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# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Schenectady Municipal Housing Authority



**Revised: 04/01/2022**

375 BROADWAY  
SCHENECTADY, NEW YORK 12305

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This Admissions and Continued Occupancy Policy defines the Schenectady Municipal Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations or the Lease Agreement, the laws and regulations and Lease Agreement will prevail.

## **1.0 EQUAL HOUSING OPPORTUNITY**

### **1.1 FAIR HOUSING / NON-DISCRIMINATION**

It is the policy of the Schenectady Municipal Housing Authority to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of resident, applicants or staff which may be subsequently enacted.

The Schenectady Municipal Housing Authority shall not discriminate because of race, color, religion, familial status, disability, handicap or national origin in the leasing, rental or other Disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

The Schenectady Municipal Housing Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, handicap or national origin.

- A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
- B. Provide housing which is different than that provided others.
- C. Subject a person to segregation or disparate treatment.
- D. Restrict a person=s access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
- E. Treat a person differently in determining eligibility or other requirement for admission.
- F. Deny a person access to the same level of services.
- G. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing or tenant-based housing programs.

The Housing Authority shall not automatically deny admission to a particular group or category or otherwise eligible applicants (e.g. families with children born to unmarried parents elderly pet owners). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of

the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities. Housing Authority records with respect to applications for admission shall indicate for each application the date of receipt: the determination of eligibility or non-eligibility: the preference rating, and the date, location, identification and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

To further its commitment to full compliance with applicable Civil Rights laws, the Schenectady Municipal Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Schenectady Municipal Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

## **1.2 AFFIRMATIVE MARKETING**

As conditions may require, the Schenectady Municipal Housing Authority will post notices of housing availability in particular agencies or development to encourage fuller participation. The Housing Authority may issue public announcements of availability to encourage applications for public housing and other services. Among the marketing efforts the Housing Authority may engage in depending on the situation are the following:

- A. Send informational spots to local media such as newspaper or other periodicals for broadcast or publication.
- B. Special outreach to minorities, persons with disabilities and very low-income families.
- C. Distribute pamphlets and brochures to agencies, discharge workers, etc.
- D. Post notices in places of employment, unemployment and employment placement offices, welfare offices, post offices, grocery stores, churches, community halls, buses and other public transportation centers.
- E. Outreach to organizations which assist people with disabilities, or that work with the elderly, students, immigrants, homeless people and victims of domestic violence.

The Housing Authority will monitor the benefits received, as a result of the above activities, increase or decrease the outreach activities accordingly, or modify the design

of the outreach program.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailings to areas with a heavy concentration of minority citizens. If language is a barrier, the Housing Authority will put out foreign language notices and communicate with agencies that specialize in working with minority populations.

### **1.3 OPERATIONS**

In order to further the objectives of non-discrimination, the Housing Authority shall:

- A. Include in the admissions briefings for all Housing Authority programs a section on compliance with Civil Rights laws. The briefing shall carefully explain to all participants what should be done if they believe they have been discriminated against.
- B. Prominently display a Fair Housing Poster in the Authority's central office.
- C. Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publication of the Housing Authority. The Housing Authority shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.
- D. The Housing Authority shall maintain a TDD Machine or an acceptable alternative for the use of the hearing impaired.
- E. As many publications as feasible shall be printed in both English and Spanish or any other language commonly spoken in the locality.

### **2.0 REASONABLE ACCOMMODATION**

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

### **2.1 COMMUNICATION**

All applications have space provided to request Reasonable Accommodations. Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable

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

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:
- A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Schenectady Municipal Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Schenectady Municipal Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Schenectady Municipal Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
- 1) Would the accommodation constitute a fundamental alteration? The Schenectady Municipal Housing Authority's business is housing. If the request would alter the fundamental business that the Schenectady Municipal Housing Authority conducts, that would not be reasonable. For instance, the Schenectady Municipal Housing Authority would deny a request to have the Schenectady Municipal Housing Authority do grocery shopping for a person with disabilities.
  - 2) Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Schenectady Municipal Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Schenectady Municipal Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Schenectady Municipal Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Schenectady Municipal Housing Authority's programs and services, the



Schenectady Municipal Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Schenectady Municipal Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Schenectady Municipal Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Schenectady Municipal Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 SERVICES FOR NON-ENGLISH-SPEAKING APPLICANTS AND RESIDENTS**

The Schenectady Municipal Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The Schenectady Municipal Housing Authority will utilize agencies that perform these services.

The Schenectady Municipal Housing Authority will provide language services according to its Language Access Plan.

### **4.0 FAMILY OUTREACH**

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

To reach people who cannot or do not read the newspapers, the Schenectady Municipal Housing Authority will distribute fact sheets to community service personnel. The Schenectady Municipal Housing Authority will also try to utilize public service announcements.

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

### **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign form HUD-9886, Authorization for Release of Information and Privacy Act Notice. The

Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

The Schenectady Municipal Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, office hours, telephone numbers, TDD numbers, Resident Facilities and operation numbers.
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Schenectady Municipal Housing Authority Notices

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance.

Applications can be completed using our on-line portal at: [www.SMHA1.apply4housing.com](http://www.SMHA1.apply4housing.com). Individuals that do not have access to the on-line portal may visit our offices at 375 Broadway to use our kiosk to apply. Regular business hours for the Schenectady Municipal Housing Authority's main office located at 375 Broadway, Schenectady, NY 12305, are Monday through Friday, 8:00 am to Noon, and 1:00 pm to 4:00 pm.

Applications are taken to compile a waiting list. Due to the demand for housing in the Schenectady Municipal Housing Authority jurisdiction, the Schenectady Municipal Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Schenectady Municipal Housing Authority will verify the information.

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

The application process will involve two phases. The first phase is the initial application for housing assistance.

The application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

If the Schenectady Municipal Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an Administrative Hearing of the determination.

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

Any changes that have to be changed on an application, are the sole responsibility of the applicant whereas the applicant must contact the Housing Authority with these changes.

The second phase is the final determination of eligibility. The Schenectady Municipal Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

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

## 8.2 ELIGIBILITY CRITERIA

Eligibility criteria:

A. Family status.

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

1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An elderly family, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A near-elderly family, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A disabled family, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A displaced family, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster

relief laws.

6. A remaining member of a tenant family, 18 years or older.
7. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits for continued occupancy: After a family's income has exceeded 120 percent ("Over-Income") of the area median income (AMI) (or a different limitation as may be established by the secretary) for two consecutive years (the "grace period"), SMHA must terminate the family's tenancy within six (6) months of the second income determination, or charge the family a monthly rent equal to the greater of: (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations.
  - a. SMHA will document and record in the family's tenant file, if upon an interim or annual recertification, it is determined that the family is "Over-Income."
  - b. If one year after the initial over-income finding, the family's income continues to exceed the over-income limit, SMHA will provide written notice to the family that it's income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next twelve (12) consecutive months, the family will be subject to either a higher rent or termination based on SMHA's policies. If the initial over-income determination was made during an interim reexamination, SMHA will conduct a second interim income reexamination on that date one year later.
  - c. If SMHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting

the income requirements of the Schenectady Municipal Housing Authority.

5. If the Schenectady Municipal Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federal States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen of national resident within Guam.

1. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. See Section 13.6 for calculating rents under the noncitizen rule. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance.
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members including children must provide a Social Security number and valid verification. Refer to Section 12.4, Verification of Social Security Numbers.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Schenectady Municipal Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Schenectady Municipal Housing Authority to verify with previous or current employers income

information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **8.3 SUITABILITY**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Schenectady Municipal Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Schenectady Municipal Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

- A. The Schenectady Municipal Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- B. The Schenectady Municipal Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Schenectady Municipal Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
  - 1. Schenectady Municipal Housing Authority may conduct a credit check of the head, spouse and co-head;

2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check may be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Schenectady Municipal Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
4. A home visit may be conducted. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances, and the presence of roaches, bed bugs and other bugs or infestations that may be transported to public housing property upon moving. If roaches, bed bugs and/or other bugs are discovered during the home visit, the applicant shall provide proof from a certified pest control professional that the applicant's dwelling was treated and bugs were eradicated prior to admission. The inspection may also consider any evidence of criminal activity, and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDINGS FOR DENIAL**

The Schenectady Municipal Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Is currently engaging in, has engaged in, or have a history of criminal activity by any household member involving violent criminal activity, drug-related criminal activity, or other criminal activity that would adversely affect or threaten the health, safety, right of peaceful enjoyment or well-being of other tenants, residents, any PHA or owner or any contractors or staff, or cause damage to the property;
  1. An applicant may not have engaged in such criminal activity within three (3) years of the projected date of admission to the program.



2. The three (3) year period begins on the latest of the following dates as applicable:
  - a. Date of most recent criminal activity as described in section 8.4F;
  - b. Date of arrest;
  - c. Date of conviction;
  - d. Release from incarceration;
  - e. Release from parole, or
  - f. Release from probation
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from within five (5) years of the projected date of admission to the program;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Schenectady Municipal Housing Authority may waive this requirement if:
  1. The person demonstrates to the Schenectady Municipal Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  3. Has otherwise been rehabilitated successfully; or
  4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Schenectady Municipal Housing Authority staff or residents;
- N. Have a household member who has been evicted from public housing within three

- (3) years of the projected date of admission to the program;
- O. Have a family household member who has been terminated under the voucher program within five (5) years of the projected date of admission to the program;
- P. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine;
- Q. Is currently subject to any registration requirement under a State sex offender registration program;
- R. Denied for Life: Has a lifetime registration requirement under a State sex offender registration program.

