents Required from the Family

The LACDA will include instructions in the Annual Reexamination packet for the family to provide the following, but not limited to:

- Documentation of income for all family members

- Documentation of liquid and non-liquid assets

- Documentation to substantiate any deductions or allowances

Annual Reexamination packet must be completed and signed by all adult family members  
HUD form-92006 to update, remove or change the contact information

### Verification of Information

All information which affects the family's continued eligibility for the program, and the family's TTP will be verified in accordance with the verification procedures and guidelines described in this ACOP. Verifications used for recertification **must** be dated within 60 days from the request. All verifications will be placed in the file, which has been established for the family.

When the information has been verified, it will be analyzed to determine:

The continued eligibility of the resident as a *family* or as the *remaining member* of a family;

The unit size required by the family;

The amount of rent the family should pay.

### Changes in the Tenant Rent

If there is any change in rent, including change in family's choice in rent, an Annual Notice of Change to Public Housing Lease Agreement will be issued [24 CFR 966.4(c)].

### Tenant Rent Increases

If the tenant rent increases, a 30-day notice (*i.e.*, Annual Notice of Change to Public Housing Lease Agreement) will be mailed to the family and the rent increase will be effective on their anniversary date.

If less than 30 days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the second month following the thirty-day (*i.e.*, Annual Notice of Change to Public Housing Lease Agreement) notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the recertification processing, there will be a retroactive increase in rent to the anniversary date.

### Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the recertification is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the recertification processing by the LACDA.

### C. REPORTING INTERIM CHANGES

Families have an obligation to **report to management within ten (10) calendar days of its occurrence** if there is an additional source of income for any eligible family member and/or change in income or the addition of a family member to the household at any time during their tenancy, including between annual re-certifications. This includes loss or addition of one or more family members through death, divorce, birth, adoption, court-awarded custody and/or where a social service agency (i.e. DPSS, DCFS, etc.) has approved the addition of a minor child to the household. The family must obtain LACDA approval prior to all other additions to the household. An interim recertification will always be conducted under the following circumstances: If a new source of income occurs; there is an increase in existing income of \$200/month or more; change in allowable deductions occurs (i.e., childcare, disability, citizenship eligible immigration status and full-time student status), including anticipated out of pocket (not reimbursed) medical expenses and/or auxiliary expenses. All income for a new family member will be counted and used to calculate the family's TTP.

Failure to disclose the aforementioned information is a material breach of the Lease Agreement. If the Resident or a member of his/her household misrepresents facts, omits any pertinent information, or fails to inform Management of information it requires for an annual reexamination or interim rent adjustment and these failures result in a lower rent than should have been charged, Management, in its sole discretion, may terminate the Lease for a material breach and/or make the rent increase retroactive to the date it would have been effective.

An interim recertification will be scheduled for families with zero income every 90 days. Additionally, the LACDA, at its discretion, can also schedule reviews in between regularly scheduled reviews to determine if an interim recertification is required.

If, during the course of an interim reexamination conducted for a reported decrease in income, it is discovered that a family member is no longer eligible for an allowance (i.e. a minor has turned 18 and is no longer a full-time student), LACDA staff will determine how the loss of allowance will affect the TTP. If the loss of allowance results in an increase to the TTP, even though the family's income has decreased, the LACDA will not complete the interim reexamination unless requested by the family to do so.

If, during the course of an interim reexamination conducted for a reported change in family composition, it is discovered that a family member is no longer eligible for an allowance, the LACDA will continue to process the interim reexamination regardless of the effect on the TTP.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified prior to the approval by the LACDA of the family member being added to the lease.

### D. INTERIM RECERTIFICATION POLICY

An interim recertification will be scheduled for **families with zero income every 90 days**; including interims for income decreases and increases and changes in family composition. Interims

will also be conducted for families on **EID** or on the Family Self-Sufficiency (**FSS**) program.

### **Increases in Income and Rent Adjustments**

Families are required to report in writing current and accurate information on income, assets, allowances and deductions, and family composition changes, ten (10) days from the occurrence. Effective July 01, 2021, interim recertification will always be conducted under the following circumstances: If a new source of income occurs; there is an increase in existing income of \$200/month or more; change in allowable deductions occurs (i.e., childcare, disability, citizenship eligible immigration status and full-time student status), including anticipated out of pocket (not reimbursed) medical expenses and/or auxiliary expenses.

All income for a new family member will be counted and used to calculate the family's TTP. If this information results in an increase in tenant rent, the family will be given a 30-day notice ("Notice of Rent Adjustment") before the new rent amount is effective.

For families that have a temporary loss of income (less than 90 days), an interim will be conducted to reduce the TTP amount and a subsequent interim will be conducted once the income resumes. This does not apply to seasonal employees.

### **Decreases in Income and Rent Adjustments**

Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the TTP.

The LACDA will initiate third-party verification of the decrease in income no later than five (5) calendar days after the resident reports the change to the LACDA. The LACDA will process a rent adjustment to be effective on the first day of the calendar month following the month in which the change in circumstances is reported. If the reduction in income is reported after the LACDA's cut-off date for the following months' rent set-up, Management will charge the resident the former, higher rent, subject to a credit when the circumstances of reduction are verified.

### **Interim Reexamination for Seasonal Employees**

For seasonal employees, the LACDA calculates the actual anticipated income from all known sources for the entire year. For these residents there will be no interim reexamination when the income changes as it is already anticipated.

A seasonal employee will work less than 12 months per year. For example: school employees, agricultural workers, or construction trades may typically work for fewer months in a 12 month period.

### **No Action**

The LACDA will not process an interim reexamination if the family reports a loss of welfare benefits due to fraud, failure to participate in economic self-sufficiency programs, or

noncompliance with a work activities requirement.

### **Social Security Overpayments**

If the family has experienced a decrease in Social Security or SSI income due to an overpayment, the LACDA will calculate income based on the net amount only for the specific period of the decrease. Once the overpayment period is over, the LACDA will process an interim reexamination using the gross amount of Social Security or SSI.

### **E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS**

The LACDA will not reduce the public housing rent for families whose welfare assistance is reduced due to a “specified welfare benefit reduction,” which is a reduction in welfare benefits due to:

Fraud by a family member in connection with the welfare program; or

Noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

A “specified welfare benefit reduction” does not include a reduction of welfare benefits due to:

The expiration of a lifetime time limit on receiving benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, such as:

The family has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Noncompliance with other welfare agency requirements.

### **Definition of “Covered Family”**

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

### **Definition of “Imputed Welfare Income”**

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family’s income for purposes of determining rent.

The amount of imputed welfare income is determined by the LACDA, based on written



information supplied to the LACDA by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of benefit reduction

Imputed welfare income will be included at annual and interim recertifications during the term of reduction of welfare benefits.

The amount of imputed welfare income will be offset by the amount of additional income a family receives that begins after the sanction was imposed. When additional income is at least equal to the imputed welfare income, the imputed income will be reduced to zero.

If the family was not an assisted resident of public housing when the welfare sanction began, imputed welfare income will not be included in annual income.

#### Verification Before Denying a Request to Reduce Rent

The LACDA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

The LACDA will rely on the welfare agency's written notice to the LACDA regarding welfare sanctions.

#### Cooperation Agreements

The LACDA has a written cooperation agreement in place with the local welfare agency which assists the LACDA in obtaining the necessary information regarding welfare sanctions.

The LACDA has taken a proactive approach to culminating an effective working relationship between the LACDA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to public housing residents.

The LACDA and the local welfare agency have mutually agreed to notify each other of any economic self-sufficiency and/or other appropriate programs or services that would benefit public housing residents.

#### Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the LACDA denies the family's request to modify the amount, the LACDA will provide the resident with a notice of denial, which will include:

An explanation for the LACDA's determination of the amount of imputed welfare income.

A statement that the resident may request a grievance hearing.

If the resident requests a grievance hearing, the resident is not required to pay an escrow deposit pursuant to 966.55(e) for the portion of tenant rent attributable to the imputed welfare income.

#### LACDA Errors

If the LACDA makes a calculation error at admission to the program or at an annual recertification, an interim recertification will be conducted to correct the error. If the family had been undercharged as a result of the calculation error, the family will **not** be charged retroactively. If the family had been overcharged as a result of the calculation error, the family will receive a rent credit retroactively.

#### F. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

##### Standard for Timely Reporting of Changes for Reexaminations and Interims

The LACDA requires that families report any changes, such as change in family composition, to the LACDA within ten (10) calendar days of when the change occurs. Any information, document or signature needed from the family needed to verify the change must be provided within three (3) calendar days of the reported change.

If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation, (in the time period requested by the LACDA), it will be considered untimely reporting.

##### Procedures When the Change Is Reported in a Timely Manner

The LACDA will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:

Increases in the Tenant Rent is effective on the first day of the second calendar month following the month in which the change in circumstance occurred with at least thirty days' notice to the family. It is the LACDA's policy to process interim increases in Tenant Rent between regular annual re-certifications if a new source of income occurs and if there is an increase in existing income of \$200/month or more, change in allowable deductions occurs (i.e., childcare, disability, citizenship eligible immigration status and full-time student status), including anticipated out of pocket (not reimbursed) medical expenses and/or auxiliary expenses.

Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported.

### Procedures When the Change Is **Not** Reported by the Tenant in a Timely Manner

If the family does **not** report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim or annual recertification processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date the increase in income became effective. The family will be liable for any underpaid rent and may be required to sign a Repayment Agreement. The Repayment Agreement will require that the family pay an initial lump sum (in an amount determined by the LACDA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under \$2400 or 24 months for any amount in excess of \$2400.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the LACDA and **not** retroactively.

### Procedures When the Change Is Not Processed by the LACDA in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should when the family reports the change and provides all information, documents and signatures in a timely manner. If the change cannot be made effective on that date, the change is not processed by the LACDA in a timely manner.

Therefore, an increase will be effective after the required thirty days’ notice prior to the first of the month after completion of processing by the LACDA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

### G. REPORTING OF CHANGES IN FAMILY COMPOSITION

The members of the family residing in the unit must be approved by the LACDA. The family must inform the LACDA and request approval of additional family members other than additions due to birth, adoption, foster adults, court-awarded custody and/or of a minor approved by a social service agency (i.e. DPSS, DCFS, etc.) before the new member occupies the unit.

All changes in family composition, including additions due to birth, adoption, foster adult, court-awarded custody of a minor approved by a social service agency, **must** be reported within ten (10) calendar days of the occurrence in writing. If an adult family member is declared permanently absent by the head of household, the notice must contain a certification by the head of household [or spouse] that the member (who may be the head of household) removed is permanently absent.

HUD approved the designation of the housing developments listed below as Elderly-Only on August 27, 2013. If a resident living at an Elderly-Only housing development requests to add a new household member to their Lease after August 27, 2013, the new household member must be 62 years or older.

### **Elderly-Only Housing Developments**

Carmelitos

Nueva Maravilla “Rosas”

West Knoll  
Palm

Marina Manor I

Marina Manor II

Orchard Arms

Foothill Villa

Francisquito Villa

Whittier Manor

Herbert Avenue

Southbay Gardens

### **Increase in Family Size**

The LACDA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

Addition by marriage/or marital-type relation and the minor children of that person

Addition of a minor child of the head of household, co-head, spouse or marital-type partner who had been living elsewhere

Addition of a LACDA-approved live-in aide

Addition of an adult child due to recent discharge from the military

Addition of a disabled adult parent or child of the head of household/co-head who requires disability-required care

Addition due to birth, adoption, foster adults, court-awarded custody and/or of a minor approved by a social service agency

If addition(s) to the family require a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately sized unit.

#### Definition of Temporarily/Permanently Absent

The LACDA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent.

Income of persons permanently absent will not be counted. If the spouse/ marital-type partner is temporarily absent and, in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The LACDA will evaluate absences from the unit in accordance with this policy.

#### Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the LACDA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the LACDA before they move out of a unit in accordance with the lease and to give the LACDA information about any family absence from the unit.

“Absence” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the LACDA may:

- Conduct a home visit

- Write letters to the family at the unit

- Post letters on exterior door

- Telephone the family at the unit

- Interview neighbors

- Verify if utilities are in service

- Check with Post Office for forwarding address

- Contact emergency contact

If the entire family is absent from the unit for more than 30 consecutive days, whether or not rent has been paid, the unit will be considered to be abandoned and the LACDA will terminate the Lease Agreement.

As a reasonable accommodation for a person with a disability, the LACDA may approve an extension. (See Absence Due to Medical Reasons for other reasons to approve an extension.) During the period of absence, the rent and other charges must remain current.

#### Absence of Any Member

Any member of the household will be considered permanently absent and removed from the lease if s/he is away from the unit for **90 days** in a 12-month period except as otherwise provided in this chapter.

The LACDA, at its discretion, may initiate a transfer of the remaining household members to an appropriately sized unit in accordance with the Occupancy standards (see Chapter 4).

#### Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the LACDA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in **less** than 120 consecutive days, the family member will not be considered permanently absent, as long as rent and other charges remains current. A resident may request a reasonable accommodation to have a longer absence approved. The LACDA has full discretion of approval and will make determinations on a case by case basis.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the LACDA's "Absence of Entire Family" policy.

#### Absence Due to Incarceration

If the sole member is incarcerated for more than 90 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 90 consecutive days. The rent and other charges must remain current during this period.

#### Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the LACDA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 180 days from the date of removal of the child(ren), the family will be required to move to a smaller size unit. If all children are removed from the home permanently, the unit size will be reduced in accordance with the LACDA's occupancy guidelines.

#### H. REMAINING MINOR MEMBER OF RESIDENT FAMILY—RETENTION OF UNIT

If neither parent remains in the household, nor the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the LACDA will treat that adult as a visitor for the first 90 calendar days. This will be noted as an exception to the LACDA's Visitor Policy.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the court has not awarded custody or legal guardianship, but the action is in process, the LACDA will secure verification from social services staff or the attorney as to the status.

The LACDA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than 90 days and it is reasonable to expect that custody will be granted.

When the LACDA approves a person to reside in the unit as caretaker for the child(ren), the income of the caretaker should be counted pending a final disposition. The LACDA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

A minor, who was part of the household, can also qualify as a "remaining member of the resident family". A minor will be authorized to remain in the unit by establishing emancipation or by adding another adult, who has been determined eligible and suitable by the LACDA, to the Lease. The added adult will become the new head of household. When such situations arise, the LACDA will work with the minor's advocate, which may be another adult relative or DCFS caseworker, to determine the appropriate course of action and time necessary for the minor to meet one of the two criteria to remain in the unit.

#### I. REMAINING ADULT MEMBER OF RESIDENT FAMILY—RETENTION OF UNIT

Under certain circumstances, an existing member of a household has the right to remain in the unit following the death or departure of the head of household to non-subsidized housing. This section is not intended to apply to circumstances where the household is the subject of a pending eviction, lease enforcement action or where the household is not in good standing. For purposes of this section, an existing member of the household may be considered a “remaining member of the resident family” under the following circumstances:

(a) To be considered the “remaining member of the resident family”, the person must be an adult previously approved by the LACDA to be living in the unit and must have signed the lease in his or her capacity as an adult occupant. Prior to being approved as a “remaining member of the resident family”, the person must successfully undergo criminal screening and be deemed eligible and suitable under Chapter 2 of the ACOP.

A live-in aide or a caregiver, by definition, are **not** members of the household and will **not** be considered a “remaining member of the resident family”.

A reduction in family size shall require a transfer to an appropriate unit size per the Occupancy Standards.

The LACDA shall grant exceptions from the occupancy standards if the family requests and the LACDA determines the exceptions are justified according to this policy.

The LACDA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms, when an exception is requested (Refer to chapter on Occupancy Standards).

#### J. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES

Under the Non-Citizens Rule, “mixed” families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

“Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

The head of household, co-head or spouse/marital-type partner is a U.S. citizen or has eligible immigrant status; AND

The family does not include any ineligible immigrants other than the head of household, spouse/marital-type partner or parents or children of the head, co-head or spouse/marital-type partner.

Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

If the mixed families do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, or the family may choose prorated assistance



(See chapter titled “Factors Related to Total Tenant Payment Determination”). The LACDA may no longer offer temporary deferral of termination (see chapter on Lease Terminations).

## Chapter 12

### LEASE TERMINATIONS

[24 CFR 966.4]

#### INTRODUCTION

The LACDA may terminate tenancy for a family based on the resident's action(s) or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the Public Housing Lease Agreement. This chapter describes the LACDA's policies for notification of lease termination and provisions of the Lease Agreement.

#### A. TERMINATION BY RESIDENT

The resident may terminate their Lease Agreement by providing the LACDA with a **written 30-day advance notice** as defined in the Lease Agreement. The LACDA in its sole discretion, may reinstate the tenancy of a family within 120 days after move-out. The resident must have been in good standing with the LACDA. Good standing means the resident has demonstrated prompt rent paying habits; the resident has demonstrated and maintained adequate housekeeping standards; the resident has a good overall record since living in public housing. Once the LACDA has approved the former resident's request for re-instatement, the LACDA will conduct an annual re-exam and enter into a new Lease Agreement with the family. If there is no appropriately sized unit for the household based on the LACDA's occupancy standards, the household must wait until a unit becomes available.

#### B. TERMINATION BY LACDA

The lease may be terminated at any time by the LACDA who shall give written notice for serious or repeated violation of the terms of the lease, such as, but not limited to:

Nonpayment of rent or other charges due under the Lease, or chronic late payment of rent (3 times in a 12-month period is considered chronic)

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers

Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, except as approved by the LACDA for a home-based occupation

Failure to abide by reasonable rules made by the LACDA for the benefit and well-being of the housing development and the Residents

Failure to abide by applicable building and housing codes materially affecting health or safety

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development buildings, facilities, equipment, or common areas

Sex offender lifetime registrants

Being subject to sex offender lifetime registration under a State sex offender registration program will be grounds for eviction.

#### Criminal activity

Residents must refrain from and ensure that household members and guests refrain from engaging in drug-related and/or violent criminal activity on or off the housing development premises. Violent criminal activity is 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. The illegal manufacture, sale, distribution or use of, or possession with the intent to manufacture, sell, distribute or use, a controlled substance constitutes a drug-related criminal activity. Residents on or off the housing development premises and having a controlled substance in his/her system are in violation of the lease. Committing of any of the above acts is a material breach of the lease and may result in termination of tenancy on three days' notice. \*\* Please note that the cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons is also a violation of the LACDA's policies relating to drug-related criminal activity and constitutes "drug-related criminal activity" under federal law. The cultivation, manufacture, distribution, sale, use and/or possession of marijuana for recreational and/or medical reasons subjects a tenant to the termination of tenancy.

Alcohol abuse that the LACDA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### Non-compliance with Non-Citizen Requirements

No remaining family member in the household is a U.S. Citizen or an eligible immigrant

Physically or verbally abusive behavior toward residents and/or LACDA staff

Non-compliance with the Non-Smoking Policy as set forth in the Public Housing Non-Smoking Lease Addendum

Non-compliance with a Social Services Compliance Addendum to the Los Angeles County

Development Authority Public Housing Lease Agreement

Other good cause

### **Over Income Limit Households**

If a household has an income that is over 120 percent of the Area Median Income (AMI) for the most recent two (2) consecutive years, the LACDA will terminate the family's tenancy within 6 months. The over-income policy will exclude evicting families receiving EID and families participating in the Family Self-Sufficiency (FSS) Program. An over income limit determination for a household will begin when the LACDA becomes aware, through either an annual reexamination or an interim reexamination for an increase if requested by the household, that a family's income exceeds the applicable over income limit. The LACDA shall notify the tenant that their household is over income upon the initial determination. If the family's income continues to exceed the over-income limit, the LACDA shall provide a second written notification to the family that their income has exceeded the over-income limit for one (1) year, and that if the family's income continues to exceed over-income limit for the next 12 consecutive months, the family will be terminated within 6 months. A final third notification will be sent when the family has exceeded the applicable over income limit for 24 consecutive months. The household will be terminated within 6 months of the third notification.

If the LACDA determines through an annual or interim reexamination that a previously over-income family has income that now is below the over-income limit, the family is no longer subject to the over-income limit policy. If the family becomes over-income again, they are entitled to a new 2-year grace period.

### **C. NOTIFICATION REQUIREMENTS**

The LACDA's written notice of lease termination will state the reason for the proposed termination, the date of termination, and the rights and protections afforded the resident by the regulations and this policy. (See chapter on Grievances and Hearings.)

Notices of lease termination shall be in writing and delivered to resident or adult member of the household or posted on the unit; and in all cases sent by first class mail addressed to the resident at the unit.

### Timing of the Notice

If the LACDA terminates the lease, written notice will be given as follows:

Fourteen (14) calendar days in the case of failure to pay rent; time period excludes Saturday, Sundays and judicial holidays (Code of Civil Procedure section 1161);

Three (3) calendar days for drug-related criminal activity, or criminal activity when the health or safety of other residents or LACDA employees is threatened;

Thirty (30) calendar days to Quit. Thirty (30) Day notices to Cure or Quit, time period excludes Saturday, Sundays and judicial holidays (Code of Civil Procedure section 1161).

Following the eviction for drug-related criminal activity, the LACDA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for drug-related criminal activity.

### D. CRIMINAL ACTIVITY

The LACDA shall terminate the lease if any family member is convicted of manufacturing or producing methamphetamine on the premises of the housing development in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The LACDA may terminate the lease in cases where the LACDA determines there is reasonable cause to believe that a family member, or a guest of a family member, is illegally using a controlled substance or engages in drug-related criminal or violent criminal activity. The same will apply if it is determined that a family member, or a guest of a family member, abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the LACDA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

The LACDA will consider the use of a controlled substance or alcohol to be a "pattern" if there is three or more incidents in the previous 12-month period.

"Engages in" drug related criminal or violent criminal activity means any act by a family member, or guest of a family member, which involved drug-related criminal or violent criminal activity which may or may not have resulted in the arrest and/or conviction of the family member, or guest of a family member. \*\*Please note that the cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons is also a violation of the LACDA's policies relating to drug-related criminal activity and constitutes "drug-related criminal activity" under federal law. The cultivation, manufacture, distribution, sale, use and/or possession of marijuana for recreational and/or medical reasons subjects a tenant to the termination of tenancy.

In evaluating whether to terminate the lease, the LACDA will give fair consideration to the

seriousness of the activity, and/or likelihood of favorable conduct in the future (including evidence of rehabilitation).

The LACDA will also consider whether:

The person demonstrates successful completion of a credible rehabilitation program approved by the LACDA, and is willing to continue in a supportive program approved by the LACDA; or

The individual involved in drug-related criminal activity is no longer in the household due to incarceration.

If the LACDA determines not to terminate the lease, and permit continued occupancy, the LACDA may require the family accept imposed conditions such as that the involved family member(s) does not reside in or visit the unit. The LACDA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

### **Anti-Hate Crime**

In accordance with California Penal Code Section 422.6, the LACDA shall terminate the lease if any family member engage in a Hate Crime in violation of California Penal Code 422.6 which includes but is not limited to the use of force or threat of force, willfully injure, intimidate, interfere with, oppress, or threaten any other person in whole or in part because of that person's race or ethnicity, disability, gender, nationality, religion, sexual orientation or association with a person or group with one or more of these actual or perceived characteristics and knowingly deface, damage, or destroy the real or personal property of any other person for in whole or in part because of that person's race or ethnicity, disability, gender, nationality, religion, sexual orientation or association with a person or group with one or more of these actual or perceived characteristics.

### **Data Compliance System**

The LACDA uses the Data Compliance System (DCS) which automatically provides publicly available arrest data from Los Angeles County enforcement agencies. The LACDA will verify the information collected on its residents and will take appropriate action related to program violations.

### **E. NON-SMOKING**

The LACDA strictly prohibits smoking on all our properties except at the South Bay Gardens senior housing development located at 230 E. 130th Street, Los Angeles CA 90061. The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, hookah or other prohibited tobacco, marijuana or similar lighted product in any manner or in any form. Additionally, "smoking" also includes but is not limited to the use of an electronic cigarette (e-cig or e-cigarette), a personal vaporizer (PV) or an electronic nicotine delivery system (ENDS).

The smoke free policy applies to all residents, guests, visitors, vendors and staff. At South Bay Gardens, smoking is only permitted in one specified open area that is located at least 25 feet away from a LACDA building and is clearly labeled as a “Smoking Designated Area”.

The LACDA may terminate the Lease for a material or continuing breach of the Public Housing Non-Smoking Lease Addendum. Additionally, Residents are financially responsible for the mitigation of any damages caused by smoking in their unit or caused by smoking in non-smoking areas on the LACDA’s premises. Residents shall pay for these damages as set forth in the Lease as “Other Charges”. Costs may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, and possible replacement of fixtures and various surface materials.

The LACDA would like to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance and cleaning costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

Residents, members of the Resident's household or their guests/visitors are strictly prohibited to smoke on the premises occupied by the Resident and members of the Resident's household in any common areas, including but not limited to; community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, balconies and patios. Smoking is strictly prohibited on all of the LACDA’s properties, except for the designated smoking area at the South Bay Gardens housing development, including individual units, common areas, every building and adjoining grounds. A Resident, members of the Resident's household or their guests/visitors shall not smoke anywhere in Non-Smoking Areas. The Resident may not permit any guests or visitors under the control of the Resident to smoke in Non-Smoking Areas.

#### **Resident to Promote Non-Smoking Policy and to Alert the LACDA of Violations**

Residents shall inform Resident's guests or visitors of the non-smoking policy. Residents are also encouraged to promptly submit to Management a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

#### **Vendors and LACDA Staff**

Vendors and LACDA staff on LACDA premises **must** also adhere to the non-smoking policies delineated in this chapter.

#### **Promotion of Non-Smoking Policy**

Management shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of Non-Smoking Areas.

## **The LACDA Not a Guarantor of Smoke-Free Environment**

The LACDA's adoption of a non-smoking living environment does not make the LACDA the guarantor of the Resident's, members of the Resident's household or their guests/visitors health or of the non-smoking condition of the Resident's unit and common areas. However, the LACDA shall take reasonable steps to enforce the non-smoking terms as set forth in the Lease Addendum and ACOP and to make the Non-Smoking Area as smoke-free as is reasonably possible. The LACDA is not required to take steps in response to smoking unless the LACDA is aware of said smoking or has been given written notice of said smoking.

