

# **WATERTOWN HOUSING AUTHORITY**

## **ADMISSION AND CONTINUED OCCUPANCY POLICY**

**October 2018**



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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Watertown 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, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Watertown Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity and Massachusetts State law governing Fair Housing. The Watertown Housing Authority shall affirmatively further Fair Housing in the administration of its public housing program.

The WHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin. The WHA will not discriminate on the basis of marital status, gender identity, or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the Watertown 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 Watertown Housing Authority office. In addition, all written documents and advertisements will contain the appropriate Equal language and logo.

The Watertown Housing Authority will assist any family that believes it may have suffered illegal discrimination by providing to the family copies of the appropriate housing discrimination forms. The Watertown 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 and the Massachusetts Commission Against Discrimination.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Watertown 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. Because disabilities are not always apparent, the Watertown Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

HUD regulations require the WHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to the WHA's programs and services.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with WHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation, having material explained orally by staff, or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

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

The WHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). **The WHA's Language Access Plan balances the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the**



resources available to the WHA and costs. The LAP was created to ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the WHA as is on file at the WHA for review.

## **4.0 FAMILY OUTREACH**

When the Watertown Housing Authority initially opens the Waiting List the Watertown Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low, 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 Watertown Housing Authority may distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Watertown Housing Authority may also utilize public service announcements.

The Watertown Housing Authority will communicate the status of housing availability to other service providers in the community such as Vinfen and Wayside Youth and Family Support Network and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program. The Watertown Social Services Resource Specialist are provided with information relative to WHA Public Housing.

Contact information for the Watertown Housing Authority is on the WHA website and website of the Department of Housing and Urban Development.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 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 POSTINGS**

In each of its offices, the Watertown Housing Authority will post, in a conspicuous place and at a height easily read by all persons, important information relative to program administration.

## **7.0 TAKING APPLICATIONS**

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

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

Completed applications will be accepted from all applicants and the Watertown Housing Authority will verify the information.

Applications may be picked up completed in persons and submitted at 55 Waverly Avenue Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. Applications will be mailed to interested families upon request. The completed application will be dated and time stamped upon its return to the Watertown Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Watertown Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-545-1833 ext 569

Upon receipt of the family's application, the Watertown Housing Authority will make a preliminary determination of eligibility. The Watertown Housing Authority will notify the family in writing of placement on the waiting list. If the Watertown Housing Authority determines the family to be ineligible, a notice will be sent which will state the reasons therefore and will offer the family the opportunity for an informal hearing of the determination. The letter will clearly state the reason for the rejection, set forth the time period and process for requesting an informal hearing and provide notice to the applicant that a person with a disability has the opportunity to request consideration of a reasonable accommodation.

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

When the application nears the top of the waiting list, the Watertown 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 applicant 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 Watertown Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

A. Each applicant for assistance under the program must meet the WHA's definition of family.

A family is either a single person or a group of persons, with or without children, a family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status and is defined below:

1. A Single Person Family is:

An elderly person, (a person that is at least 62 years of age);

A displaced person, (a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws);

A person with a disability as defined in 24 CFR 5.403. Subject to any other legal limitations, individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence;

A remaining member of a tenant family (a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit); or

Any other single person (not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family).

2. A Group of Persons Family is:

(i) Regulatory Definition

An elderly family, which is defined as a family whose head, co-head, spouse, is at least 62 years of age; or two or more persons, each of whom are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides;

A disabled family, which means a family whose head, co-head, spouse, is a person with disabilities; or two or more persons with disabilities; or one or more persons with disabilities with one or more live-in aides; and

A displaced family, which is a family in which each member is a person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

B. Income Eligibility

1. Eligibility of the applicant with respect to income limits for admission is set forth at 24 CFR 5.603;
2. To be income-eligible, a family must be a low-income family according to income limits set by HUD.
3. Further, the WHA complies with HUD's income targeting requirements as set forth in the CFR. Specifically, not less than 40 percent of the families admitted to a WHA's public housing program during the WHA fiscal year from the WHA waiting list shall be extremely low income families.

4. However, if admissions of extremely low income families to the WHA's voucher program during a WHA fiscal year exceeds the 75 percent minimum targeting requirement for the WHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of the CFR) against the WHA's basic targeting requirement for the same fiscal year.
5. The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of:
  - a. Ten percent of public housing waiting list admissions during the WHA fiscal year;
  - b. Ten percent of waiting list admission to the WHA's Section 8 tenant-based assistance program during the WHA fiscal year; or
  - c. The number of qualifying low income families who commence occupancy during the fiscal year of WHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family.
6. The Watertown Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit. **They are not subject to the income limits for the program.**
7. If there are no eligible families on the waiting list and the Watertown Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.
8. **Income limits for continued occupancy are addressed elsewhere in this document.**

#### C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see

42 U.S.C. 1436a(a)).

2. If one or more members contend not to have eligible immigration status the WHA may offer prorated assistance in accordance with the terms and conditions as set forth in HUD's rule, Restrictions on Assistance to Noncitizens.

#### D. Social Security Number Documentation

The applicant and all members of the applicant's household<sup>1</sup> must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.

Documentation shall consist of:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The WHA may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged.

In such instances the WHA will explain to the applicant or resident the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the WHA within 90 days.