Notwithstanding the foregoing, an applicant will not be denied participation on the basis that the applicant was involved in a past or pending landlord-tenant action or summary proceeding under article seven of the New York State Real Property Actions and Proceedings law.

#### **8.5 ADMINISTRATIVE HEARING**

If the Schenectady Municipal Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Schenectady Municipal Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an Administrative Hearing of the decision within 10 business days of the denial (this request must be in writing). The Schenectady Municipal Housing Authority will describe how to obtain the Administrative Hearing.

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

The participant family may request that the Schenectady Municipal Housing Authority provide for an Administrative Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Administrative Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## **9.0 MANAGING THE WAITING LIST**

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

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements. Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

### **9.2 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be maintained pursuant to the records retention schedule;
- B. All applications will be electronically maintained in order according to bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Schenectady Municipal Housing Authority and the applicant will be documented in the applicant file.

### **9.3 PURGING THE WAITING LIST**

The Schenectady Municipal Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

The purge will be done by mail. If the housing Authority does not receive a reply from the applicant within ten (10) days from the date on the purge letter, we shall assume that the applicant is no longer interested in obtaining assisted housing and will remove the applicant from the waiting list (postmark on envelope will determine the date received).

This requirement can be waived if:

- A. The applicant certifies that an emergency or other critical situation beyond the applicants control caused a delay in returning the purge letter. An extension period of fourteen (14) days will be allowed for this purpose.
- B. The applicant provides proof that a hospital stay caused a delay in returning the purge letter. An extension period of thirty (30) days will be allowed for this purpose.

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

The Schenectady Municipal Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.
- D. Removal as result of the purge.

#### **9.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Schenectady Municipal Housing Authority will be sent a notice of termination of the process for eligibility.

The Schenectady Municipal Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Schenectady Municipal Housing Authority will work closely with the family to find a more suitable time.

#### **9.6 NOTIFICATION OF NEGATIVE ACTIONS**

The Schenectady Municipal Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Schenectady Municipal Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

All eligible families on the waiting list will be solely responsible to contact the Housing Authority if any changes occur in family income, size or other factors affecting preferences which could affect the family's status and eligibility for housing.

### **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

#### **10.1 PREFERENCES**

The Schenectady Municipal Housing Authority will select families based on the following preferences within each bedroom size category:

- A. Applicants have a preference according to where they reside as follows:
  1. First Priority: Applicant will be given preference if the Head of Household maintains primary residence within the boundaries of the City of Schenectady at the time of application. To qualify for such preference, the

applicant must submit proof of residency by providing a photocopy of a document offering proof of residence, including, but not limited to, one of the following:

- a. Driver's License
  - b. Car Registration
  - c. Voter Registration
  - d. Police ID
  - e. Bank Statement showing address
  - f. Bill showing address
  - g. Rent Receipt
2. Second Priority: Applicants living outside the City of Schenectady but within the County of Schenectady
  3. Third Priority: Applicants living anywhere other than the City of Schenectady or County of Schenectady.
- B. Job Market Participant: The term Job Market Participant applies only to the person listed on the application as the Head of Household (HOH). To qualify, the HOH Must fall into a least one of the following categories:
- a. HOH now employed more than 15 hours/week
  - b. HOH was recently employed, but is now receiving unemployment insurance
  - c. HOH is enrolled in high school, or an accredited ABE/GED program, a vocational training program, is taking college courses (at least 12 credits/year), and if receiving Public Assistance HOH is in good standing with DSS or SJTA.
  - d. HOH is unable to work due to a disability, and is collecting SSI or SSD
  - e. HOH is 62 years of age or older
- C. Local Preference for Single Persons: Single persons who are 62 or older, displaced by governmental action or persons with disabilities will have admissions priority over other single persons not so categorized.
- D. All other applicants.

Based on the above preferences, all families in preference A will receive two (2) preference points for the First Priority status, one (1) preference point for the Second Priority status, and zero (0) points for the Third Priority status.

All families in preference B will receive one (1) preference point for meeting at least one of the listed categories.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

## 10.2 ASSIGNMENT OF BEDROOM SIZES

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

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the Schenectady Municipal Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of five (5) may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster B adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Visitors will be allowed for up to a two week visit during any 12 (twelve month period. If a visit needs to extend this allowable time frame, the Occupancy Department must be notified and approval must be granted. If a visitor stays longer than this without approval or for more than once a year, tenant will be sited for an AUnauthorized Person@ and eviction may commence.

Exceptions to normal bedroom size standards include the following:

- A. Units larger than assigned through the above guidelines B A family may request a larger unit size than the guidelines allow. The Schenectady Municipal Housing Authority will allow the larger size unit if the family provides a verified medical

need that the family be housed in a larger unit.

- B. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- C. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **10.3 SELECTION FROM THE WAITING LIST**

Families will be sequenced and selected from the waiting list according to the number of preferences points they have. Applicants with more preference points will be selected before applicants with less preference points. The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, if necessary to meet the statutory requirement that 40% of newly admitted families in any fiscal year be families who are extremely low-income, the Schenectady Municipal Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor income of newly admitted families and the income of the families on the waiting list.

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

### **10.4 DECONCENTRATION POLICY**

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

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

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

### **10.5 DECONCENTRATION INCENTIVES**

The Schenectady Municipal Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

### **10.6 OFFER OF A UNIT**

When the Schenectady Municipal Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The family will be notified of a unit offer via first class mail.

The family will be offered the opportunity to view the unit.

### **10.7 REJECTION OF UNIT**

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

If the Schenectady Municipal Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will be removed from the waiting list. Those removed from the list may reapply at any time, however will forfeit their original application date and time.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an administrative conference to review their application status.

### **10.8 ACCEPTANCE OF UNIT**

The family will be required to sign a lease.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility



allowances, utility charges, and the current schedule of routine maintenance charges. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Schenectady Municipal Housing Authority will retain the original executed lease in the tenant's file.

The family will pay a security deposit. The security deposit will be equal to one month's total tenant payment.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

### **11.1 INCOME**

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

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

Annual income includes, but is not limited to:

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

depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

- C. For a family with net assets equal to or less than \$5,000, SMHA will accept a family's declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The declaration must state the amount of income the family expects to receive from such assets, and this amount must be included in the family's income. SMHA must obtain third-party verification of all family assets every three (3) years. The family's declaration of total assets must show each asset, and the amount of income expected from all asset. The total amount of expected income from assets will be the family's "final asset income." All family members 18 years of age and older must sign the family's declaration of total assets. Whenever a family member is added, SMHA must obtain third-party verification of that family member's assets.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.  
If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
  - 1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - 2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 3. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

4. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
5. Welfare assistance rent contract
6. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
7. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the

family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. Earned Income Disallowance: This disallowance will not apply for any family who concurrently is eligible for exclusion #10, above. This exclusion is only available to qualified families:

A qualified family is a family residing in Public Housing:

- a. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- b. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- c. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six 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 SMHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance, provided that the total amount over a six-month period is at least \$500.

Tracking the disallowance of earned income:

- a. Initial 12-Month Exclusion: During the 12-month period beginning on the date on which a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, SMHA must exclude from the annual income of a qualified family any increase in the income of the family member as a result of employment over the baseline income of that family member. Baseline Income is the annual income immediately prior to implementation of the disallowance of a person who is a member of a qualified family.
- b. Phase-In of Rent Increase: Upon the expiration of the initial 12-month period, and for the subsequent 12-month period, the SMHA must exclude from the annual income of a qualified family at least 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

- c. **Maximum 2-Year Disallowance:** The disallowance of increased income of an individual family member is limited to a lifetime straight 24-month period. The straight 24-month period starts at the beginning of the initial 12-month exclusion.

Families eligible for and participating in the disallowance of earned income under this section prior to April 1, 2017, will continue to be governed by this section in effect as it existed immediately prior to that date.

The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. 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;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HEAP (Low-Income Energy Assistance Program)
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims

- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Schenectady Municipal Housing Authority

The Schenectady Municipal Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
  - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of

annual income.

E. Childcare expenses.

1. Anticipated expenses for the care of children under age 13 (including foster children) may be deducted from annual income if all the following are true:
  - a. The care is necessary to enable a family member to work, seek employment, or further his/her education (academic or vocational).
  - b. The family has determined there is no adult family member capable of providing care during the hours care is needed.
  - c. The expenses are not paid to a family member living in the unit.
  - d. The amount deducted reflects reasonable charges for childcare.
  - e. The expense is not reimbursed by an agency or individual outside the family.
  - f. Childcare expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which childcare is paid.
  
2. When childcare enables a family member to work or go to school, the rule limiting the deduction to the amount earned by the family member made available to work applies only to childcare expenses incurred while the individual is at work. The expense for childcare while that family member is at school or looking for work is not limited.