### **LACDA Disclaimer**

The LACDA's adoption of a non-smoking living environment does not in any way change the standard of care that the LACDA would provide to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The LACDA 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. The LACDA cannot and does not warrant or assert that the rental premises or common areas will be free from secondhand smoke. The LACDA's ability to police, monitor, or enforce the agreements of the Lease Addendum is dependent in significant part on voluntary compliance by the Resident and Resident's guests/visitors. Residents and Resident's guests/visitors with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the LACDA does not assume any higher duty of care to enforce the Public Housing Non-Smoking Lease Addendum than any other LACDA obligation under the Lease.

### **F. PEST CONTROL**

"Bedbugs" or "pests" mean any insect of the genus cimex including but not limited to cimex lectularius, and/or its eggs. "Pests" also include but is not limited to roaches, termites and spiders. The following information and acknowledgements are provided to the Resident through the "Public Housing Pest Control Lease Addendum":

At move-in and at each recertification, the Resident is provided with bedbug education materials. New move-ins are required to disclose one of the following on the "Public Housing Pest Control Lease Agreement Addendum":

1. Resident is not aware of any infestation of bedbugs in your current or previous apartment, home or dwelling. Resident agrees that he/she is not aware of any bedbug infestation or presence in any of his/her furniture, clothing, personal property or possessions. Resident further agrees that he/she has not been subjected to conditions in which there were any bedbug infestations or presence of bedbugs.
2. Resident agrees that if he/she previously lived anywhere that had a bedbug infestation that all of his/her personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional.



Resident agrees that such items are free of further infestation.

**Per California Civil Code §1954.603, the bed bug information below is included in the Public Housing Pest Control Lease Addendum:**

**Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about  $\frac{1}{4}$  of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about  $\frac{1}{16}$  of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

**Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

**Common Signs and Symptoms of a Possible Bed Bug Infestation:**

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency at [www.epa.gov](http://www.epa.gov) and the National Pest Management Association at [www.npmapestworld.org](http://www.npmapestworld.org).

**The Resident is required to sign the “Public Housing Pest Control Lease Agreement Addendum” which further acknowledges, requires and discloses the following:**

If the Resident fails to report any pest infestation with their unit within seven (7) calendar days of move-in, it shall be an acknowledgement by Resident that the premises are acceptable, in good condition and pest free. After move-in, the LACDA will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of the need for prompt action to avoid any further infestation, Resident shall report during business hours any actual or suspected infestation within forty-eight (48) hours of discovery to the management office.

In the event that bedbugs or other pests are located within the unit, the LACDA shall treat the premises for bedbugs or other pests in a timely manner and at the LACDA's expense.

If a bedbug or pest control treatment is scheduled and the Resident is not prepared for treatment as delineated in bedbug or pest control instructions distributed prior to the service, the Resident will be charged \$50. Exceptions may be made due to verified Americans with Disability Act (ADA), medical or other emergency situations.

The Resident is informed that used or second-hand furniture is the primary method in which bedbugs are spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with bedbugs or other pests. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into their unit. Resident further agrees that Resident shall not bring into the dwelling used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.

In the event that there is a bedbug or pest infestation in the Resident's unit, the Resident agrees to cooperate fully with and to undertake all efforts and tasks required by the LACDA, and in the LACDA's sole discretion, or by the LACDA's pest control company, employed to eradicate pests. The Resident's full cooperation includes but is not limited to reporting during business hours any suspected pest infestation to the management office within forty-eight (48) hours of discovery, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required timeframe, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to the management office.

Resident also acknowledges that any violation of this Public Housing Pest Control Lease Addendum constitutes a material violation of the Lease and is grounds for termination of the Lease by the LACDA. Conduct that constitutes a material violation of the Lease includes failure to promptly notify the management office of evidence of any pest infestation, any action that prevents treatment of the unit or potentially exasperates or increases the bedbug issue, refusal to permit Management to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post treatment activities, including a failure to report ineffective treatment or re-infestations. Proof of the violation of the Public Housing Pest Control Lease Addendum shall be by a preponderance of the evidence.

Resident may request reasonable extermination services at any time. Upon notification from Resident, within twenty-four (24) hours of the report, Management shall provide Resident with information about control and prevention of bedbugs or pests and will discuss measures that Resident may be able to take in the unit before the inspection is performed. Management will conduct an inspection of the unit within three (3) business days if possible, for bedbug infestations. If an inspection cannot be conducted within three (3) business days by trained staff or a licensed professional, Management will retain documentation of efforts made. Should a pest infestation be identified through the inspection, Management shall contact the Resident and schedule treatment within ten (10) calendar days for regular pests and five (5) calendar days for bedbugs, except for resident caused delays or lack of vendor availability. When Management requires access to a unit

for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least forty-eight (48) hours' notice to Resident, that Management requires access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the purpose of acting on the inspection or extermination request.

Except in those situations where the LACDA has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, are not liable to Resident for any damages caused by pests, including but not limited to, personal expenses, replacement of furniture, and/or other personal items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect the Resident's personal belongings. Owner, Management, and its employees are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatment(s).

The Resident acknowledges that the LACDA's adoption of the Public Housing Pest Control Lease Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that the LACDA owes the Resident under the Lease. Resident further acknowledges that the LACDA does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that the LACDA's ability to police, monitor, or enforce the agreements of the Public Housing Pest Control Lease Addendum is dependent in significant part on voluntary cooperation and compliance by the Resident and Resident's guests/visitors.

The LACDA will attempt to make reasonable accommodations in the event that any the Resident requests an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time the pest control is requested or when Resident receives notice that it will be provided, whichever is earlier. The LACDA will provide the Resident with the ADA paperwork to complete and submit to the management office as delineated in Chapter 1. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be an alternative, effective means of eradication, and in those circumstances, the LACDA may use the eradication services that are effective in dealing with the infestation.

#### G. V A W A

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, that is engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or affiliated individual of the tenant is a victim of that domestic violence, dating violence, sexual assault or stalking.

The LACDA retains the authority to terminate the tenancy of a victim under either of the following conditions:

1. The termination is for a lease violation not premised on the act or acts of domestic violence, dating violence, sexual assault or stalking against the tenant or a member of the tenant's household, and the LACDA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other tenants in determining whether to evict.
2. The LACDA can demonstrate an actual and imminent threat within an immediate timeframe that could result in death or serious bodily harm to other tenants or those employed at or providing services to the property if the tenancy of the victim is not terminated.

The LACDA will provide a "Notice of Occupancy Rights under the Violence Against Women Act" HUD form-5380 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation" HUD form-5382 published in December 2016 to a resident who is **notified of eviction or termination of assistance**.

H. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96 or up to 18 months if granted after 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the LACDA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

## Chapter 13

### FRAUD POLICY

#### INTRODUCTION

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Fraud and abuse by a tenant or applicant, therefore, may constitute an intentional misrepresentation of income, assets, and allowances, or intentional misrepresentation of family composition or initiating and participating in bribes or other illegal activities. Intentional may mean a claim that a tenant or applicant *knows or has reason to know* is false, fictitious, or fraudulent. Knows or has reason to know may mean a person acts in deliberate ignorance of the truth or acts in reckless disregard of the truth or falsity of the claim or statement.

#### A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The LACDA does not intend to undertake an inquiry or an audit of a tenant family arbitrarily. The LACDA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The LACDA staff will make an effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the LACDA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor tenants' lease obligations for compliance, and when indicators of possible abuse come to the LACDA's attention, to investigate such claims.

The LACDA may initiate an investigation of a tenant family in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips: Referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a household is in noncompliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. Document of the allegation and supporting documents will be retained in the resident file.

Internal File Review: If the LACDA staff discovers (as a function of a (re)certification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, or is discrepant with statements made by the family, the LACDA will initiate further investigation for potential fraud and/or unreported/underreported income.

Verification or Documentation: If the LACDA receives independent verification or documentation, which conflicts with representations in the resident file (such as public record information, credit bureau reports, reports from other agencies, including the Enterprise Income Verification's (EIV's) - Income Verification Tool), the LACDA will initiate further investigation for potential fraud and/or unreported/underreported income.

## B. STEPS TO HELP PREVENT PROGRAM ABUSE AND FRAUD

Management and program staff utilize various methods and practices (listed below) to help prevent program abuse, noncompliance, and willful violations of program rules by applicants and residents. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by residents.

Things You Should Know (HUD-1140-OIG): This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all residents/ applicants to promote understanding of program rules, and to clarify the LACDA's expectations for cooperation and compliance.

Program Orientation Session: Mandatory orientation sessions will be conducted by LACDA staff for all prospective residents either prior to or upon execution of the lease. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Things You Should Know" (HUD-1140-OIG) form to confirm that all rules and pertinent regulations were explained to him/her regarding fraud and abuse.

Resident Counseling: LACDA staff will routinely provide resident counseling in order to clarify any confusion pertaining to program rules and requirements.

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

Review and Explanation of Forms: Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

## C. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

LACDA staff training to maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Eligible applicant files prior to a unit offer will be randomly selected for quality control review, including **all** new admission certifications will be reviewed by the site Property Manager. Subsequent re-certifications will be randomly selected by the Administrative Unit and assigned to the Property Managers for quality control review. Such reviews may include, but are not limited to:

1. Changes in reported Social Security Numbers or dates of birth.
2. Authenticity of file documents.
3. Ratio between reported income and expenditures.
4. Review of signatures for consistency with previously signed file documents.

5. Assurance that verification of all income and deduction is present and thoroughly documented as per HUD's mandated verification procedures.
6. Review of the household's EIV Income Report and IVT Report.
7. Review of the household's Credit Bureau Report.
8. Verification of Citizenship Status and supporting documents.
9. Review of required signatures for all HUD mandated forms and Public Housing Lease and Addendums.

Observation. Management and Program Staff (to include maintenance personnel and policing authorities) training to maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income and assets, including personnel and real property.

Public Record Bulletins. Reviewed by management and staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit Bureau inquiries may be made in the following circumstances:

1. Application Process.
2. Annual/Interim Re-certifications.
3. When an allegation is received by the LACDA wherein unreported income sources are disclosed.
4. When a tenant's expenditures exceed his/her reported income, and no plausible explanation is given.

Enterprise Income Verification (EIV) Inquiries. EIV is a system that enables Public Housing Programs to verify participant reported income and identified households that may have under reported their household's annual income. EIV inquiries must be made in the following circumstances:

1. Annual/Interim Re-certifications.
2. Post Move-in (New Admissions) within 60-days of the move-in date.
3. When an allegation is received by the LACDA wherein unreported income

sources are disclosed.

4. When a resident's expenditures exceed his/her reported income, and no plausible explanation is given.

D. THE LACDA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

LACDA staff will encourage all residents to report suspected abuse to the Property Manager and/or LACDA staff. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The LACDA will not follow up on allegations which are vague or otherwise nonspecific. The LACDA will only review allegations, which contain one or more independently verifiable facts.

Preliminary File Review

An internal file review will be conducted by the site property management office to determine:

1. If the subject of the allegation is a current public housing resident, and if so, the LACDA will verify and determine whether or not the information reported has been previously disclosed by the family.
2. It will then be determined if the LACDA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review

If at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the site management staff will initiate an investigation to determine if the allegation is true or false.

E. HOW THE LACDA REVIEWS ALLEGATIONS OF ABUSE AND FRAUD

If the site management determines that an allegation or referral warrants further investigation, the site management staff will conduct the review. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the LACDA will ensure, where required, that a written authorization from the program participant for the release of information has been obtained.

EIV Report Review. The LACDA staff will obtain a current EIV report on the household that may have under/unreported their annual income.

Credit Bureau Inquiries (CBIs). In cases involving previously under/unreported income sources, a CBI inquiry may be made to determine if there is financial activity which conflicts with the household's reported income.



IRS. Request for IRS Returns or W-2's may be required.

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

Employers and Former Employers. Employers or former employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the LACDA's review.

Field Investigation: Field Investigators may be utilized to gather additional information as determined by the LACDA.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. If relevant, the LACDA will review public records kept in any jurisdictional courthouse or county recorder's office. Examples of public records which may be checked are real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, school records, and postal records.

Consult Fraud Analyst. The site management staff may schedule a consultation meeting to discuss the preliminary findings and seek further guidance.

Interviews with Head of Household or Family Members. The LACDA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the site office with the Property Manager. In certain circumstances, the Fraud Analyst may assist during the interview. The LACDA intends to conduct such interviews with a high standard of courtesy and professionalism, avoiding inflammatory language, accusations, or unprofessional conduct or language. If necessary, an additional staff person may attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE LACDA

Documents and other evidence obtained by the LACDA during the course of an investigation will be considered "work product" and will be stored in the resident's file upon completion of the investigation. Such cases under review will not be discussed among the LACDA staff unless they are involved in the process, or have information, which may assist in the investigation.

#### G. CONCLUSION OF THE LACDA'S INVESTIGATIVE REVIEW

At the conclusion of the fraud review, the findings will be reported to the Property Manager and/or Area Manager. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive. In any event, the LACDA staff and/or Fraud Analyst will document the resident file of his/her fraud investigation by providing a memorandum including proposed course of action (i.e., enter into a repayment agreement, counseling, or seek termination of housing assistance).