## **12.0 VERIFICATION**

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

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be ascertained with documentation provided by the family. For citizens, the family's certification will be accepted. For non-citizens documentation such as listed below, under 12.3, Verification of Citizenship or Eligible Noncitizen INS status will be required. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

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

1. Up-front Income Verification (UIV)



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

Current UIV resources include the following:

- a. Tenant Assessment Subsystem (TASS) - HUD's online system for Social Security and Supplemental Security Income (SSI) information.
- b. State Wage Information Collection Agencies (SWICA's)
- c. State systems for the Temporary Assistance for Needy Families (TANF) program.
- d. Credit Bureau Information (CBA) credit reports.
- e. Internal Revenue Service (IRS) Letter 1722
- f. Private sector database (e.g. The Work Number).

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

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

No adverse action can be taken against a participant until the Schenectady Municipal Housing Authority has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the SMHA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## 2. Third Party Written Verifications

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by

a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Schenectady Municipal Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file.

Third party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200.00 a month or more and the participant disputes the UIV results.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on line system. If either of these forms of Verification are not obtainable, than the file shall be documented as to why third party verification was not used.

The SMHA will allow two (2) weeks for the return of third party written verification prior to continuing on the on the next type of verification.

When third party verification cannot be obtained, the Schenectady Municipal Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Schenectady Municipal Housing Authority has been unable to obtain third party verification in a 2-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Schenectady Municipal Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

### 3. Third Party Oral Verification

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

The SMHA will allow three (3) business days for the documentation of third party oral verification prior to continuing on to the next type of verification.

When neither third party verification nor hand-carried verification can be obtained, the Schenectady Municipal Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

### 4. Review of Documents

When UIV, written and oral third party verification are not available within the two

(2) weeks and three (3) business days period allowed, as stated in paragraphs above, the SMHA will use the information received from the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

## 12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Schenectady Municipal Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Refer to Section 12.4, Verification of Social Security Numbers	Refer to Section 12.4, Verification of Social Security Numbers
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	is needed	
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments



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

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

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

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

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

##### **A. GENERAL**

The requirements of this section apply to applicants and participants as described in this section, except that this section does not apply to individuals who do not contend eligible immigration status.

##### **B. DISCLOSURE REQUIRED OF APPLICANTS**

1. Each applicant must submit the following information to SMHA when the applicant's eligibility under the program involved is being determined:
  - a. The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
  - b. The documentation referred to in Section D of this section to verify each such SSN.

##### **C. DISCLOSURE REQUIRED OF PARTICIPANTS**

###### **1. INITIAL DISCLOSURE**

- a. Each participant must submit the information described in paragraph C.1.b. of this section, if the participant has:
  - i. Not previously disclosed a SSN;
  - ii. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
  - iii. Been issued a new SSN.
- b. Each participant subject to the disclosure requirements under paragraph C.1.a. of this section must submit the following information at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification for the program involved:
  - i. The complete and accurate SSN assigned to the participant and to each member of the participant's household; and
  - ii. The documentation referred to in paragraph D.1. of this section to verify each such SSN.

## 2. SUBSEQUENT DISCLOSURE

- a. Once a participant has disclosed and SMHA has verified each SSN, the following rules apply:
  - i. *Addition of new household member who is at least 6 years of age or under the age of 6 and has an assigned SSN.*
    - 1) When the participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the participant must provide the following to SMHA at the time of the request, or at the time of processing the interim reexamination or recertification of family composition that includes the new member(s):
      - a) The complete and accurate SSN assigned to each new member; and
      - b) The documentation referred to in paragraph D.1. of this section to verify the SSN for each new member.
  - ii. *Addition of new household member who is under the age of 6 and has no assigned SSN.*
    - 1) When a participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the participant shall be required to provide the complete and accurate SSN assigned for each new child and the documentation referred to in paragraph D.1. of this section to verify the SSN for each new child within 90 calendar days of the child being added to the household.
    - 2) SMHA shall grant an extension of one additional 90-day period if SMHA, in its discretion, determines that the participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the participant. During the period that SMHA is awaiting documentation of a SSN, SMHA shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the participant fails to produce a SSN, SMHA shall follow the provisions of 24 CFR 5.218.
  - iii. *Assignment of new SSN.*
    - 1) If the participant or any member of the participant's household has been assigned a new SSN, the participant must submit the following to SMHA at the time of receipt of the new SSN, or at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification:
      - a) The complete and accurate SSN assigned to the

- participant or household member involved; and
- b) The documentation referred to in paragraph D.1. of this section to verify the SSN of each individual.

#### D. REQUIRED DOCUMENTATION

1. The documentation necessary to verify the SSN of an individual who is required to disclose his or her SSN under paragraphs A through C of this section is:
  - a. A valid SSN card issued by the SSA;
  - b. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
  - c. Such other evidence of the SSN as HUD may prescribe in administrative instructions.

#### E. EFFECT ON ASSISTANCE APPLICANTS

1. Except as provided in paragraph E.2, below, if SMHA determines that the applicant is otherwise eligible to participate in a program, the applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the documentation referred to in paragraph D.1. of this section to verify the SSN of each member of the household.
2. If a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of admission, the applicant may become a participant, so long as the documentation required in paragraph D.1. of this section is provided to SMHA within 90 calendar days from the date of admission into the program. SMHA must grant an extension of one additional 90-day period if it determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant. If the applicant family fails to produce the documentation required in paragraph D.1. of this section within the required time period, SMHA must follow the provisions of 24 CFR 5.218.

#### F. REJECTION OF DOCUMENTATION

SMHA must not reject documentation referred to in paragraph D. of this section, except as HUD may otherwise prescribe through publicly issued notice.

### **12.5 TIMING OF VERIFICATION**

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

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)



## **12.6 FREQUENCY OF OBTAINING VERIFICATION**

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

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

### **13.1 FAMILY CHOICE**

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

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

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00. In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Schenectady Municipal Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Schenectady Municipal Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

### **13.4 THE FLAT RENT**

The Schenectady Municipal Housing Authority will set the flat rental amount for each public housing unit that complies with the statutory requirement that all flat rents be set at no less than 80% of the applicable Fair market Rent adjusted, if necessary, to account for

reasonable utility costs. The revised flat rent schedule will take effect upon the next annual rent redetermination of income for public housing families beginning on June 1, 2014, with a minimum of 30 days' notice. If the new flat rent amount will increase a family's rent payment by more than 35 percent, an exception will allow for the new flat rent amount to be phased in to ensure the family rent payment will not increase more than 35 percent annually.

Flat rent may exceed 80% of the applicable Fair Market Rent after the Schenectady Municipal Housing Authority has considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood, and has determined the market value of the unit and set the rent at market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change.

The Schenectady Municipal Housing Authority will post the flat rents at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

### **13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Schenectady Municipal Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Schenectady Municipal Housing Authority will provide additional search periods up to the maximum time allowable.

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

The family's assistance is prorated in the following manner:

- Step 1. Determine the total tenant payment 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 total tenant payment from the family maximum 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 persons 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 maximum 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 maximum rent, the PHA must use the TTP as the mixed family TTP.

This method of prorating assistance applies to new admissions and annual reexaminations after the effective date of the regulation.

### **13.6 UTILITY ALLOWANCE (*Maryvale Apartments Only*)**

The Schenectady Municipal Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Schenectady Municipal Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Schenectady Municipal Housing Authority.

Where the utility allowance for a unit exceeds the total tenant payment for the family occupying the unit, SMHA will provide a Utility Reimbursement payment each month directly to the utility supplier to pay the utility bill on behalf of the family. The Housing Authority will send the tenant notification of the amount paid to the utility supplier on their

behalf. Whenever there is a change in the amount to be paid to the utility supplier, the tenant will be notified in writing of the new amount. The Housing Authority will only make payments on behalf of subsidized units.

The following process will be implemented when a family qualifies for a Utility Reimbursement Payment:

1. The family will provide the Housing Authority with a copy of their most recent utility bill;
2. The account number will be entered in the Housing Authority database;
3. Utility Reimbursement Payments will be made to the utility supplier using the account number provided by the family;
4. It is the family's responsibility to notify the Housing Authority regarding any changes to the utility supplier account.

For Schenectady Municipal Housing Authority paid utilities, the Schenectady Municipal Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Schenectady Municipal Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

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

Requests for relief from surcharges for excess consumption of Schenectady Municipal Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Schenectady Municipal Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### **13.7 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. Rent payments are accepted online by visiting <https://smha1.myhousing.com/Account/Login>, or by bringing payment to 375 Broadway, Schenectady, New York 12305. If the rent is not paid by the fifth (5th) of the month, a late notice will be issued. Should rent be paid with a personal check and the check is returned for insufficient funds, a personal check will no longer be accepted from that tenant, this will also be considered non-payment of rent and eviction proceedings may commence.

## 14.0 COMMUNITY SERVICE AND SELF SUFFICIENCY POLICY

The Quality Housing and Work Responsibility Act of 1998, as amended, mandates that every non-exempt adult resident of public housing is required to perform eight (8) hours of community service each month or participate in a self-sufficiency program for at least eight (8) hours each month or a combination of the two totaling at least eight (8) hours each month. 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. These requirements will be referred to as CSSR in the policy (Community Service and Self-Sufficiency Requirements).

### A. EXEMPT RESIDENTS

Residents exempt from the requirement are those who are:

1. 62 years of age or older;
2. a) 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, he/she is unable to comply with the service provisions of this subpart, or  
b) Is a primary caretaker of such individual;
3. Engaged in work activities. 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, at a minimum of 30 hours per week, 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)):
  - a) Unsubsidized employment;
  - b) Subsidized private-sector employment;
  - c) Subsidized public-sector employment;
  - d) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - e) On-the-job-training;
  - f) Job-search;
  - g) Community service programs;
  - h) Vocational educational training (not to exceed 12 months with respect to any individual);
  - i) Job-skills training directly related to employment;
  - j) 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;
  - k) 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;
4. 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 including a State-administered Welfare-to-Work program; or,
5. 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, 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.

6. HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the State. Therefore, if a resident is a member of a family receiving assistance under SNAP, and has been found by the administering State to be in compliance with the program requirements, that resident is exempt from the CSSR.

#### B. PROCESS FOR DETERMINING WHICH RESIDENTS ARE EXEMPT

In compliance with nondiscriminatory and equal opportunity requirements of Federal, state and local laws, and HUD rules regulating CSSR, SMHA will determine which residents are subject to or exempt from the CSSR.

For each resident whose name appears on the Lease Agreement that is at least eighteen (18) years of age, if a resident claims an exemption from the CSSR, the head of household must show third-party documentation that the resident claiming exemption meets one of the exemption classifications set forth in Section A of this policy. All adult residents not claiming an exemption or who do not have proof that they are exempt will be deemed eligible to perform the CSSR.

For purposes of CSSR exemption, third-party documentation may include, but is not limited to:

1. A birth certificate or some other form of government identification;
2. Some form of verification of disability as defined under 216 or 1614 under the 1982 Social Security Act and a written certification from the person claiming the disability that because of the disability she or he cannot comply with the CSSR.
3. A written certification that the resident is the primary caretaker for a disabled family member and the documents certifying the disability of the family member for whom care is being provided.
4. Proof of employment.
5. Proof of exemption from having to work under a State program funded under Part A of title IV of the Social Security Act.
6. Proof of participation in the State of New York's Welfare to Work program.

SMHA makes the final determination whether to grant an exemption from CSSR. If a Resident does not agree with SMHA's determination, the resident may dispute the decision through SMHA's Grievance Procedure.

#### C. PROCESS FOR DETERMINING CHANGES TO EXEMPT STATUS

When a non-exempt resident becomes exempt, it is his or her responsibility to report this to SMHA and provide third-party documentation. When an exempt Resident becomes non-exempt, he or she shall report this to SMHA within fourteen (14) days.

#### D. COMMUNITY SERVICE

Eligible community service activities include, but are not limited to, serving at:

1. 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), faith based organizations or clothes closets (distributing donated clothing);
2. Nonprofit organizations serving SMHA 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;
3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
4. 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;
5. SMHA housing to improve grounds or provide gardens (so long as such work does not alter SMHA'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 SMHA-run self-sufficiency activities including supporting computer learning centers; and,
6. Care for the children of other residents so parents may volunteer.
7. Residents may perform community service on SMHA property or with or through SMHA programs to assist with or enhance work done by a SMHA employee.

#### E. SELF-SUFFICIENCY

Eligible self-sufficiency activities include, but are not limited to:

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: Residents who are students of a college or university meet the CSSR requirement as long as their educational activities total at least ninety-six (96) hours per year. Educational activities include class participation in classes, studying, and other activities related to course curriculum while a college student.



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.

F. THIRD-PARTY VERIFICATION

All residents performing community service activities or who are participating in an economic self-sufficiency program must show written proof, on a standardized form provided by SMHA, of CSSR activities performed over the last twelve (12) months. The standardized form shall have places for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed, and must have the certifying official's telephone number. Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status. Copies of the certification forms and supporting documentation shall be retained in SMHA files.

G. RESIDENT RESPONSIBILITIES AT LEASE EXECUTION

At lease execution, all adult Residents must:

1. Provide documentation, if applicable, that they qualify for an exemption; and,
2. Sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with CSSR will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

H. RESIDENT RESPONSIBILITIES AT REEXAMINATION

No later than thirty (30) days prior to the date of the resident's next annual reexamination of income and family composition, each nonexempt family member must present documentation of activities performed over the previous 12 months, pursuant to Section F, Third-Party Verification.

I. ANNUAL REVIEW OF CSSR COMPLIANCE

SMHA's annual review to verify CSSR compliance will be conducted at least thirty (30) days before the end of the twelve (12) month Lease Agreement term. SMHA will retain documentation of each non-exempt resident's performance in complying with this policy or, if applicable, exemption status, in the Resident's file.

J. NON-COMPLIANT RESIDENTS

SMHA annually reviews resident compliance at least thirty (30) days prior to the end of the twelve-month lease. If SMHA finds a resident is noncompliant with CSSR, then written notice from SMHA to the resident shall state:

1. Briefly describe the finding of non-compliance with CSSR.
2. State that SMHA will not renew the resident's Lease Agreement at the end of the twelve (12) month Lease Agreement term unless:

- (a) Noncompliant resident enters into a written CSSR Compliance Agreement with SMHA to cure such noncompliance, or
  - (b) The head of household provides written assurance, satisfactory to SMHA that the noncompliant resident no longer resides in the household.
3. State that the resident may request a grievance hearing on the determination, in accordance with 24 CFR Part 966, subpart B, and that the resident may exercise any available judicial remedy to seek timely redress for SMHA's non-renewal of the lease because of such determination.

**K. CSSR COMPLIANCE AGREEMENT**

If a non-exempt adult resident violates the CSSR, upon expiration of the Lease Agreement, SMHA will not renew the resident's Lease Agreement unless the head of household and any noncompliant resident enters into a written CSSR Compliance Agreement with SMHA, in the form and manner required by SMHA, to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12) month term of the new Lease Agreement;

The head of household shall certify to SMHA that all other non-exempt family members are currently in compliance or are no longer residing in the household.

If a non-exempt resident violates the requirements of the CSSR Compliance Agreement, at the expiration of the twelve (12) month term covered by the agreement, SMHA will not renew the Lease Agreement and the family will be subject to eviction proceedings.

**L. ENFORCEMENT DOCUMENTATION**

Should a resident refuse to sign a written Compliance Agreement, or fail to comply with the terms of the Compliance Agreement, SMHA will not renew the lease at the end of the current 12-month lease term due to the fact that the family is failing to comply with lease requirements. When initiating this action, SMHA will provide the following procedural safeguards:

- 1. Adequate notice to the resident of the grounds for terminating the tenancy and for non-renewal of the lease;
- 2. Right of the resident to be represented by counsel;
- 3. Opportunity for the resident to refute the evidence presented by SMHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- 4. A decision on the merits.

**15.0 RECERTIFICATIONS**

At least annually, the Schenectady Municipal Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

The Schenectady Municipal Housing Authority will send a reexamination notice to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method. Families who choose (or continue to choose) the formula method will be directed to the Schenectady Municipal Housing Authority's online recertification portal to complete their annual reexamination. The letter includes instructions explaining how to complete the process and what supporting documents will need to be provided by the household. The notice includes instructions permitting the family to schedule an interview appointment if necessary. The notice tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs. The notice will establish a deadline for compliance with the reexamination requirements. (If the family thinks they may want to switch from a flat rent to a formula rent, they should contact their Occupancy Specialist and/or request an appointment. The appointment may be conducted in person or virtually (phone or video conference)). At the appointment, the family can make their final decision regarding which rent method they will choose.

During the reexamination, the Schenectady Municipal Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the notice and fails to complete the recertification process, a second notice will be mailed. The second notice will advise of a new deadline, allowing for the same considerations for scheduling and accommodation as above. The notice will also advise that failure by the family to comply with the recertification requirements will result in the Schenectady Municipal Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Schenectady Municipal Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

#### **15.4 THE FORMULA METHOD**

The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

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

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00.

#### **15.4.1 STREAMLINED INCOME DETERMINATION**

For any family member with a fixed source of income, SMHA may elect to determine that family member's income by means of a streamlined income determination. A streamlined income determination will be conducted by applying, for each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. A fixed income source is any income source that includes periodic payments at reasonably predictable levels and is subject to adjustment by a verifiable COLA or rate of interest (ex: Social Security, Pensions, Annuities, etc.).

For any family member whose income is determined pursuant to a streamlined income determination, SMHA will obtain third-party verification of all income amounts every three (3) years.

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date. If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

#### **15.6 INTERIM REEXAMINATIONS**

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. If household income is affected, all household income will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations unless they are currently paying minimum rent or have had a reduction in rent since their last annual reexamination.

Families are required to report the following changes to the Schenectady Municipal Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. A household is paying the minimum rent and experiences an increase in household income;
- D. A household has had a previous reduction in rent since their last reexamination,

- and experiences an increase in household income.
- E. A household begins receiving shelter assistance from the Department of Social Services.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number (Refer to Section 12.4, Verification of Social Security Numbers), and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Schenectady Municipal Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an Administrative Hearing. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Schenectady Municipal Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### **15.7 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (minimum renters) or have a temporary decrease in income, the Schenectady Municipal Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

#### **15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## 16.0 UNIT TRANSFERS

### A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

### B. Types of Transfers

1. The order in which families are transferred shall be subject to the hierarchy by category set forth below.
  - a. Emergency Transfers are **mandatory** when SMHA 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; alleviate verified disability problems of a life threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood.