#### H. EVAULATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Property Manager will review the facts to determine:

1. The type of violation (noncompliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the resident.
4. If the household is eligible for continued occupancy.

#### I. PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the Property Manager will propose the most appropriate remedy based upon the type and severity of the violation.

##### Procedural Noncompliance - Retroactive Rent

When the resident owes money for failure to report changes in income or assets, a Notification of Underpaid Rent will be issued. This Notice will contain the following:

1. A description of the violation and the date(s).
2. Any amounts owed to the LACDA.
3. A ten (10) calendar day written response period.
4. The right to disagree and to request an informal conference with instructions for the request of such conference in compliance with the grievance policy established in the ACOP.
  - a. Tenant Fails to Comply with the Notice. If the tenant fails to comply with the notice, and a material provision of the lease has been violated, termination of tenancy may be initiated.

- b. Tenant Complies with the Notice. When a tenant complies with the notice, the Property Manager responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated. The Property Manager will complete a counseling report, give one copy to the family and retain a copy in the resident file.

A Tenant Conference will be scheduled by the Property Manager to discuss any procedural noncompliance issues and to provide the Tenant with the *Things You Should Know* Program Integrity Bulletin, to promote understanding of the Program Rules and to clarify the expectation for cooperation and compliance. The Property Manager may enlist the assistance of the Fraud Analyst.

#### Intentional Misrepresentations

When a resident falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an underpayment of rent by the tenant, an evaluation will determine whether or not:

1. The tenant had knowledge that his/her actions were wrong, and
2. That the tenant willfully violated the lease or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The residents' signature on various certifications, briefing certificate, Family Obligations, HUD Form 52675, and *Things You Should Know* are adequate to establish knowledge of wrongdoing.

The tenant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the tenant of the misrepresentation.
2. That the act was done repeatedly.
3. If a false name or Social Security Number was used.
4. If there were admissions to others of the illegal action or omission.
5. That the resident omitted material facts, which were known to them (e.g., employment of self or another household member).
6. That the resident falsified, forged or altered documents.
7. That the resident uttered and certified to statements at a rent (re)determination which were later independently verified to be false.

### The Tenant Conference for Serious Violations and Misrepresentations

When the LACDA has established that material misrepresentation(s) have occurred, a Tenant Conference may be scheduled with the family representative, the Property Manager and/or the staff person most knowledgeable about the circumstances of the case. In the event that a conference is scheduled, an appointment letter confirming the Tenant Conference date may include a checklist of documents and/or information for the resident to bring to the mandatory meeting.

The purpose of such conference is to review the information and evidence obtained with the resident and to provide the resident an opportunity to explain any document findings which conflict with representations in the resident file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by the LACDA. The resident will be given ten (10) working days commencing from the conclusion of the Tenant Conference to furnish any mitigating evidence.

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

1. The duration of the violation and number of false statements.
2. The resident's ability to understand the rules.
3. The resident's willingness to cooperate and accept responsibility for his/her actions.
4. The amount of underreported income (i.e., *money due to the LACDA*).
5. The resident's past history.

### Notification to Resident of Proposed Action

The resident will be notified by mail of the proposed action no later than fifteen (15) business days after the conclusion of the Tenant Conference.

### Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the LACDA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

#### Civil Remedies: The LACDA may:

1. Terminate tenancy and demand payment of restitution in full.
2. Terminate assistance and execute an administrative repayment agreement in accordance with the LACDA's Repayment Policy.
3. Terminate assistance and/or pursue restitution through civil litigation.

4. Terminate assistance and seek recovery through tax refunds and/or garnishment of wages or other forms of collection.
5. Continue assistance and issue the resident a Notice of Rent Adjustment with the correct tenant rent payment amount, and demand restitution due in 30-Days of notice.
6. Permit continued assistance with the correct tenant rent amount and execute an administrative repayment agreement in accordance with the LACDA's repayment policy.

Criminal Referral: If the LACDA believes that the case meets the criteria established by the LACDA for prosecution, the LACDA may refer the case to other enforcement agencies.

Termination by the LACDA: The LACDA may terminate a public housing tenancy for a material breach of the lease for discovery of material false statements or fraud, including but not limited to: misrepresentation of facts, omitted pertinent information, or failure to inform Management of information it requires for an annual recertification or interim adjustments, by the tenant or family member in connection with an application for assistance, with re-certification, or reexamination of income.

## **Chapter 14**

### **GRIEVANCES AND APPEALS**

**[24 CFR 966.50–966.57]**

#### **INTRODUCTION**

This chapter describes the policies to be used when applicants or residents disagree with a LACDA decision. It is the policy of the LACDA that all applicants and residents have the benefit of all appeal/grievance rights due to them under the law.

#### **PART I: APPEALS**

##### **A. APPEALS BY APPLICANTS**

Applicants who are determined ineligible because they do not meet the LACDA's admission standards, will be given prompt written notification stating reason for the determination and the procedure for requesting an informal hearing. Applicants must submit their request for an informal hearing in writing to the LACDA within ten (10) calendar days from the date of the notification of their ineligibility.

Except for good cause as determined by the LACDA such as, but not limited to hospitalization, illness or injury, if an applicant requests an informal hearing, the LACDA will schedule the hearing to be held within ten (10) calendar days of receiving the request. The LACDA will notify the applicant of the time, date, and location.

An impartial hearing officer will conduct informal hearings. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of such person.

The hearing officer will consider documentation or evidence provided by the applicant and data compiled by the LACDA. The hearing officer will make a determination based upon the merits of the evidence presented by both sides. Within ten (10) calendar days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

The grievance procedure for public housing residents is not applicable to applicants, and applicants have no rights under the LACDA's resident grievance procedures.

##### **B. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to the family in a LACDA unit pursuant to a lease may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the LACDA hearing is pending but assistance to an applicant may be delayed pending the LACDA hearing.

### USCIS Determination of Ineligibility

If a family member or applicant claims to be an eligible immigrant and the USCIS SAVE system and manual search do not verify the claim, the LACDA notifies the applicant or resident within ten (10) calendar days of their right to appeal to the USCIS within thirty days or to request an informal hearing for applicants/informal conference for residents with the LACDA either in lieu of or subsequent to the USCIS appeal.

If the family or applicant appeals to the USCIS, they must give the LACDA a copy of the appeal and proof of mailing or the LACDA may proceed to deny or terminate. The time period to request an appeal may be extended by the LACDA for good cause.

The request for a LACDA hearing must be made within fourteen (14) calendar days of receipt of the notice offering the hearing or, if an appeal was made to the USCIS, within fourteen days of receipt of the USCIS decision.

After receipt of a request for an informal conference for Residents or an informal hearing for Applicants, the hearing is conducted as described in the “Grievance Procedures” and “Appeals by Applicants” section of this chapter for both applicants and residents. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the LACDA will deny the applicant family.

If there are eligible members in the family, the LACDA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied assistance.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Resident Rent and Total Resident Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

## **PART II: GRIEVANCE PROCEDURES**

### **A. DEFINITIONS**

#### **Grievance**

Any dispute that a resident may have with respect to an LACDA action or failure to act in accordance with the individual resident's lease or LACDA regulations that adversely affects the individual resident's rights, duties, welfare, or status. Grievance does not include disputes between residents not involving the LACDA; to class grievances such as rent strikes; as a forum for initiating or renegotiating policy changes between groups of residents and the LACDA Board of Commissioners; nor to an eviction based upon violent criminal activity or drug-related criminal activity.

#### **Complainant**

Any resident whose grievance is presented to the LACDA at the site/management office.

#### **Hearing Officer**

A person selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

#### **VAWA**

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy rights of the victim of such violence.

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy, if the tenant, or affiliated individual of the tenant is a victim of that domestic violence, dating violence, sexual assault or stalking.

### **B. APPLICABILITY**

This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or LACDA employees, or

Any drug-related criminal activity on or off such premises. \*\*Please note that the cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational



and/or medical reasons is also a violation of the LACDA's policies relating to drug-related criminal activity and constitutes "drug-related criminal activity" under federal law. The cultivation, manufacture, distribution, sale, use and/or possession of marijuana for recreational and/or medical reasons subjects a tenant to the termination of tenancy.

C. INFORMAL CONFERENCE

Any grievance shall be presented in writing through a "Grievance Request Form" submitted to the LACDA office or to the housing management office who sent the notice on which the grievance is based. Written grievances must be signed by the resident. The grievance must be requested within ten (10) calendar days after receipt of the notice of any adverse action on which the grievance is based. It may be simply stated, but shall specify:

The particular grounds upon which it is based,

The action requested; and

The name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

The LACDA will provide reasonable accommodation for persons with disabilities to participate in the informal conference. The LACDA must be notified within three (3) calendar days of the scheduled time if special accommodations are required.

The purpose of the informal conference is to discuss the nature and circumstances of the grievance and to determine if the parties can resolve the grievance without the necessity of a formal hearing. A formal hearing is only for current residents.

Except for good cause as determined by the LACDA such as, but not limited to hospitalization, illness or injury, a designated LACDA representative shall hold an informal conference with the resident within ten (10) calendar days of receipt of the grievance. At the informal conference, the resident will present their grievance and the LACDA representative will discuss and attempt to settle the grievance.

If the complainant fails to appear within 30 minutes of the scheduled time, the LACDA representative may cancel the informal conference and determine that the complainant has waived their grievance rights. When the informal conference is completed the LACDA representative will provide the resident with a written summary of the informal conference. The summary of the informal conference shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the LACDA's tenant file. The summary will specify the date of the informal conference, names of participants, nature of the disposition of the complaint and supporting reasons, as well as specifying the procedures by which a formal hearing may be obtained if the grievance has not been resolved at this level. A receipt signed by the resident or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal conference.

### 1. Dissatisfaction with Informal Conference

If the resident, also known as the complainant, is dissatisfied with the results of the informal conference, s/he shall submit a "Grievance Request Form" requesting a formal hearing within ten (10) calendar days of the date of service of the informal conference summary.

The request must specify the reason for the grievance request and the relief sought.

### 2. Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) calendar days of the date of service of the informal conference summary, s/he waives his/her right to a hearing, and the LACDA's proposed disposition of the grievance will become final. This section in no way constitutes a waiver of the complainant's right to contest the LACDA's disposition in an appropriate judicial proceeding.

## D. FORMAL HEARING

After exhausting the informal conference procedures outlined above, a complainant shall be entitled to a formal hearing before a hearing officer.

The head of household must attend the formal hearing.

If the complainant fails to appear within 30 minutes of the scheduled time, the hearing officer may determine that the complainant has waived their grievance right.

The LACDA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The LACDA must be notified within three (3) days of the scheduled time if special accommodations are required.

### 1. Formal Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the LACDA other than the person who made or approved the LACDA action under review, or a subordinate of such person.

Hearing Officer shall be appointed by the LACDA through an approved list of hearing officers or through an organization approved by the Executive Director of the LACDA.

Each party may challenge the hearing officer for good cause and must file an objection stating reason prior to start of hearing.

### 2. Notifying Hearing Officer to Administer Hearing Proceedings

The designated LACDA representative will send written notification to the hearing officer with a copy of the grievance/complaint form, the informal conference summary, and a copy of the request

for formal hearing.

The designated LACDA representative advises the hearing officer of name(s) and address(es) of all participants.

The designated LACDA representative notifies all parties as to date, time and place of hearing.

#### E. PROCEDURES TO OBTAIN A HEARING

##### Informal Conference Prerequisite

All grievances must be presented pursuant to the informal conference procedure as a prerequisite to a formal hearing. The hearing officer may waive the prerequisite informal conference if, and only if, the complainant can show good cause why s/he failed to proceed informally.

##### Escrow Deposit

Before a hearing is scheduled in any grievance involving an amount of rent the LACDA claims is due, the complainant shall pay to the LACDA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

The complainant shall thereafter give the LACDA their monthly rent and the LACDA will deposit the monthly rent into an escrow account each month until the complaint is resolved by decision of the hearing officer.

The LACDA will waive these escrow requirements if the complainant is paying minimum rent and the grievance is based on a request for hardship exemption or imputed welfare income. Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest the LACDA's disposition of the grievance in any appropriate judicial proceeding.

##### Scheduling

Should the complainant require a continuance of the hearing, the complainant shall submit a written request to the LACDA within three (3) business days of the scheduled time of the hearing. The complainant's written request must provide a reason for the continuance.

A written notification of the date, time, place, and procedures governing the hearing shall be delivered to the complainant and the appropriate LACDA official.

The LACDA will provide reasonable accommodation for persons with disabilities to participate in the hearing. The LACDA must be notified within three days of the scheduled time if special accommodations are required.

F. HEARING PROCEDURES

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing and be provided the basic safeguards of due process to include:

The opportunity to examine and to copy before the hearing, at the expense of the complainant (\$.25 per copy), all documents, records and regulations of the LACDA that are relevant to the hearing with at least a 24-hour notice prior to the hearing. Any document not so made available after request by the complainant may not be relied upon by the LACDA at the hearing.

The LACDA shall also have the opportunity to examine and to copy at the expense of the LACDA all documents, records and statements that the resident plans to submit during the hearing to refute the LACDA's inaction or proposed action. Any documents not so made available to the LACDA may not be relied upon at the hearing.

The right to a private hearing unless otherwise requested by the complainant.

The right to be represented by counsel or other person chosen as a representative at the family's expense.

The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the LACDA, and to confront and cross-examine all witnesses upon whose testimony or information the LACDA relies, limited to the issues for which the complainant has received the opportunity for a formal hearing; and

The right to a decision based solely and exclusively upon the facts presented at the hearing.

If the hearing officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.

If the complainant fails to appear within thirty (30) minutes of the scheduled time, the hearing officer may determine that the complainant has waived their right to a hearing.

Such a determination in no way waives the complainant's right to appropriate judicial proceedings in another forum.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the LACDA must sustain the burden of justifying the LACDA action or failure to act against which the complaint is directed.

The hearing shall be conducted by the hearing officer as follows:

Oral and documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer shall require the LACDA, complainant, counsel, and other participants and spectators to conduct themselves in an orderly manner. The failure to comply with the directions of the hearing officer to maintain order will result in the exclusion from the proceedings, or a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

Either party may request a tape recording of the hearing. The LACDA shall provide equipment and an operator for the purpose of recording the hearing. The complainant may secure a duplicate at his/her expense.

G. DECISIONS OF THE HEARING OFFICER

The hearing officer shall mail to the LACDA and the complainant/or his or her representative a written decision, including the reasons for the decision, within ten (10) calendar days following the hearing. The LACDA will place one copy in the resident files. The written decision will be sent to the address provided at the hearing. The LACDA shall maintain a log of hearing officer decisions and make it available upon request.

The decision of the hearing officer shall be binding on the LACDA which shall take all actions necessary to carry out the decision, unless the Board of Commissioners intervene in the matter. The Board of Commissioners may overturn a hearing officer's decision in either of the following two situations:

The grievance does not concern the LACDA action or failure to act in accordance with or involving the complainant's lease or LACDA regulations that adversely affect the complainant's rights, duties, welfare or status.

The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the LACDA.

A decision by the hearing officer or Board of Commissioners in favor of the LACDA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights of the complainant to a trial or judicial review in any proceedings which may thereafter be brought in the matter.

Any grievance in which the Resident claims a right under VAWA, a hearing officer will not issue a decision and instead will postpone the hearing until such time as a decision on the VAWA request has been made in compliance with all VAWA references made in this ACOP.

#### H. LACDA EVICTION ACTIONS

A notice of termination is suspended pending the grievance process. As the notice of termination tolls, rent shall continue to be due and owing during and pending the grievance hearing procedures. The failure to pay rent pending the grievance process will result in a waiver of the grievance. If a resident has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a LACDA notice of termination of tenancy, and the hearing officer upholds the LACDA action, the LACDA shall not commence an eviction action until the notice of termination of tenancy expires.

## **Chapter 15**

### **FAMILY DEBTS TO THE LACDA**

#### **INTRODUCTION**

This chapter describes the LACDA's policies and guidelines for the recovery of debts and the use of repayment agreements. Before a debt is assessed against a family, the file must contain documentation to support the LACDA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family, as appropriate.

When families owe money to the LACDA, every effort will be made to collect the debt. To demonstrate that the LACDA is in compliance with the efforts made to collect the debt, staff must thoroughly document the family file regarding actions taken. A variety of collection tools to recover debts may be used including, but not limited to:

- Requests for lump sum payments

- Repayment agreements

- Deductions

- Collection agencies

- Credit bureaus

- Civil suits

#### **A. REPAYMENT AGREEMENT FOR FAMILIES**

A Repayment Agreement is a document entered into between the LACDA and all adults in the household who owe a debt to the LACDA. The Repayment Agreement contains an acknowledgment by all adult household members of the debt in a specific amount, the terms of repayment, any special provisions of the agreement, and the remedies available to the LACDA upon default of the agreement.

#### **Late Payments**

A payment will be considered to be in arrears if:

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

If the family's repayment agreement is in arrears, the LACDA may do one or more of the following:

Require the family to pay the entire amount that has not been paid timely **plus** the current month's payment in order to avoid termination of tenancy, or

Require the family to pay the balance in full in order to avoid termination of tenancy, or

The terms of the agreement may be renegotiated if there is a change in financial circumstances or a hardship has occurred, or

Pursue civil collection of the balance due, or

Terminate the tenancy.

### Requests to Move

If the family requests a move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family may be required to pay the balance in full prior to moving to the new unit.

If the family requests a move to another unit and is in arrears on a repayment agreement, unless they pay the balance in full, the request will be denied.

Under special circumstances, the LACDA may make an exception and allow a family to move without paying the entire balance of the debt if the family is current with its payments. However, the balance is still owed by the household to the original AMP. The LACDA will require the household to enter into a new Repayment Agreement that specifies the transfer of debt to the new unit through a "Repayment Agreement Addendum to the Los Angeles County Development Authority Public Housing Lease Agreement". The LACDA may also allow a family who is in arrears to become current in order to process a move if the move is for one of the following reasons:

A natural disaster.

The unit is uninhabitable or has major UPCS deficiencies that are not the result of a family action or inaction.

A life-threatening situation, such as the family is a witness to or a victim of a crime and must move for safety reasons. The family will be required to provide proof in such cases.

Approved Reasonable Accommodation Request.

### Guidelines for Repayment Agreements

The LACDA, at its sole discretion, will determine on a case-by-case basis whether or not to offer a family a repayment agreement for monies owed to the LACDA. All Repayment Agreements must be approved by a LACDA Area Manager. The offer of a Repayment Agreement does not



constitute an agreement to continue the household's assistance. However, the LACDA may propose termination of the household's assistance upon refusal by the household to enter into a repayment agreement.

Repayment Agreements will be executed between the LACDA and the head of household or other adult family member.

The LACDA may approve in writing a decrease in the monthly payments, either temporary or permanent, in cases of hardship after receiving from the family a written request for a decrease and verification of hardship and the approval of a LACDA Area Manager.

If the LACDA offers a repayment agreement, the family has the option to repay balances as follows:

1. In a lump sum amount; or
2. A monthly payment; or
3. A combination of a lump sum and monthly payment.

The LACDA will usually ask that the household pay an initial lump sum (in an amount determined by the LACDA) with the remaining balance to be paid in equal payments over a period of time not to exceed 12 months for amounts under \$2,400 or 24 months for any amount in excess of \$2,400.

In determining the initial lump sum, the LACDA will consider the total amount owed and the ability of the household to make the remaining payments. The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and **not** to exceed 40 percent of the household's monthly adjusted income.

**Example:**

Family's monthly adjusted income is \$1,230.

Family's monthly rent payment is \$369 (30 percent of the family's monthly adjusted income).

Family's 40 percent of the monthly adjusted income is \$492.

The monthly payment for the repayment agreement should not exceed \$123 (\$492-\$369)

These terms may be negotiated with the Resident. The LACDA may also amend a Repayment Agreement document the change in initial payment terms.

**B. FAMILY DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

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

Constitutes a false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the LACDA.

Immediate Payment of Retroactive Rent Where Debt is the Result of Resident Misrepresentation or Failure to Disclose Material Information

If the Resident submits false information on the application for eligibility, annual/interim certifications, declaration of facts, or fails to report changes in family income/composition, or other factors, the Resident is in breach of his/her Lease Agreement. The Resident is required to reimburse the LACDA if they were charged less than the amount required by HUD's rent formulas, which is the difference between the rent he/she should have paid and the rent he/she was charged. The underpaid rent will be retroactive as far back as the existence of the complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determination. The LACDA, in its sole discretion, may terminate the Lease for a material breach.

A decision by the LACDA to accept the payment of Retroactive Rent from a Resident, shall not constitute a waiver of its right to either terminate the Lease or otherwise pursue any additional actions allowable under Federal, State or local law. In addition, the case may be referred to the Inspector General and/or the LACDA may refer the case for criminal prosecution.

Payment of Retroactive Rent Where Debt Is **Not** the Result of Resident Misrepresentation or Failure to Disclose Material Information

The LACDA, in its sole discretion, may enter into a Repayment Agreement for a debt to the LACDA that did not result from the Resident's submission of false information on the application for eligibility, , annual/interim certification, declaration of facts fails to report changes in family income/composition, or other factors as required by his/her Lease Agreement.

C. REPAYMENT AGREEMENTS AT CONCLUSION OF TENANCY OR RESOLUTION OF EVICTION PROCEEDINGS

The LACDA may enter into a repayment agreement in resolution of a debt incurred by a Resident during the course of his or her tenancy where the Resident has indicated his or her intent to voluntarily vacate. The LACDA may also enter into a repayment agreement in resolution of either a notice to terminate or not renew a tenancy. The terms of such agreements shall be determined at the discretion of the LACDA.

D. FAMILY DEBTS PAID IN FULL

If the LACDA determines not to enter into a repayment agreement, or if the repayment agreement is breached and the LACDA demands payment of the balance in full, the family must pay the full amount due and owing in one lump sum. If the family fails to pay, the LACDA may pursue collection through a collection agency or a civil action and may notify credit agencies of the debt. Whether or not the amount is paid, the LACDA does not waive its right to take other action including termination of tenancy or referral for criminal prosecution in appropriate cases.

## **Chapter 16**

### **COMMUNITY SERVICE REQUIREMENT**

**[24 CFR Part 960 Subpart F; 24 CFR 903.7; PIH 2003-17; PIH-2015-12]**

#### **A. REQUIREMENT**

Except for any adult resident (18 years or older) who is an exempt individual, each adult resident of public housing shall:

1. Contribute eight (8) hours per month of community service (not including political activities); or
2. Participate in an economic self-sufficiency program for eight (8) hours per month; or
3. Perform eight (8) hours per month of combined activities.

Community Service is "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities." (See 24 CFR 960.601(b)).

The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

#### **B. EXEMPTIONS**

The LACDA shall provide an exemption from the community service requirement for any adult resident who meets the following HUD exemption criteria:

- a. 62 years or older;
- b.
  1. Blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certify that, because of this disability, she or he is unable to comply with the service provisions of this subpart, or
  2. is a primary caretaker of such individual;
- c. Engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

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;
  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 equivalency, in the case of a recipient who has not completed secondary school or received such a certificate.
- d. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which LACDA is located including a State-administered Welfare-to-Work program; or,
- e. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the LACDA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

The LACDA uses 30 hours per week as the minimum number of hours for a work activity as described in Section 407(d) of the Social Security Act and implementing regulations 45 CFR 261.31(1)(a)(1).

The LACDA will re-verify exemption status at the annual recertification except for adult residents who are 62 years of age or older.

At any time shall an adult resident experience a change in status that would make such individual exempt from the community service requirement, he/she **must** report the change in status within five (5) business days to the site management office. The LACDA will verify the exemption status of the requesting adult resident before authorizing non-exemption from the community service requirement. The non-exempt adult resident shall only be responsible for the balance of community service hours to be completed before the annual recertification.

C. SATISFYING THE COMMUNITY SERVICE REQUIREMENT

**Community Service**

Eligible community service activities include, but are not limited to, the following:

1. Participation in a Family Learning Center Literacy Program as a reading tutor and/or reading listener;
2. Participation in activities which support the Family Learning Center, such as, but not limited to, after-school tutoring, summer programs, being a chaperone for educational field trips, assisting with events and programs related to youth/adult education and literacy;
3. Participation in the site Resident Council as an elected board member or performing activities related to the Resident Council that total eight (8) hours per month;
4. Participation in activities which support the Family Resource Center, such as, but not limited to, being a chaperone for youth and senior field trips, assisting with community events and family/youth programs, and other activities related to youth development, recreation, and family self-sufficiency;
5. Local public or nonprofit institutions, such as schools, Head Start Programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
6. Nonprofit organizations serving LACDA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
7. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
8. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
9. LACDA housing to improve grounds or provide gardens (so long as such work does not alter the LACDA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with LACDA-run self-

sufficiency activities including supporting computer learning centers; and,

10. Care for the children of other residents so parents may volunteer.

Pursuant to 24 CFR 960.609, community service activities do not include work performed by a resident that would ordinarily be performed by a LACDA employee. However, residents may do community service on the LACDA property or with or through LACDA programs to assist with or enhance work done by a LACDA employee.

In addition to the activities stated above, participation in an economic self-sufficiency program satisfies the community service requirement. HUD defines economic self-sufficiency as: any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

### **Self-Sufficiency**

Eligible self-sufficiency activities include, but are not limited to, the following:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English proficiency classes;
8. Budgeting and credit counseling.

In general, economic self-sufficiency programs include: job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management skills training, apprenticeship, or any other program necessary to ready a participant for employment.

In addition to the activities listed above, the LACDA authorizes the following economic self-sufficiency activities:

Participation in the LACDA Family Self Sufficiency Program.

Other activities which further the goals of economic self-sufficiency as approved on an individual basis by the LACDA.

The LACDA will ensure that all community service activities which take place on LACDA property are accessible for persons with disabilities.

#### D. ANNUAL COMPLIANCE CERTIFICATION

For each adult resident subject to the community service requirement, the LACDA shall, at least 30 calendar days before the next recertification, review and determine compliance with the community service requirement.

Such determinations shall be made in accordance with the principles of due process and on a non-discriminatory basis.