**These transfers shall take priority over new admissions.**

- b. Category 1 Administrative transfers include **mandatory** transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; 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; when a family is residing in a site that does not allow children, and has or adopts a child; or permit a family that requires a unit with accessible features to occupy such a unit.

Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by SMHA (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).

**These transfers shall take priority over new admissions.**

- c. Category 2 Administrative transfers correct serious occupancy standards problems.

Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom.

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

Tenant agrees that if SMHA determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs, SMHA shall send Tenant written notice and tenant must accept a new lease for a different dwelling unit of the appropriate size or design. This transfer shall occur at Tenant's expense.

**These transfers will take priority over new admissions in a manner that minimizes impact on vacant units. These transfers are mandatory.**

- d. Category 3 Administrative 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.

**These transfers will not take priority over new admissions. They will be processed at the rate of approximately one transfer to four admissions.**

- 2. Whenever feasible, transfers will be made within a resident's area.

### C. Processing Transfers

- 1. A centralized transfer waiting list will be administered by the Project Managers.
- 2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:
  - a. First: Emergency transfers, then
  - b. Category 1 Administrative Transfers,
  - c. Category 2 Administrative Transfers,
  - d. Applicants, and, at a rate of approximately four applicants to every transfer,
  - e. Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by the manager.



3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination.
4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list.
5. For family sites that allows children only: When a head of a household is housed in a one bedroom unit by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, 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. When a family is residing in a site that does not allow children, and has or adopts a child, the family will be placed on the Category 1 Administrative Transfer list and will be transferred to a site that allows children at the first opportunity.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:
  - o have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - o do not owe back rent or other charges, or evidence a pattern of late payment;
  - o meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - o 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 or when it is to SMHA's advantage to make the transfer. The exception to the good record requirement will be made by the Project Manager.

Absent a determination of exception, the following policy applies to transfers:

- o If back rent is owed, the resident will not be transferred until back rent is paid in full.
- o A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **E. Paying for Transfers**

1. The cost of transfers shall be as follows:
  - a. SMHA will bear reasonable costs for transfers that it initiates, such as demolition, revitalization, rehabilitation, building system failures or other emergency conditions not caused by the tenant.

- b. Tenants will bear the costs for transfers made to comply with occupancy standards (increase or decrease in family size), or when the action or inaction of a family caused the unit to be unsafe or uninhabitable, or when a tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a tenant with disabilities need their unit.
- c. The responsibility for transfer costs in other circumstances will be determined on a case-by-case basis.
- d. The security deposit for the unit the tenant is transferring from (first unit) will be transferred to the unit the tenant is transferring to (second unit). If the security deposit for the second unit is greater than the security deposit calculated for the first unit, the tenant shall pay the greater security deposit.
- e. In the event there are costs for bringing the unit the tenant is transferring from into acceptable condition for leasing, including tenant caused deficiencies and damages that are beyond ordinary wear-and-tear, the tenant shall be responsible for paying the costs.

**F. Grievance Procedure**

Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

## **17.0 INSPECTIONS**

An authorized representative of the Schenectady Municipal Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Schenectady Municipal Housing Authority file and a copy given to the family member. An authorized Schenectady Municipal Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Schenectady Municipal Housing Authority damages to the unit.

### **17.1 MOVE-IN INSPECTIONS**

The Schenectady Municipal Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### **17.2 ANNUAL INSPECTIONS**

The Schenectady Municipal Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Schenectady Municipal Housing Authority's

housing standards. Work orders will be submitted and completed to correct any deficiencies.

### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

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

### **17.4 SPECIAL INSPECTIONS**

1. A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Schenectady Municipal Housing Authority.
2. Occupancy inspection for any reported or suspected violation of the lease.

### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Schenectady Municipal Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary.

### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Schenectady Municipal Housing Authority will give the tenant at least two (2) days written notice, unless waiver of 2day inspection has been signed.

### **17.7 EMERGENCY INSPECTIONS**

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

### **17.8 MOVE-OUT INSPECTIONS**

Within a reasonable time after notification of either party's intention to terminate tenancy, SMHA shall notify the tenant of tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection. If the tenant requests such inspection SMHA will provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deduction from the tenant's deposit.

## **18.0 INVESTIGATIONS**

### **18.1 COMPLAINTS AGAINST A TENANT**

When a complaint is made against a certain tenant by another tenant or when reliable information is received by the Authority regarding the tenancy of a specific family housed in one of the Authority's developments, an employee from the Occupancy Department in cooperation with the Authority's Security Coordinator and Tenant Investigator shall institute an investigation to gain information as to possible lease violations, breaches of the Authority's Rules and Regulations, or other matters as cited in the Sections of Evictions, that can lead to the institution of summary evictions proceedings.

1. These investigations may include verification of employment status, verification of income, interviews with complainant or other persons to establish matters of fact in determining whether the behavior of the certain tenant indeed constitutes a material violation of the lease. The investigation may also involve an inspection of the tenant's apartment with adequate notice as stipulated in the lease.
2. It shall be the case that in due course, an employee of the Occupancy Department of the Authority, having gathered preliminary information concerning possible lease violations of a tenant, shall call in the tenant for an Administrative Conference. At that time, the tenant shall be apprised of the information we have gathered concerning possible lease violations, and given an opportunity to respond to certain allegations, or respond to factual material. At the end of the Conference the Authority may enter into an agreement with the tenant as to future conduct, such as Rent Repayment Agreement, or agreements to remove a pet that do not meet pet policy requirements and the Occupancy employee shall explain any further action that they feel obliged to take (a physical inspection, notice of intention to seek eviction, etc.)
3. When the investigation involves a physical inspection of an apartment, written notice of the intended inspection shall be sent to the tenant. The communication shall give the tenant 48 hour notice of the Authority's intent to inspect, and shall give reason(s) for the inspection, (possible lease violations).
4. When the tenant occupies housing on a conditional basis as stipulated by an agreement entered into or the decision of a Hearing Officer as a part of the findings of a Fair Hearing (to stay or avoid an eviction notice), the tenant may waive their rights to such advance notice of inspection only with tenants Legal Counsel and Hearing Officer present.
5. If the physical inspection of an apartment is being carried out in connection with complaints, allegations, or information involving the possession, use or sale of illegal substance or other criminal activities covered under >Zero Tolerance= policy. A drug sniffing dog and a handler may accompany Occupancy and Security employees of the Authority. Suspected drugs and/or materials may be confiscated and removed as found in the course of the inspection of the

apartment and the premises, and be tested for positive identification of illegal substance for lease violation (s). It is not the intent of the Authority to conduct a criminal investigation nor bring charges against our tenants, but rather ascertain whether or not there have been material breaches of the Authority=s lease agreement with the tenant.

6. In order to safeguard the rights and interests of the tenant(s) being investigated, the Authority shall limit physical inspections involving drug sniffing dogs to cases where at least one of the following criteria apply:
  - a. The Authority in the normal course of business has received at least two (2) separate anonymous complaints, from two (2) separate parties, which fail to provide a description of the activity or the subjects involved beyond the simple allegation of wrong doing, or
  - b. The Authority in the normal course of business has received at least one (1) anonymous complaint which describes in detail the alleged activity and includes the names or descriptions of certain individuals, vehicles, or plate numbers, or,
  - c. The Authority in the normal course of business has received at least one (1) complaint from an individual identifying him or herself, and alleging wrong doing on the part of a certain tenant , or
  - d. Any complaint or information received by the Authority in the normal course of business that alleges drug sale. It may be the practice of the Authority that this type of complaint may be referred to the police prior to the Authority taking any related action, giving the police a reasonable amount of time to develop a case, and take action themselves.

## **18.2 ADEQUATE NOTICE TO VACATE**

Except in cases of non-payment of rent, no resident shall be given notice to vacate without being told by the Authority in an Administrative Conference or other appropriate manner, the reason for the eviction, and given an opportunity to make such reply or explanation as he/she may wish.

## **18.3 WRITTEN RECORD OF EVICTION**

A written record of eviction shall be maintained by the Authority and all contain the following information:

- A. Name of resident and identification of unit occupied
- B. Date of Notice to Vacate
- C. Specific reason(s) for the Notice to Vacate. For example, if a tenant is being evicted because of undesirable behavior, the record should detail the actions which resulted in the determination that eviction should be instituted.

- D. Date and method of notifying residents with summary of any Administrative Conferences with residents, including the names of Conference participants.

#### **18.4 MISSED APPOINTMENTS**

If the family fails to respond to the letter to attend scheduled conference, a second letter will advise of a new time and date for the conference, allowing for the same considerations for rescheduling and accommodations as in 15.2 of this plan. The letter will also advise that failure by the family to attend the second scheduled conference will result in the Schenectady Municipal Housing Authority taking eviction action against the family.

The tenant shall be entitled to discuss and resolve any grievance with management through the Grievance Procedure.

#### **19.0 CRIMINAL, DRUG TREATMENT, AND REGISTERED SEX OFFENDER CLASSIFICATION RECORD MANAGEMENT POLICY**

##### **19.1 PURPOSE**

In the course of its regular operations, the Schenectady Municipal Housing Authority comes into possession of criminal records as well as records of drug treatment or registered sex offender status of both residents and applicants. While necessary to accomplish Housing Authority business, these records shall be maintained under the strictest measures of confidentiality.

##### **19.2 ACQUISITION**

All adult applicants and residents shall complete the Schenectady Municipal Housing Authority Authorization for Release of Police Records and Authorization of Release of Medical Records when they apply for housing. The Schenectady Municipal Housing Authority and the Schenectady Police Department have an agreement to check for criminal records of applicants. The Authority may check with any local jurisdictions, County, State, Federal Agency or courts for criminal records including other local police departments, NYS and other states and/or the Federal Government. This check is done for the purpose of screening applicants for housing for any criminal behavior.

All request for criminal records or records of drug treatment or registered sex offenders status will direct the records to be sent to the supervisor of the applications office (Director of Occupancy). The Director of Occupancy will assign the departments Investigator access to the records received. Both the Director of Occupancy and the Tenant Investigator shall discuss the records with other housing employees only as required to make a housing decision.

##### **19.3 MAINTENANCE**

The Schenectady Municipal Housing Authority will keep all criminal record or records of

drug treatment or sex offender status that are received confidential. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in court proceedings. No copies will be made of the records except as required for official or court proceedings.

Criminal records or records of drug treatment or registered sex offender status will be kept in file separate from other application or eviction information. These files will be maintained in a different cabinet that is locked and kept in a secure location. Only specified employees shall have access to this cabinet.

#### **19.4 DISPOSITION**

The records shall be destroyed once action is taken on the application for housing and any grievance hearing or court proceeding has been completed and the action is finalized. A notification of destruction will be maintained.

### **20.0 PET OWNERSHIP POLICY**

#### **1. Introduction**

In accordance with HUD regulations, SMHA will attempt to accommodate pet owning applicants and Tenants according to our eligibility, selection, admissions and pet ownership policies. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SMHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SMHA to attest to the inoculations.

#### **2. Assistive Animals**

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Schenectady Municipal Housing Authority will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental

health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Schenectady Municipal Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

### **3. Pet Defined**

SMHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, caged rodent or fish in aquariums will be allowed in units. Common household pets do not include reptiles. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

Commercial breeding of any animal is prohibited.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

### **4. Approval**

Residents must have the prior written approval of SMHA before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before SMHA will approve the request. Residents must give SMHA a picture of the pet so it can be identified.

### **5. Pet Deposit**

A pet deposit of **\$100.00** is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. If more than one pet is approved, a separate deposit is required for each pet. The deposit must be paid in full in advance of bringing a pet into an apartment.

### **6. Designated Prohibited Areas**

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if SMHA designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.



With the exception of approved assistive animals, no pets shall be allowed in community rooms, community room kitchens, laundry rooms, public bathrooms, lobbies, hallways, playgrounds or offices in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/(building(s)). This shall be implemented based on demand for this service.

#### **7. Requirements Placed on Pet Owners**

Only one (1) pet per apartment is allowed at any time unless permission is granted for additional pets by SMHA. Any request for additional pets shall be in writing stating the special conditions that exist to justify keeping more than one pet.

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements; valid license must be filed with SMHA. A certification signed by a licensed veterinarian or state or local official shall be annually filed with SMHA to attest to the inoculations.

At SMHA's request, a Tenant shall provide a statement from their physician verifying Tenant's ability to care for a pet.

Tenants owning a cat shall provide in the apartment a litter tray for the animal's use. Waste is to be separated daily, placed in a properly wrapped, non-absorbent bag and properly disposed of. Cat litter shall be changed frequently to avoid unsanitary conditions. Under no circumstances shall cat litter be flushed down any toilet or other household drain.

Any Tenant who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and SMHA reserves the right to exterminate and charge the resident.

A pet owner shall physically control or confine his/her pet during the times when SMHA employees, agents of SMHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from SMHA's property within 24 hours of written notice from SMHA. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from

SMHA. The pet owner may also be subject to termination of his/her dwelling lease.

SMHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or SMHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets that make noise continuously, including but not limited to barking, and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

#### **8. Restrictions on Certain Pets**

The keeping of snakes or any other reptiles is prohibited.

Any animal deemed to be potentially harmful or dangerous to the health or safety of others, including but not limited to attack or fight trained dogs, is prohibited.

Dogs weighing more than twenty (20) pounds at maturity are prohibited. SMHA shall not be responsible for forecasting the weight of a dog that is not full grown. If a growing dog weighing 20 pounds or less is approved by SMHA, and the dog matures to a weight greater than 20 pounds, the dog will be in the prohibited weight class and must be removed from SMHA property.

Fish tanks in excess of ten (10) gallons are prohibited.

#### **9. Removal of Pets**

SMHA, or an appropriate community authority, shall require the removal of any pet from an apartment or other SMHA property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the property or of other persons in the community where the project is located, including SMHA staff and Contractors, or if the health and safety of the pet is at risk.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, SMHA has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends can claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the original pet owner, or the new pet owner.

## **21.0 REPAYMENT AGREEMENTS**

With the exception of cases of fraud, when a resident owes the Schenectady Municipal Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Schenectady Municipal Housing Authority allow them to enter into a Repayment Agreement. The Schenectady Municipal Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## **22.0 TERMINATION AND EVICTIONS**

### **22.1 *TERMINATION BY TENANT***

The tenant may terminate the lease by submitting a Notice to Vacate, using the official SMHA Vacate Form identified as Notice of Intent to Voluntarily Vacate. This form must be filled with the required information, delivered in person to SMHA and signed in front of an SMHA employee. If the form is not witnessed by SMHA staff, then the official Notice of Intent to Voluntarily Vacate form must be notarized and mailed or hand delivered to SMHA.

Tenant shall give SMHA at least 30 days' notice in writing of intent to vacate prior to the termination of tenant's lease. A notice period must include a full month. Exceptions may be granted due to illness or death at the discretion of SMHA.

If the tenant vacates prior to the end of the above-mentioned notice period, tenant will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

If the tenant decides to rescind the voluntary vacate, tenant must contact SMHA no later than fifteen (15) days before the vacate day, using the Notice of Intent to Voluntarily Vacate form.

### **22.2 *TERMINATION BY THE HOUSING AUTHORITY***

The Schenectady Municipal Housing Authority after 10/01/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Schenectady Municipal Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent.

- D. Failure to allow inspection of unit.
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Schenectady Municipal Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Breach of rules and regulations of tenancy.
- N. Under or over occupancy and reused offer of transfer, would include remaining member(s) of tenant family.
- O. Assignment of transfer of possession by tenant of record to person(s) without Authority permission or consent as defined in admission standards.
- P. Non-desirability as defined in admission standard.
- Q. Contingent liability arising from the use of the apartment for illegal purposes.
- R. Any violation of the Federal AOne Strike & You're Out@ policy in regards to substance abuse (Revised Sept. 19998)
- S. Any material violation of the Federal lease signed at admission.
- T. Being over the income limit for the program.
- U. Other good cause.

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

### **22.3 ABANDONMENT**

The Schenectady Municipal Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, an Schenectady Municipal Housing Authority will attempt to locate the tenant by thru mail or name listed as next of kin in the tenant file. If unsuccessful in locating the tenant, the Housing Authority will seek eviction thru the court system for non-payment of rent.

### **22.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Schenectady Municipal Housing Authority will return the security deposit within fourteen days (14) or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Schenectady Municipal Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within fourteen (14) days.

### **22.5 SUPPORT FOR OUR ARMED FORCES**

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

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone before anyone can move into a public housing requirement will be waived for a

temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.

- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family=s income, the Schenectady Municipal Housing Authority will expeditiously re-evaluate a resident=s rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 days of the conclusion of the active duty service.

### **23.0 PUBLIC HOUSING ANTI-FRAUD POLICY**

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

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The SMHA shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the SMHA shall take action by pursuing legal action to recover excess subsidies paid due to tenant fraud. Fraud is a crime and a crime of this nature should be pursued by a law enforcement agency, and a conviction for fraud of this nature regularly results in legal restitution to SMHA, whereas a repayment agreement can be abandoned leaving us with a more difficult process of recovering funds in full, and creating and monitoring a repayment agreement is a time consuming administrative task, and, under a court ordered restitution, payment is monitored and made directly to SMHA by the probation department.

### **24.0 WADING POOL, TRAMPOLINE, OUTDOOR STRUCTURE, BOUNCE HOUSE POLICY**

The following policies are for the protection and benefit of all Schenectady Municipal Housing Authority residents, and by recommendation of SMHA's liability insurance provider.

#### **A. WADING POOLS**

- a. Permanent swimming pools are not allowed.

- b. Wading pools shall not extend beyond six (6) feet in diameter.
- c. Wading pool walls shall not extend beyond a height of fifteen (15) inches.
- d. Wading pools must not be used prior to June 1 or after September 15 of each year and must be stored at the end of each season. Wading pools may not be stored outside during the off-season.
- e. Wading pools must be emptied after each use.
- f. Wading pools must be emptied of water, removed and securely stored at the end of each day, before dark. Wading pools shall only be used during daylight hours.
- g. Wading pools in use or with any water in them must be under the constant supervision and observation of the adult pool owner or his/her adult designee. The supervising adult must, at all times, be in a clear line of sight and sound of the wading pool and no more than six (6) feet away.
- h. Resident/owner is responsible for any damage and/or injury caused by the pool. The cost of any damage to Schenectady Municipal Housing Authority property, such as damage to grass, may be charged to the resident/owner of the wading pool.
- i. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident/owner, any wading pool that is not in compliance with this policy.
- j. Tenant will be charged for the removal of a wading pool that is not in compliance with this policy. The charge will be based on the labor cost to remove and dispose of the pool.