#### **Community Service Requirement Self-Certification**

Each adult resident that is subject to the community service requirement shall provide a completed self-certification form provided by the LACDA for each organization or person for which the resident performed the community service requirement activity. The LACDA self-certification form includes the following information:

1. A statement that the resident has completed the number of hours listed and that the statement is subject to penalties of perjury;
2. The number of hours and type of activity (community service or self-sufficiency) that the resident completed;
3. The name of the organization or person for which the activity was completed;
4. The address of the organization or person;
5. The phone number of the organization or person;
6. A contact person in the organization or the person for which the activity was completed.

#### **Residents Ineligible for Community Service Requirement Self-Certification**

The LACDA will **not** accept resident self-certification for a resident subject to a work-out agreement until the resident has completed, and the LACDA has verified through a third party, that the resident has completed the required hours. For these residents, if community service activities are administered by an organization other than the LACDA, the LACDA will obtain a third-party verification.

#### **Annual Community Service Requirement Self-Certification HUD Validation Requirements (24 CFR 960.605)**

The LACDA **must** validate a sample of self-certifications with the third-party for whom the resident completed the community service or self-sufficiency activity. The sample of self-certifications the LACDA validates shall be a statistically valid, random sample. HUD PIH Notice 2016-06 provides the appropriate sampling methodology to be used by the LACDA when

determining how many self-certifications must be validated annually. For example, if the LACDA has a universe of self-certifications of 50 must validate at least 29 of the self-certifications to meet the statistically valid requirement. The LACDA with a universe of 500 must validate 60 self-certifications to meet the statistically valid requirement. The “universe” of self-certification shall only include residents that submitted a self-certification, and shall not include:

1. Residents that are under the age of 18 years or 62 years or older;
2. Residents that are exempt;
3. Residents for which the LACDA receives third part verification of completion of the community service requirement; and
4. Residents that did not complete the required community service requirement.

Due to the number of residents subject to the community service requirement constantly fluctuating due to unit turnover, resident employment, etc., the LACDA shall choose a point in time annually to calculate the universe of self-certification received during the previous 12 months.

### **Validating the Community Service Requirement**

To validate a self-certification, the LACDA shall obtain a third-party documentation that includes, at a minimum, the name of the organization or person, the number of hours completed by the resident, a signature from the appropriate staff person within the third-party organization or person and that staff person’s contact information. Consistent with the written third-party verification techniques outlined in PIH Notice 2010-19, the LACDA may accept third-party generated documentation directly from the third-party or from the resident.

### **Fraudulent Self-Certification**

If the LACDA determines a resident has submitted a fraudulent self-certification, the LACDA shall provide a notice of noncompliance to the resident pursuant to 24 CFR 960-607. If the resident agrees to sign a work-out agreement, the LACDA shall obtain written third-party documentation of the resident’s compliance with the requirements of the work out agreement. Should the resident refuse to enter into a work-out agreement, the LACDA shall take steps to terminate the tenancy of the resident by the next recertification/12-month period. (PIH Notice 2015-12).

### **E. NONCOMPLIANCE**

If the LACDA determines that an adult resident subject to the community service requirement has not complied with the requirement, the LACDA shall;

1. Notify the adult resident in writing of such noncompliance which will include;
  - a. A brief description of the finding of non-compliance with CSSR.
  - b. A statement that the LACDA will not renew the Lease Agreement at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the LACDA or the family provides written assurance that is



satisfactory to the LACDA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement will include the means through which a noncompliant family member will comply with the CSSR requirement.

- c. A statement that the tenant may request a grievance hearing on the LACDA determination, in accordance with the LACDA's Grievance Procedures (24 CFR Part 966, subpart B), and the tenant may exercise any available judicial remedy to seek timely redress for the LACDA's nonrenewal of the lease because of such determination.

The LACDA may not renew the resident's Lease Agreement upon expiration of the lease term and shall take such action as is necessary to terminate the tenancy of the household, unless the LACDA enters into an agreement, before the expiration of the lease term, with the resident providing for the resident to cure any noncompliance with the community service requirement, by participating in an economic self-sufficiency program or contributing to community service as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease.

### **Enforcement Documentation**

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, the LACDA will initiate termination of tenancy proceedings at the end of the current 12-month lease term (see 24 CFR 966.53(c)) due to the fact that the family is failing to comply with lease requirements. When initiating termination of tenancy proceedings, the LACDA will provide the following procedural safeguards:

- a. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- b. Right of the tenant to be represented by counsel;
- c. Opportunity for the tenant to refute the evidence presented by the LACDA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and
- d. A decision on the merits.

### **F. INELIGIBILITY FOR OCCUPANCY FOR NONCOMPLIANCE**

The LACDA shall not renew or extend any Lease Agreement, or provide any new Lease Agreement, for a dwelling unit for any household that includes an adult resident who was subject to the community service requirement and failed to comply with the requirement.

## **Chapter 17**

### **LACDA CURFEW AND LOITERING POLICIES AND PROCEDURES**

#### **INTRODUCTION**

The following are the policies and procedures governing the implementation, administration, and enforcement of the LACDA Curfew and Loitering Regulations.

#### **A. DUTIES AND RESPONSIBILITIES**

At the discretion of the Director of the Housing Operations Division, the Property Manager shall have the primary responsibility for implementation, administration and enforcement of the Curfew and Loitering Regulations as it pertains to their respective assigned housing developments and scattered sites.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement may include properly identifying curfew and loitering violators, and notifying the appropriate Property Manager of such curfew and loitering violations.

#### **B. NIGHTTIME CURFEW**

No minor under the age of 18 years shall remain in or upon any common area of the LACDA or within any LACDA community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area.

“Remain” means to stay behind, to tarry and to stay unnecessarily in or upon LACDA common area, including the congregating of groups of persons, in whom any minor involved is not on or upon LACDA common area for the purpose of mere passage or going home.

A parent, guardian or other person having the legal care, custody or control of any minor (under the age of 18 years) shall not knowingly permit or by ineffective control allow the minor to violate this curfew regulation. The term “knowingly” includes knowledge that a parent or guardian should reasonably be expected to have concerning the whereabouts of a minor in that person’s legal custody. This requirement is intended to hold a neglectful or careless parent or guardian up to a reasonable community standard of parental responsibility.

It shall be no defense that a parent or guardian was indifferent to the activities or conduct or whereabouts of such minor.

The following shall constitute valid exceptions to the regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse/marital-type partner 18 years of age or older; or
2. When the minor is on an errand or other legitimate business or activity directed by his or her parent or parents or legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse/marital-type partner 18 years of age or older; or
3. When the minor is going directly to or returning directly home (without any unnecessary detour or stop), a public meeting, or activity of a religious or other voluntary association, a place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minors place of employment; or
4. When the minor is actively participating in a sporting or community event on LACDA property, if the LACDA rules or regulations permit the sporting or community event during said hours; or
5. When the presence of such minor in said place or places is connected with or required with respect to a business, trade, profession, or occupation in which said minor is lawfully engaged; or
6. When minor is exercising First Amendment rights protected by the United States or California Constitution; or
7. When the minor is involved in an emergency or seeking medical assistance; or
8. When the minor is emancipated pursuant to law.

C. DAYTIME CURFEW

No minor (under the age of 18 years) who is subject to compulsory education or to compulsory continuing education shall remain in or upon any common area of the LACDA or within any LACDA community including, but not limited to, a road curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place or building, vacant lot or parking lot, between the hours of 8:30 a.m. and 1:30 p.m. on days when school is in session. The following shall constitute valid exceptions to this regulation:

1. When the minor is accompanied by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse/ marital-type partner 18 years of age or older; or
2. When the minor is upon an emergency errand directed by his or her parent or parents, legal guardian or other adult person having the legal care or custody of the minor, or by his or her spouse/marital-type partner 18 years of age or older; or

3. When the minor is going directly to or returning directly home from, without any unnecessary detour or stop, his or her place of gainful employment or a medical, dental, optometry, or chiropractic appointment; or
4. When the minor has permission to leave school campus for lunch or school related activity and has in his or her possession a valid, school issued, off-campus permit; or
5. When the minor has in his or her possession a written excuse from the minor's parent(s), legal guardian, or other adult person having the legal care or custody of the minor; or
6. When the minor is receiving instruction by a qualified tutor pursuant to Education Code Section 48224; or
7. When the minor is going to or returning directly from, without unnecessary detour or stop, a public meeting, or place of public entertainment, such as a movie, play, sporting event, dance or school activity, provided such meeting, event or activity is a school-approved activity for the minor or is otherwise supervised by school personnel of the minors school; or
8. When the minor is going to or returning directly from, without unnecessary detour or stop, an appearance in court, attendance at a funeral service, observance of a holiday or ceremony of his or her religion, attendance at religious retreats, or attendance at an employment conference; or
9. When the minor is emancipated pursuant to law.

D. LOITERING

No one will loiter in a common area of a housing site. A common area includes, but is not limited to a road, curb area, sidewalk, fire lane, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry, or recreational room, community center, or other common area grounds, place, building or vacant lot. This pertains to adults and minors.

"Loitering" is defined as when a person delays, lingers, idles or remains in an area and does not have a lawful purpose for being there.

E. BREACH OF THE LEASE

One violation of the Curfew Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Three or more violations of the Curfew Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement and shall be sufficient grounds for termination of the Lease Agreement.

One violation of the Loitering Regulation by any household member of a unit or guest of the unit, shall constitute a minor breach of the Lease Agreement. Two or more violations of the Loitering Regulation within a 12-month period of time by any household member or guest (in any

combination) shall constitute a material breach of the Lease Agreement and shall be sufficient grounds for termination of the Lease Agreement.

F. NOTICES AND RECOMMENDATIONS

Notice

The Head of Household shall receive a copy of the citation for violation of the Curfew Regulation and written notification from LACDA management of each violation of the Curfew Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by LACDA management, advising of curfew violation and that Head of Household is responsible for the minor's conduct. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second curfew violation shall be served on the Head of Household and shall provide an opportunity for counseling for the Head of Household and minor(s). The Property Manager should schedule the appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: Written notice of third curfew violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below. Each violation will be thoroughly documented, including dates the notices were issued and each counseling session with the family.

The Head of Household shall receive a copy of the citation for violation of the Loitering Regulation and written notification from LACDA management of each violation of the Loitering Regulation occurring within a 12-month period as follows:

First Violation: Written notice shall be served on Head of Household, by LACDA management, advising of loitering violation and that Head of Household is responsible for the household member or guests' conduct. The written notice shall also provide an opportunity for counseling for the Head of Household. The Property Manager should schedule the appointment for said counseling within ten (10) days of the notice. The notice shall constitute a WARNING to the Head of Household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of second loitering violation shall be served on the Head of Household and the appropriate remedy shall be enforced as set forth below.

Each notice will be thoroughly documented, including dates the notices were issued and each counseling session with the family.

## G. REMEDIES

### Review of Resident File

When a household member or members have been cited three times within a 12-month period for violating the Curfew or Loitering Regulations, the Property Manager shall conduct a review of the resident's historical file to determine the overall resident record. Based on such review, one of the following actions shall be taken:

Recommendation for Referral: The Property Manager shall offer a referral to counseling, if available, to a family in lieu of an eviction notice. Such option is available only if within the last 12 months preceding the third curfew or loitering violation the resident or household members have not received three (3) or more of any combination of the following, including, but not limited to:

14-Day Notice

Notice to Comply

Notice to Pay Maintenance Charges

Counseling for Disturbing Neighbors

Counseling for any lease violation(s)

30-Day Notice to Cure or Quit

Thirty-Day Notice to Quit: If head of household and/or minor(s) should fail to complete referred sessions, or have received three (3) or more of the aforementioned notices, the Property Manager shall serve a Thirty-Day Notice to Quit based on the curfew or loitering violations and, if appropriate, other violations of the lease.

## H. ENFORCEMENT

### Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Curfew and Loitering Regulations. Such enforcement shall include:

Violation Recognition: Should security/law enforcement officers observe a minor or minors in or about any common area of the LACDA developments between the hours of 10:00 p.m. and 6:00 a.m., said officers shall have the authority to inquire of the minor(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being out during curfew hours. The purpose of the inquiry is to determine whether the minor(s) are in violation of the Curfew Regulation or whether any of the

exceptions to the Curfew Regulation apply.

Should security/law enforcement officers observe anyone loitering in any common area of the LACDA developments, said officers shall have the authority to inquire of the person(s) as to their identity, whether they are residents of the housing development, and their reason(s) for being in the common area.

Citing Violations: Upon determining that a minor is in violation of the Curfew Regulation, the security/law enforcement officer may so inform the minor(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

Upon determining that a person is in violation of the Loitering Regulation, the security/law enforcement officer may so inform the person(s) of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

#### Enforcement by Resident Managers

Resident Managers shall participate in the enforcement of the **Curfew Regulation** by observing and reporting only. Should Resident Managers observe a minor or minors in violation of the Curfew Regulation the incident should be immediately documented, including the date, time, location, name of minor (if known), and number of times minor has been observed in violation of the Curfew Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the curfew violation(s) sent to the Property Manager.

Resident Managers shall participate in the enforcement of the **Loitering Regulation** by observing and reporting only. Should Resident Managers observe a person or persons in violation of the Loitering Regulation the incident should be immediately documented, including the date, time, location, name of person(s) (if known), and number of times person(s) has been observed in violation of the Loitering Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the loitering violation(s) sent to the Property Manager.

#### Enforcement by Management

Area Managers and Property Managers shall have the authority to serve citations for violations of the Curfew and Loitering Regulations.

#### I. GRIEVANCE PROCEDURE

Residents shall have the right to file a grievance in response to actions taken by the LACDA concerning violations of the Curfew and Loitering Regulations.

The LACDA Grievance Policy is subject to the Code of Federal Regulations, Title 24, Part 966,

revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.



## **Chapter 18**

### **BANNING POLICIES AND PROCEDURES**

#### **INTRODUCTION**

The following are the policies and procedures governing the implementation, administration, and enforcement of the LACDA banning regulation.

#### **A. DUTIES AND RESPONSIBILITIES**

At the discretion of the Director of the Housing Operations Division, the Property Manager shall have the primary responsibility for the implementation, administration and enforcement of the Banning Regulation as it pertains to their respective assigned housing development and scattered sites. Property Managers shall be responsible for notifying residents of persons banned from LACDA property.

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement may include properly identifying trespassers, issuing citations, and notifying the respective Property Manager of such violation.

Resident Managers shall, upon approval by the Director of the Housing Operations Division, and at the discretion of the Property Manager, be responsible for identifying Banning violators, documenting violations by both residents and non-residents, and notifying the appropriate Property Manager of such violations.

#### **B. BANNING REGULATION**

A non-resident, including, but not limited to, a guest or visitor of a resident, may be banned for twelve (12) consecutive months if they commit two or more of the following acts in or upon any area of the LACDA development within a twelve (12) month period.

Any felony, misdemeanor or infraction that disturbs the peaceful enjoyment of the development, including, without limitation, illegal drug activity or violent criminal activity;

Destruction of either LACDA property or private property;

After warning, continuing to interfere with the job responsibilities of a LACDA employee or vendor; and/or

After warning, continuing to disturb other residents' peaceful enjoyment of the complex.

The non-resident may be banned if they commit one felony, misdemeanor or infraction involving possession of a controlled substance under state or federal law in or upon any area of the LACDA

development including without limitation, illegal drug activity or violent criminal activity.

**\*\*Please note that the cultivation, cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons is also a violation of the LACDA's policies relating to drug-related criminal activity and constitutes "drug-related criminal activity" under federal law.**

The LACDA development includes, but is not limited to, a private road or curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place, building or vacant lot on LACDA property.

If a non-resident violates paragraph 1 above, he or she can be served with a banning notice excluding the non-resident from the LACDA development for twelve (12) consecutive months. At the time the non-resident is served, he or she will be requested to sign a form acknowledging receipt of the banning notice. A proof of service form indicating service of the banning notice on the non-resident shall be completed. A form documenting the incidents leading to the service of the banning notice shall also be completed.

Residents known to associate with the banned non-resident shall receive notice of the person banned from LACDA property in the form of a letter from the LACDA. The letter will also state that pursuant to the resident's Lease Agreement, the resident, or member of the resident's household, shall not allow the person who has been excluded to be a guest of the resident in the LACDA development.

A list of banned non-residents will be distributed to LACDA management and staff, security personnel and law enforcement, as appropriate.

If a banned non-resident comes on the LACDA development, he or she may be cited for trespass. If the banned non-resident comes on the LACDA development with a resident who has received notice of the person's banned status, the resident will receive a lease violation. If the resident has not received notice, the resident will be provided notice and warned about future activities with the banned non-resident.

Pursuant to the Banning Policies and Procedures, a resident receiving a lease violation for violating this regulation will have his or her historical file reviewed to determine the subsequent course of action.

#### C. BREACH OF THE LEASE

One violation of the Banning Regulation by any household member of a unit shall constitute a minor breach of the Lease Agreement. Two or more violations of the Banning Regulation within a 12-month period of time by any household member (in any combination) shall constitute a material breach of the Lease Agreement and shall be sufficient grounds for termination of the Lease Agreement.

#### D. NOTICES AND RECOMMENDATIONS

Once a resident is notified, in writing, of a non-resident being banned from the LACDA's property, the resident is deemed to have been put on notice that pursuant to their Lease Agreement they are prohibited from allowing a person who has been banned from LACDA property to be a guest of the resident at the housing development. If a resident is observed associating with a banned nonresident on the housing development, he or she will be cited for a lease violation.

First Violation: Written notice shall be served on the head of household, by the LACDA, advising of the lease violation. The notice shall constitute a WARNING to the head of household that subsequent violations may result in termination of the Lease Agreement.

Second Violation: Written notice of a second lease violation shall be served on the head of household and shall provide an opportunity for counseling for the head of household and household members. The Property Manager shall schedule an appointment for said counseling with ten (10) days of the second violation notice.

Third Violation: A Thirty-Day Notice to Quit will be served on the head of household if more than two violations are issued within a twelve (12) month period.

Each violation will be thoroughly documented, including dates the notices were issued and each counseling session with the family.

#### E. ENFORCEMENT

##### Security Personnel/Law Enforcement

Security personnel and law enforcement personnel contracted to provide services at the various housing developments shall participate in the enforcement of the Banning Regulation. Such enforcement shall include:

1. Violation Recognition: Should security/law enforcement officers observe a non-resident banned from the housing development in or about the LACDA complex, said officers shall have the authority to inquire of the individual(s) as to their identity, whether they are guest(s) of a resident, and their reason(s) for being on the property. The purpose of this inquiry is to determine whether a resident is subject to a lease violation, or a non-resident is subject to a trespass citation.
2. Citing Violations: Upon determining that an individual or individuals is in violation of the Banning Regulation, the security/law enforcement officer may so inform the resident and/or non-resident of the violation. The officer may then issue a written citation. One copy of the citation shall be filed with the Property Manager for the development, and the security/law enforcement officer shall maintain a copy.

F. ENFORCEMENT BY RESIDENT MANAGERS

Resident Managers shall participate in the enforcement of the Banning Regulation by observing and reporting. Should Resident Managers observe a resident in violation of the Banning Regulation, the incident should be immediately documented, including the date, time, location, person's name (if known), and number of times the person has been observed in violation of the Banning Regulation. Such documentation should be recorded in the resident's file and a memorandum concerning the Banning Violation(s) send to the Property Manager.

G. ENFORCEMENT BY MANAGEMENT

Area Managers and Property Managers shall have the authority to serve citations for violations of the Banning Regulation.

H. GRIEVANCE PROCEDURE

LACDA residents shall have the right to request a grievance in response to actions taken by the LACDA concerning issuance of a Banning Notice or violations of the Banning Regulation.

The LACDA Grievance Procedure is subject to the 24 CFR Part 966, revised as of April 1, 1985, and as further amended. Residents shall follow the grievance procedures as set forth in the ACOP.

## **Chapter 19**

### **LIMITED ENGLISH PROFICIENCY (LEP)**

#### **INTRODUCTION**

In accordance with federal, state, and local law, specifically Executive Order 13166, HUD LEP Guidance, the LACDA will provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). This chapter describes how the LACDA will undertake reasonable efforts to provide or arrange free language assistance for its LEP public housing applicants or residents as well as the general public.

#### **A. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS**

Meaningful access is free language assistance in accordance with federal guidelines. The LACDA is required to provide LEP services based on the balancing of the following four-factor analysis:

1. The number or proportion of LEP persons served or likely to be encountered by the LACDA.
2. The frequency with which with LEP persons using a particular language come into contact with the LACDA.
3. The nature and importance of the LACDA program, activity or service to the person's life.
4. The LACDA's resources available and the cost of providing meaningful access.

The LACDA will annually assess and update the four-factor analysis in accordance with Section C "Monitoring".

#### **B. LANGUAGE ASSISTANCE**

1. An LEP applicant or resident is entitled to language assistance with respect to LACDA programs and activities.
2. LACDA staff will provide language assistance to LEP applicants and residents who have difficulty communicating in English, identify themselves as LEP, or who request language assistance.

Applicants will be asked at the time of application and residents will be asked at the time of annual reexamination to designate their primary language for both oral and written services and whether LEP services are needed.

3. Interpretive (Oral) Services

LEP applicants and residents have the right to free interpreter services when the individual states a need or staff observes difficulty in communicating in English, whether or not the language they speak is considered a threshold language. Once a person is identified as LEP, interpreter services will be made available in all communication with or from the LACDA.

4. Translation of Documents

- a. The LACDA will consider the following factors in determining whether a document requires translation:
  1. The document meets the threshold of a “vital document”. Per the HUD guidance, “vital documents” are those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically.
  2. The costs and benefits of translating documents for potential LEP groups, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the literacy rate in an LEP group and other relevant factors. The LACDA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible group of beneficiaries or potential beneficiaries (for example, 5 percent of households living in LACDA housing developments) or 1,000 persons, whichever is less.

Documents deemed “vital” by the LACDA will be translated into threshold languages.

- b. In consideration of the above, the LACDA will annually assess its documents to identify any vital documents that need to be translated (please refer to Appendix A for the list of currently translated “vital documents”). As the LACDA continues to translate further public housing “vital documents”, Appendix A will be updated on an annual basis. The LACDA will then translate a portion of those documents identified every year as financially feasible. If the vital document has not been translated, the LACDA will provide the applicant or resident with oral translation.
- c. As opportunities arise, the LACDA may work with other local Public Housing Authorities (PHAs) to share the costs of translating common documents.
- d. As HUD continues to translate standard housing documents in multiple languages, the LACDA will replace its translated versions with the official HUD versions. The LACDA encourages HUD to provide this service to PHAs and other federally funded agencies whose limited resources hinder their LEP efforts.

5. Audiovisual Materials

The LACDA will make reasonable efforts to produce multiple translations of audiovisual materials it may use to inform or educate applicants, residents and other client groups. For example, the LACDA will translate material to be presented at community or other meetings into threshold languages. If this is not possible, interpreters will be used to provide simultaneous interpretation/translation.

6. Formal Interpreters

- a. To provide meaningful access for LEP applicants or residents, the LACDA will provide qualified interpreters, including agency bilingual staff and outside vendors to all identified LEP individuals or upon request.
- b. The LACDA may require an interpreter to certify that he/she understood the matter communicated and rendered is a competent interpretation.
- c. Only Formal Interpreters will be used at:
  - i. Informal hearing(s) for denial of admission to public housing;
  - ii. Informal conferences and formal hearings.

Informal interpreters will not be used in lieu of formal interpreters provided by the LACDA.

- d. A LACDA staff interpreter may not be a subordinate to the person making the decision and will not be an LACDA staff person participating in the informal conference or formal hearing.
- e. The LACDA maintains a list of qualified, bilingual employees who have applied for, and tested for proficiency in interpreting and/or translating language from English into a language other than English. Those employees receive additional compensation for demonstrating non-English language proficiency and can provide assistance to LACDA staff and LEP clients as part of their regular job duties.

7. Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP individual. The use of informal interpreters is strongly discouraged. Minor children may not act as informal interpreters. If the LEP individual wishes to rely solely on an informal interpreter, LACDA staff will determine whether it is appropriate depending upon the circumstances and subject matter of the communication. However, in many circumstances, informal interpreters may not be an appropriate option to provide accurate interpretations. There may be issues of confidentiality, competency or

conflict of interest. In these cases, the LACDA may require the use of a formal interpreter despite the wish of the LEP individual to rely solely on his or her informal interpreter.

- a. The LACDA will always offer a free interpreter. An LEP person may use an informal interpreter of his/her own choosing and at his/her expense, either in place of or as a supplement to the free language assistance offered by the LACDA. If possible, the LACDA will accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.
- b. If an LEP client prefers an informal interpreter, after the LACDA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter will be asked to sign a waiver refusing interpreter services.
- c. If an LEP client wants to use his/her own informal interpreter, the LACDA reserves the right to also have a formal interpreter present.

#### 8. Outside Resources

- a. Outside resources may include competent community volunteers, competent LACDA residents or competent Housing Choice Voucher/Section 8 participants.
- b. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.
- c. The LACDA will establish and maintain relationships with organizations that assist specific cultural and ethnic groups living in Los Angeles County. To help their clients obtain or keep housing assistance through the LACDA, these organizations may provide qualified interpreters for LEP persons.

### C. MONITORING

1. The LACDA will review and revise this LEP Policy annually. The review will include:
  - a. Reports from the LACDA's software system on the number of LEP clients. Such reports may be supplemented by staff observations.
  - b. A determination as to whether 5 percent or 1,000 public housing residents or persons from the public housing waiting lists speak a specific language, which triggers consideration of document translation needs as described above.
  - c. Review of demographic data that indicates prevalent languages in Los Angeles County.



- d. Analysis of staff requests for formal interpreters: the number of requests, the languages requested, the costs, etc.
- e. Analysis of the frequency in which informal interpreters are used over formal interpreters.

#### D. LEP PLAN DISTRIBUTION AND TRAINING

The LACDA will ensure the LEP policy is distributed to the public and complied with by all staff by:

- 1. Distributing to all LACDA staff.
- 2. Posting on LACDA's website at [www.lacda.org](http://www.lacda.org).
- 3. Posting at the site Management Offices and at the LACDA Administrative Offices in appropriate threshold languages.
- 4. Available at the site Management Offices and at the LACDA Administrative Office. Including notices summarizing the rights of LEP individuals under this policy in application and reexamination packets.
- 5. Conducting in-depth training for staff that interacts directly with applicants and residents.
- 6. All other staff will receive at least a condensed training on LEP policies and procedures.