#### B. TRAMPOLINES

- a. Trampolines of any kind shall not be installed, set up, or in any way utilized on any Schenectady Municipal Housing Authority property.
- b. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident, any trampoline that is not in compliance with this policy. Tenant will be charged for the removal of a trampoline not in compliance with this policy. The charge will be based on the labor cost to remove and dispose of the trampoline.

#### C. TEMPORARY OUTDOOR STRUCTURES

Temporary Outdoor Structures are identified as any tenant owned items that are not a permanent part of the property and are not owned by the Schenectady Municipal Housing Authority. Examples of these structure include but are not limited to screen rooms, tents, playpens, toys, and storage containers.

- a. Temporary outdoor structures must be approved by Schenectady Municipal Housing Authority prior to placing them on property.
- b. Resident placing the structure on the property is responsible for any damage and/or injury caused by the structure. The cost of any damage to Schenectady Municipal Housing Authority property, such as damage to grass, may be charged to the resident.

- c. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident, any structure that is not in compliance with this policy. Tenant will be charged for the removal of a structure not in compliance with this policy. The charge will be based on the labor cost to remove and dispose of the structure.

#### D. BOUNCE HOUSES

- a. Inflatable bounce houses/recreation devices of any kind shall not be installed, set up, or in any way utilized on any Schenectady Municipal Housing Authority property.
- b. The Schenectady Municipal Housing Authority reserves the right to remove from its property, without immediate notice to the resident, any bounce houses/recreation devices that are not in compliance with this policy. Tenant will be charged for the removal of a bounce house/recreation device not in compliance with this policy. The charge will be based on the labor cost to remove and dispose of the bounce house/recreation device.

### **25.0 AIR CONDITIONER POLICY**

This policy is for the protection and benefit of all Schenectady Municipal Housing Authority residents and to ensure that SMHA is in compliance with HUD's Public Housing Assessment System (PHAS) requirements. Each air conditioner unit must meet the below listed inspection criteria:

1. Air conditioner may not be installed in the only window in a room; this pertains to any 3<sup>rd</sup> story building or less. This is a U.S. Department of Housing and Urban Development requirement.
2. Residents may not install an air conditioner in any manner that will impair emergency exit or violate safety codes. It is the responsibility of the resident to insure that the air conditioner is installed properly by competent individuals.
3. The air conditioner unit must be operable, in good condition and free of rust and sharp edges.
4. The air conditioner must meet safety requirements; it must be grounded and equipped with a three wire power cord and three prong plug.
5. The air conditioner must plug directly into an electric wall outlet, or utilize a heavy duty three wire extension cord that is manufacturer approved for air conditioner units.
6. The casing must be tight to control condensation and prevent water droplets from forming on the side of the building.
7. If the air conditioner leaks to the inside or outside of the apartment, it must be



disconnected and serviced immediately to prevent damage to the apartment walls and floor, and to prevent damage and discoloration to the exterior wall of a building.

8. Air conditioner parts must be replaced in accordance with the manufacturer's specifications. Residents may not use boards, cardboard or any materials to cover window openings.
9. Air conditioner units will be inspected by the Maintenance Department for safety, proper installation, appearance and general compliance with this policy. If necessary, the Housing Authority will assess charges to the resident for any non-compliance, including repair of any damages caused by improper installation, operation or maintenance of the air conditioner.
10. The resident is responsible for the maintenance of the air conditioner. If the unit is found to be in non-compliance with this policy, or if it presents a safety hazard, the Housing Authority will require the unit to be removed or repaired at the resident's expense. If a resident refuses to remove an air conditioner that does not comply with this policy, SMHA may, at its option, remove it and charge the resident.
11. Failure to remove an air conditioner that has failed SMHA's inspection after SMHA's request to do so is a serious lease violation which may result in lease cancellation.
12. SMHA will not install, maintain or remove personal air conditioners for residents. Management will not be liable for any damage or injury resulting from resident installation or use of air conditioners.

## **26.0 SMOKE FREE POLICY AND LEASE ADDENDUM FOR SCHENECTADY MUNICIPAL HOUSING AUTHORITY – EFFECTIVE JULY 30, 2018**

Smoking is not permitted in any building or facility of the Schenectady Municipal Housing Authority (SMHA) or on the grounds thereof in areas that are designated as Smoke-Free in accordance with this policy.

### **1. Purpose**

- The U.S. Department of Housing and Urban Development requires Public Housing Authorities to implement smoke-free policies in all of their public housing units.
- According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States.
- It is possible for environmental tobacco smoke to migrate between units in multifamily housing, causing adverse health effects for those living in neighboring residences.

- Smoking is the leading cause of fire deaths in multifamily buildings.
- It is well established fact that turnover costs are increased when apartments are vacated by smokers. Therefore, a non-smoking policy is another good approach for reducing maintenance costs.

2. Definitions:

- a. "Smoking" means inhaling, exhaling, breathing, carrying or possessing any lighted cigarette, cigar, or any other tobacco product or similar lighted product in any manner or in any form.
- b. "Smoke-Free Areas" mean all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within twenty-five (25) feet from public housing apartments and administrative office buildings, or the entire grounds of buildings or developments designated by SMHA to be "Smoke-Free Premises."
- c. "Smoke-Free Premises" the Downtown buildings and grounds of Lincoln Heights, Schonowee Village, and Ten Eyck Apartments, are designated by SMHA as "Smoke-Free Premises" where smoking is only allowed within "Designated Smoking Areas" which shall be established by SMHA in its sole discretion.
- d. "Designated Smoking Areas" mean any area within a "Smoke-Free Premises" specifically designated by SMHA in which smoking shall be permitted.

3. Smoke-Free Policy

- a. All residents, all employees, all guests, and all visitors in or on any property owned or managed by SMHA are prohibited from smoking within any Smoke-Free Area.
- b. Smoking in any Smoke-Free Area in or on any property owned or managed by SMHA, by any Tenant subject to this Smoke-Free Policy or any member of the household, any guest of such tenant or member of tenant's household, or any other person under such a Tenant's control will be considered a violation of Tenant's Lease Agreement and will be cause for lease termination as set forth in this policy.
- c. SMHA may, in its sole discretion, designate specific areas where smoking is permitted on the grounds on SMHA Property.
- d. Any deviation from the smoke-free policy by any tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will result in eviction.
- e. "No Smoking" signs will be posted outside and inside buildings. "Designated Smoking Area" signs may be posted to denote where smoking is permitted on a

Smoke-Free Premises.

- f. Tenants are responsible to inform all members of Tenant's household and any guests or visitors or Tenant or Tenant's Household about SMHA's Smoke-Free Policy.
  - g. If a resident or employee smells tobacco smoke in any place in a building, they are encouraged by SMHA to report this to their Schenectady Municipal Housing Authority development office in writing as soon as possible.
4. Breach of Smoke Free Policy
- a. Any deviation from the Smoke-Free Policy by any tenant, a member or their household, or their guest will constitute a serious violation of material terms of the Lease Agreement.
  - b. Any first violation of the SMHA Smoke-Free Policy will result in a written warning.
  - c. Any second violation of the SMHA Smoke-Free Policy will result in an administrative conference to discuss the violation.
  - d. Any third violation of the SMHA Smoke-Free Policy will constitute a serious and repeated violation of the material terms of the Lease Agreement for which the Lease Agreement may be terminated.
  - e. Tenant will be responsible for all costs to remove smoke odor or residue resulting from any violation of this Addendum.
5. Authority Not a Guarantor of a Smoke-Free Environment. Tenant acknowledges that SMHA's adoption of a Smoke-Free Policy, will not make SMHA the Guarantor of Tenant's health or of the smoke free condition of the Smoke-Free portions of the property. However, SMHA will take reasonable steps to enforce the Smoke-Free Policy. SMHA is not required to take steps in response to smoking unless SMHA has actual knowledge of the smoking and the identity of the responsible resident or tenant.
6. If any resident was burning tobacco or a related product prior to an employee or representative entering their apartment, or if the resident lights a tobacco or related product while an employee or representative is in the apartment, the employee or representative shall vacate your apartment immediately and shall not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the apartment where the violation of this Smoke-Free Policy occurred.
7. Disclaimer. Tenant acknowledges that SMHA's adoption of a Smoke-Free Policy, does not in any way change the standard of care that SMHA has under applicable law to render the property any safer, more habitable or improved in terms of air quality

standards than any other rental premises. SMHA specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. SMHA cannot and does not warranty or promise that the property will be free from secondhand smoke. Tenant acknowledges that SMHA's ability to police, monitor or enforce this Smoke-Free Policy is dependent in significant part on voluntary compliance by all Tenants and Tenant's guests. Tenants with respiratory ailments, allergies or other condition relating to smoke are put on notice that SMHA does not assume any higher duty of care to enforce this Smoke-Free Policy than any other SMHA obligation under the Lease Agreement.

8. All SMHA Applicant's entering into possession of a residential unit, and all current Tenants are required to sign and comply with this Smoke-Free Policy and Lease Addendum as a condition of Admission or Continued Occupancy. This Smoke Free Policy and Lease Addendum is incorporated into the SMHA Lease Agreement by reference.

## **27.0 GRIEVANCE PROCEDURE**

### **I. Definitions applicable to the grievance procedure: (§ 966.53)**

- A. Grievance: Any dispute a Tenant may have with respect to SMHA action or failure to act in accordance with the individual Tenant's lease or SMHA regulations that adversely affects the individual Tenant's rights, duties, welfare or status.
- B. Complainant: Any Tenant (as defined below) whose grievance is presented to the SMHA (at the central office or the development office) in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  2. Right of the Tenant to be represented by counsel;
  3. Opportunity for the Tenant to refute the evidence presented by the SMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
  4. A decision on the merits of the case.
- D. Hearing Officer: A person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.

- E. Hearing Panel: A three member panel selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
- F. Tenant: The adult person (or persons other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the SMHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.
- G. Resident Organization: An organization of residents, which also may include a resident management corporation.

## II. **Applicability of this grievance procedure (966.51)**

In accordance with the applicable Federal regulations (**24 CFR § 966.50**) this grievance procedure shall be applicable to all individual grievances (as defined in Section I above) between Tenant and the SMHA with the following exceptions:

- A. The SMHA grievance procedure shall not be applicable to disputes between Tenants not involving the SMHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the SMHA's Board of Commissioners.
- B. Any grievance concerning a termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of SMHA's public housing premises of other residents or employees of SMHA;
  - b. Any violent or drug related criminal activity on or off SMHA's public housing premises; or
  - c. Any criminal activity that resulted in felony conviction of a household member.

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all resident organizations.

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to Tenants and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the SMHA before any revisions are made to the grievance procedure.

## III. **Informal settlement of a grievance [966.54]**

Any grievance must be personally presented, either orally or in writing, to the SMHA's central office or the management office of the development in which the complainant resides **within ten days after the grievable event.**

Grievances related to complaints about operational matters that are received by the SMHA's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Executive Director.

As soon as the grievance is received, it will be reviewed by the management office of the development to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the SMHA's grievance procedure, with the reason thereof.

If neither of the exclusions cited above apply, the complainant will be contacted within ten working days to arrange a mutually convenient time to meet so the grievance may be discussed informally and settled without a formal grievance hearing. At the informal hearing the complainant will present the grievance and the Executive Director or designee or the person in charge of the management office will attempt to settle the grievance to the satisfaction of both parties.

Following the informal discussion, the SMHA shall prepare and either hand deliver or mail to Tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons thereof, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Tenant's file. A receipt signed by the complainant 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 discussion.

#### **IV. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a formal grievance hearing to the management office of the development where Tenant resides **no later than five working days after the summary of the informal hearing is received.**

The written request shall specify:

- The reasons for the grievance;
- The action of relief sought from the SMHA; and
- Several dates and times when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, SMHA shall schedule a hearing on the grievance at the earliest time possible for the complainant, SMHA and the hearing officer or hearing panel. The hearing shall be scheduled promptly for a time and place reasonably convenient to both the complainant and SMHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate SMHA official.

If the complainant fails to request a hearing within five working days after receiving the summary of the informal hearing, the SMHA's decision rendered at the informal hearing becomes final and the SMHA is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure.

Failure to request a grievance hearing does not affect the complainant's right to contest the SMHA's decision in a court hearing.

#### **V. Selecting the Hearing Officer or Hearing Panel**

A grievance hearing shall be conducted by an impartial person or persons appointed by the SMHA after consultation with the SMHA Resident Advisory Board (RAB), as described below:

- A. The SMHA Executive Director or Designee shall nominate an individual or slate of impartial persons to sit as hearing officers or hearing panel members.

The SMHA Executive Director or Designee will check with each nominee to determine whether there is an interest in serving as a hearing officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as hearing officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

- B. A slate of potential hearing officers or hearing panel members nominated by the SMHA shall be submitted to the SMHA RAB. Written comments from the SMHA RAB shall be considered by the SMHA before the nominees are appointed as hearing officers or panel members.
- C. When the comments from SMHA RAB have been received and considered, the nominees will be informed that they are the SMHA's official grievance hearing committee. SMHA will subsequently contact committee members in random order to request their participation as hearing panel members or hearing officers.

#### **VI. Escrow deposit required for a hearing involving rent**

Before a hearing is scheduled in any grievance involving the amount of rent which

the SMHA claims is due under this lease, the complainant shall pay to the SMHA an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an SMHA escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.

This requirement will not be waived by the SMHA unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the Tenant's welfare benefits have been reduced for welfare fraud or failure to comply with economic self-sufficiency requirements. **In these cases only**, rent need not be escrowed.

#### **VII. Scheduling hearings**

When a complainant submits a timely request for a grievance hearing, the SMHA will immediately contact hearing panel members or hearing officers in random order to request their participation until one is available on the date and at the time arranged.

Once the hearing panel or hearing officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and hearing panel members or officer shall be notified in writing. Notice to the complainant shall be in writing, either personally delivered to complainant or sent by mail, return receipt requested.

The written notice will specify the time, place and procedures governing the hearing.

#### **VIII. Procedures governing the hearing [966.56]**

The hearing shall be held before a hearing panel or hearing officer. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any SMHA documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the SMHA does not make the document available for examination upon request by the complainant, the SMHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the Tenant's representative and to have such person make statements on the Tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of the Tenant's complaint to controvert evidence relied on by the SMHA or project



management, and to confront and cross examine all witnesses upon whose testimony or information the SMHA or project management relies; and

- E. A decision based solely and exclusively upon the fact presented at the hearing.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the SMHA must sustain the burden of justifying the SMHA action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the hearing panel or officer. Oral or 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 panel or officer shall require the SMHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel or officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the SMHA may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The SMHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant which is required under this procedure must be in an accessible format.

If a hearing panel member or officer fails to disqualify himself/herself as required in Section V.A, the SMHA may remove the panel member or officer from the hearing committee, invalidate the results of the hearing and schedule a new hearing with a new hearing panel or officer.

#### **IX. Failure to appear at the hearing**

If the complainant or the SMHA fails to appear at the scheduled hearing, the hearing panel or officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his right to a hearing.

Both the complainant and the SMHA shall be notified of the determination by the hearing panel or officer; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the

complainant may have to contest the SMHA's disposition of the grievance in court.

**X. Decision of the hearing panel or officer [966.57]**

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the SMHA.

The SMHA shall retain a copy of the decision in the Tenant's folder. SMHA will maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative.

The decision of the hearing panel or officer shall be binding on the SMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the SMHA's Board of Commissioners determines, and promptly notifies the complainant of its determination that:

A. The grievance does not concern SMHA action or failure to act in accordance with or involving the complainant's lease or SMHA regulations, which adversely affect the complainant's rights, duties, welfare or status.

B. The decision of the hearing panel or officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the SMHA.

C. A decision by the hearing panel or officer or Board of Commissioners in favor of the SMHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later.

**28.0 SPECIAL CHARGES TO TENANTS FOR REPAIR OF DAMAGES**

The Tenant shall be obligated to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the Tenant, a member of the household or a guest. [24CFR966.4]

“Wear and Tear” is defined as: Natural wear and tear means deterioration or depreciation in value by ordinary and reasonable use of the subject-matter. (Source: Black's Law Dictionary)

This schedule of special charges for repairs is incorporated into the lease by reference, and shall be publicly posted in a conspicuous manner in the Project Manager's Office and shall be furnished to applicants and Tenants on request. This schedule may be modified from time to time by SMHA provided that SMHA shall give at least 30-day written notice to each affected Tenant setting forth the proposed modification, the reasons thereof, and

providing the Tenant an opportunity to present written comments which shall be taken into consideration by SMHA prior to the proposed modification becoming effective. A copy of such notice shall be: (a) Delivered directly or mailed to each Tenant; or (b) Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. [24CFR966.5]

**Charges:** The Tenant shall be charged for the cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. Negligent damage includes noncompliance with preparation instructions for eradication of pests. When SMHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by SMHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to SMHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

Apartment Key Replacement:	\$10 or actual cost if greater
Key Fob Replacement:	\$10 or actual cost if greater
Lock Change at Tenant's Request:	\$50 or actual cost for labor & materials if greater
Apartment Lock Out:	\$38 or actual cost for labor & materials if greater
Replacement Mailbox key:	\$2 or actual cost if greater
Replacement Lobby door Key:	\$2 or actual cost if greater
Replacement Compactor Door key:	\$2 or actual cost if greater

Plugged Toilet/Resident Neglect: \$35 or actual cost for labor & materials if greater  
 Examples of intentional or negligent damage where the cost of repair will be charged based on the actual cost to SMHA for the labor and materials needed to complete the work (this is not a complete list – for example purposes only): Range/Stove Cleaning and/or Repair; Refrigerator Cleaning and/or Repair; Wall/Ceiling/Floor/Door Repair; Smoke Detector Replacement/Repair; thermostat adjustment to proper settings due to tampering, proper apartment preparation for eradication of pests as defined by a pest control professional.

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