#### LEP Definitions:

- 1. "Applicant" includes applicants for any program administered by the LACDA.
- 2. "Competent" refers to a person who is proficient and has knowledge of program terminology in both the English language and the non-English language being used.
- 3. "Interpretation" is competently taking oral or spoken information provided in one language and accurately communicating that information orally in another language.
- 4. "Interpreter" is a person (not a minor) able to speak fluently and read with full understanding both in the English language and the LEP applicant or resident.
- 5. "Language services" or "Language Assistance" is the provision of free, competent language interpretation (oral) or translation services (written).
- 6. "LEP Individual" is a person who identifies as a LEP person, does not speak

English as a primary language, and who has a limited ability to read, write, speak or understand English.

7. “Oral Translation” means the oral translation of a document from English into a second language. Oral translation involves the translation of every word, not summarization. However, in oral translation, because of cultural and technical issues, further explanation may also be required and is encouraged.
8. “Resident” includes persons receiving assistance under the Public Housing Program.
9. “Threshold Language” is a language spoken by 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered to determine the need for bilingual staff and translation of documents.
10. “Translation” means converting written material from one language to another in written form.
11. “Vital documents” are those that are critical for ensuring meaningful access by LEP persons to the rental assistance programs administered by the LACDA.

## GLOSSARY

### A. TERMS USED IN DETERMINING RENT

#### **ANNUAL INCOME** (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head of household/co-head and/or spouse/marital-type partner (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, nonrecurring, or sporadic as defined in this section, or income that is specifically **excluded** by other federal statute.

#### **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: Under the Continuing Resolution, Public Housing programs are permitted to adopt other adjustments to earned income for residents of Public Housing but must absorb any resulting loss in rental income. Income exclusions and inclusions are included in Chapter 5.*

All Families are eligible for the following:

Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the LACDA when the expense is incurred to permit education.

Dependent Deduction. An exemption of \$480 for each member of the family residing in the household (other than the head of household/co-head and/or spouse/marital-type partner, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

Disabled Person Expenses. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled family members 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 visually disabled, and equipment added to cars and vans to permit use by the disabled family member.

For non-elderly families and elderly families without medical expense: The amount

of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For elderly families with medical expenses: The amount of the deduction equals the cost of all unreimbursed expenses for disabled care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

For Elderly and Disabled Families Only:

Medical Expenses: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; 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), and payments on accumulated medical bills. To be considered by the LACDA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

For elderly families without disabled person expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.

For elderly families with both disabled and medical expenses: The amount of disabled assistance is calculated first, then medical expenses are added.

Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## **B. HOUSING TERMS**

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with a physical disability.

A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed

path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the LACDA and approved by HUD under which the LACDA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

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

**“AS-PAID” STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a Co-head or Spouse/Marital-Type Partner, but not both. A co-head never qualifies as a dependent.

**COVERED FAMILIES.** The statutory term “covered families” designates the universe of families who are required to participate in a welfare agency economic self-sufficiency program and may, therefore, be the subject of a welfare benefit sanction for noncompliance with this obligation. “Covered families” means families who receive welfare assistance or other public assistance benefits from a State or other public 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 the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse/marital-type partner, who is under 18 years of age or is a Disabled Person or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the LACDA elects to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DESIGNATED SMOKING AREA.** A specified open-air area at least 25 feet from an LACDA building identified with clear signage as a “Designated Smoking Area”.

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or 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.

**DISABILITY.** This term is used where “handicap” was formerly used.

**DISABLED FAMILY.** A family whose head of household/co-head and/or spouse/marital-type partner, or sole member is a person with disabilities. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides

**DISABLED PERSON.** See **Person with Disabilities.**

**DISALLOWANCE.** Exclusion from annual income.

**DISPLACED FAMILY.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

**DOMICILE.** The legal residence of the head of household/co-head and/or spouse/marital-type partner as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means:

Drug-trafficking; or

Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). The illegal cultivation, manufacture, distribution, sale, use and/or possession of marijuana with the intent to cultivate, manufacture, distribute, sell, and/or use of marijuana for recreational and/or medical reasons also constitutes “drug-related criminal activity” under federal law.

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution and/or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)). \*\*Please note that marijuana for recreational and/or medical reasons is included as a controlled substance.

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train, or facilitate the economic independence of assisted families or to provide work for such families. Economic self-sufficiency programs can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, any other program necessary to ready a participant to work (such as: substance abuse or mental health treatment. Economic self-sufficiency program includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). See the definition of work activities at Sec. 5.603(c). The new definition of the term “economic self-sufficiency program” is used in the following regulatory provisions, pursuant to the Public Housing Reform Act: family income includes welfare benefits reduced because of family failure to comply with welfare agency requirements to participate in an economic self-sufficiency program; and the requirement for public housing residents to participate in an economic self-sufficiency program or other eligible activities.

**ELDERLY FAMILY.** A family whose head of household/co-head and/or spouse/marital-type partner or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the LACDA in the Admission and Continued Occupancy Plan.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent 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 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

## **FAMILY.**

The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

A single person, who is an elderly person, displaced person, a person with disabilities, near-elderly person, or any other single person; or

A group of persons residing together, and such group include, but is not limited to:

- a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family;
- g. A foster care arrangement, or a kingship care arrangement;
- h. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family;
- i. Live-In Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no right of tenancy or continued occupancy; and
- j. Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy; the term family also includes the remaining member of a resident family with the capacity to execute a lease.

Elderly, disabled, and displaced families as defined by HUD in CFR 5.403. Other families are defined by the LACDA as follows:

A family, other than an elderly, disabled, or displaced family, is defined by the LACDA as two or more persons who intend to share residency in the public housing unit, and whose income and resources are available to meet the family's needs.

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only



temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse/marital-type partner has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a Public Housing programs to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the LACDA could lease the public housing unit after preparation for occupancy.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**GENDER.** Sex, and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

**GENDER EXPRESSION.** A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

**GENDER IDENTITY.** Actual or perceived gender-related characteristics. Each person's internal understanding of their gender, or the perception of a person's gender, which may include male, female, a combination of male or female, a gender different from the persona's sex assigned at birth or transgender.

**GENETIC INFORMATION:** With respect to an individual, information about any of the following:

- i. The individual's genetic tests;
- ii. The genetic tests of family members of the individual;
- iii. The manifestation of a disease or disorder in family members of the individuals.

**GUEST.** For the purposes of determining whether an individual's criminal activity is the responsibility of the tenant, a guest is 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. The requirements of the lease apply to a guest as so defined.

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term “PHA” includes an Indian housing authority (IHA). (“PHA” and “PHA” mean the same thing.). The Los Angeles County Development Authority is referred to as “LACDA” throughout this document.

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was remodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Public Housing and Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME-BASED RENT.** The tenant rent paid to the LACDA that is based on family income and the LACDA rental policies. The LACDA uses a percentage of family income or some other

reasonable system to set income-based rents. The LACDA has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the LACDA's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME TARGETING.** The HUD admissions requirement that Public Housing programs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR developments. Includes monthly interest reduction payments made to mortgagees of Section 236 developments and front-end loan discounts paid on BMIR developments.

**INVOLUNTARILY DISPLACED PERSON.** Involuntarily Displaced Applicants are applicants who meet the HUD definition for the local preference, formerly known as a federal preference.

**LANDLORD.** Refers to the LACDA, as either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person 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.

Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the LACDA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** This definition replaces a previous statutory reference. Generally, "low-income" designates a family whose income does not exceed 80 percent of area median income, with certain adjustments.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family

housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family development in which a portion of the total units receive development-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the development is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

**MINIMUM RENT.** An amount established by the LACDA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head of household/co-head and/or spouse/marital-type partner or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

**NET FAMILY ASSETS.** The net cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes)
- Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- Cash value of whole life insurance policies
- Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the application or annual reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important

considerations not measurable in dollar terms.

**NON-SMOKING AREA.** A non-smoking area includes individual units, common areas, every building and adjoining grounds including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, balconies and patios. Smoking is strictly prohibited on all of the LACDA's properties, except for specified designated smoking areas.

**OCCUPANCY STANDARDS [Now referred to as Subsidy Standards].** Standards established by the LACDA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OTHER CRIMINAL ACTIVITY.** Any criminal activity including, but not limited to, violent criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity or employees of the LACDA.

**PARTICIPANT.** A family that has been admitted to the LACDA program and is currently assisted in the program.

**PERSON WITH DISABILITIES INCLUDES:**

1. Has a physical or mental impairment that limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or being regarded as having such impairment, and includes all people covered by either federal or state law.
2. A person who has a developmental disability as defined in 42 U.S.C. 6001.
3. An "individual with disabilities", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities
4. Does not exclude persons who have AIDS or conditions arising from AIDS
5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes)

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

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

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need,

which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term “PHA” includes an Indian housing authority (IHA). (“PHA” and “PHA” mean the same thing.)

**QUALIFIED FAMILY.** A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within 6 months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the LACDA in consultation with the local TANF agency and Welfare to Work programs. TANF includes income and benefits & services such as one-time payments, wage subsidies & transportation assistance, as long as the total amount over a 6-month period is at least \$500.

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD’s Public Housing and Section 8 assistance programs.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESIDENT** is used to refer to participants in terms of their relation as a lessee to the LACDA as the landlord.

**RESIDENCY PREFERENCE.** A local preference for admission of persons who reside in a specified geographic area.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 tenant-based assistance, development-based certificate assistance and moderate rehabilitation program, the responsible entity means the LACDA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SEX.** Includes, but is not limited to the following: pregnancy or medical conditions related to pregnancy; childbirth or medical conditions related to childbirth; and breastfeeding or medical conditions related to breastfeeding. Sex also includes but is not limited to, a person's gender. "Gender" means sex and includes a person's gender identity and gender expression. "Gender expression" means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. (Cal. Gov. Code §12926(r)(2)).

**SEXUAL ORIENTATION.** One's emotional or physical attraction to the same and/or opposite sex (e.g., homosexuality, heterosexuality, or bisexuality).

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

**SMOKING.** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, hookah or other prohibited tobacco and all marijuana products or similar lighted product in any manner or in any form.

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self- sufficiency program.

**SPOUSE.** The marriage partner of the head of the household.

**SUBSIDIZED DEVELOPMENT.** A multi-family housing development (with the exception of a development owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section

8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the development is owned by a Public Housing Agency;

A Public Housing Development.

**SUBSIDY STANDARDS.** Standards established by the LACDA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANT.** (Synonymous with resident) The person or persons who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the LACDA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to five (5) bedrooms.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The LACDA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this meant a lower-income family which included eight or more minors. (Term no longer used)

**VERY LOW-INCOME FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal 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.

**WAITING LIST.** A list of families organized according to HUD regulations and LACDA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. “Welfare assistance” means income assistance from Federal or State welfare programs and includes only cash maintenance payments designed to meet a family’s ongoing basic needs. The definition borrows from the Department of Health and Human Services’ TANF definition of “assistance” and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI, and Social Security.

### **C. TERMS USED IN THE NON-CITIZENS RULE**

**CHILD.** A member of the family other than the family head of household/co-head and/or spouse/marital-type partner who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**PHA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**USCIS.** The United States Citizenship and Immigration Services.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**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.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**NONCITIZENS RULE.** Refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

**PHA.** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on

providing assistance to non-citizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-heads.” “Co-head” is a term recognized by some HUD programs, but not by public and Indian housing programs.

#### **D. TERMS USED IN THE VIOLENCE AGAINST WOMEN ACT PROVISIONS**

**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 is cohabitating with or has cohabitated 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 receiving grant monies, 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. The term “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.** Violence committed by a person-

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) 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.
- (iii) The frequency of interaction between the persons involved in the relationship.

#### **SEXUAL ASSAULT.**

Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

#### **STALKING.**

(A) (i) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) 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) an affiliated individual.

**AFFILIATED INDIVIDUAL.** Means with respect to an individual-

- (A) a spouse/marital-type partner, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a child in the care, custody, or control of that individual); or
- (B) any individual, tenant, or lawful occupant living in the household of that individual.

## APPENDIX A

### HOUSING OPERATIONS TRANSLATED MATERIALS

Anti-Hate Crime Policy Letter – Spanish  
Citizen/Non-Citizen Eligibility Form – Spanish  
Declaration of Child Alimony Form – Spanish  
HUD Final Guidance  
HUD “I Speak” Language Cards  
HUD Rent Information Fact Sheet – Chinese  
HUD Rent Information Fact Sheet – Korean  
HUD Rent Information Fact Sheet – Spanish  
HUD Rent Information Fact Sheet – Vietnamese  
HUD Things You Should Know Form – Spanish  
HUD Protect Your Family from Lead – Spanish  
Kings Road Pet Policy – Russian  
Maravilla Curfew Policy – Spanish  
Maravilla Parking Policy – Spanish  
Maravilla Pet Policy – Spanish  
Rent Choice Form – Spanish  
Satellite Dish Policy – Russian  
Satellite Dish Policy – Spanish  
Public Housing Lease – Russian  
Public Housing Lease – Spanish  
Public Housing Lease – Chinese  
Personal Declaration – Spanish  
Personal Declaration – Russian  
Personal Declaration – Korean  
Personal Declaration – Chinese

---

<sup>1</sup> 24 CFR 100.5