Finally, if the applicant family contains a household member who is under the age of 6 which has been added to the household within the past six months and has not been assigned a social security number, the applicant shall be provided with a 90 day extension to disclose and verify the child's SSN. The WHA will allow an additional 90 days if it determines that failure to comply was outside the control of the family, or was due to unforeseen circumstances. The WHA must include the child as part of the household during this period and must provide the family with any related benefits such as allowances and deductions.

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<sup>1</sup> This does not apply to members that do not contend to have eligible immigration status or tenants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010.

## E. Signing Consent Forms

The family must supply any information that the WHA or HUD determines is necessary to the administration of the program and must consent to WHA verification of that information. 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 form as needed to collect information relevant to the family's eligibility and level of assistance.

Massachusetts Criminal Offender Record Information acknowledgement form which will be required for all household members age 17 and over.

If any family member who is required to sign a consent form fails to do so, the WHA will deny admission to applicants and terminate the lease of tenants. The family may request a hearing in accordance with the WHA's grievance procedures.

## 8.3 *SUITABILITY*

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Watertown 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, Watertown Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Watertown 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.
- C. The Watertown Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Watertown Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A rental history check of all adult family members;
  2. A criminal background check on all adult household members, including live-in aides. This check will be made through the DCJIS in accordance with the WHA's CORI Policy. If the applicant has not been residing in Massachusetts the WHA may also request CORI from a similar entity in another state if available and the HA has the legal authority to request said information. The policies herein shall apply to said requests unless laws governing said requests differ (i.e. the HA will utilize the applicable release form for CORI when applicable to an out of state request.)
  3. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides.

#### **8.4 GROUND'S FOR DENIAL**

The Watertown 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;



- 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. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- 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;
- J. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity. The WHA may waive this requirement if:
  - (i) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the WHA; or
  - (ii) The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- L. Are currently illegally using a drug;
- M. The WHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- N. The WHA determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- O. Have engaged in or threatened abusive or violent behavior towards any Watertown Housing Authority staff member or resident;

- P. Have a household member who has ever been evicted from public housing;
- Q. Have a family household member who has been terminated under the housing choice or project based Section 8 voucher program;
- R. Have been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- S. Have a lifetime registration under a State sex offender registration program.

## **8.5 *INFORMAL HEARING***

- A. If the Watertown Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Watertown Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal hearing of the decision within 20 business days of the denial. The Watertown Housing Authority will describe how to obtain the informal review.

The informal hearing may be conducted by any person designated by the Watertown 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 Watertown Housing Authority's decision. The Watertown Housing Authority must notify the applicant of the final decision within a reasonable period of time after the informal hearing, including a brief statement of the reasons for the final decision.

If the WHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the WHA can move to deny the application.

- B. Denials based upon the Noncitizen rule shall be governed by the regulations concerning the HUD rule, Restrictions on Assistance to Noncitizens.

## **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 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 a permanent file;
- B. All applications will be maintained in order of bedroom size, preference and then in order of date and time of application;

## **9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be nearing the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies for the appropriate preference, the family will be returned to the waiting list according to date and time of application. The Watertown Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal hearing.

At this time the family will present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of

Information forms and submit and sign any other applicable documents, information and forms.

#### **9.4 *PURGING THE WAITING LIST***

The Watertown Housing Authority will update and purge its waiting list on an as needed basis to ensure that the pool of applicants reasonably represents the interested families for whom the Watertown Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

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

The Watertown 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.

#### **9.6 *MISSED APPOINTMENTS***

All applicants who fail to keep a scheduled appointment with the Watertown Housing Authority will be sent a notice informing them that their name will be removed from the waiting list.

The Watertown 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 Watertown Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal hearing before being removed from the waiting list.

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

## **10.1 PREFERENCES**

The WHA will select applicants from the waiting list of applicants which will be maintained in chronological order by bedroom size according to the date and time that the application was received with preferences as stated herein. The Watertown residency preference shall have greater weight than the veteran preference. Preferences will be aggregated. If two applicants have an equal number of preferences points the one with the earlier application date shall be served first.

The applicant at the time of application or at any time prior to selection from the waiting list must identify the priority category for which he/she wishes to be considered and shall certify to the WHA that he/she qualifies for such priority treatment. Prior to eligibility determination, the WHA shall require the applicant to provide verification of eligibility for the preference(s) asserted by the applicant based on the applicant's current status. The burden shall be upon the applicant to provide the documentation necessary to establish such preference eligibility to the satisfaction of the WHA. Applicants are required to contact the WHA if any change in family composition, income, or factors affecting eligibility for a preference occurs.

The WHA has established the following preference categories:

Category 1 (        Points) - Applicants who live and/or work in the Watertown.

In order to verify that an applicant is a resident, the WHA will require at least three of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters registration records, credit reports, statement from household with whom the applicant is residing. Paystubs or a statement from the employer is required for an applicant who has been hired to work in Watertown.

The use of the residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

Category 2 (        Points) – Veteran – This preference shall apply to a veteran, spouse, surviving spouse, dependent parent or child or divorced spouse with a dependent child of a veteran.

The definition of Veteran is that set forth in Massachusetts General Laws Chapter 4 Section 7.

The residency preference will have greater weight. Because preferences will be aggregated those who qualify for the residency and veteran preference shall be served before those that qualify for the residency preference alone. Because the residency preference will have greater weight, those that qualify for the residency preference alone will be served before those that have the veteran preference alone. Standard applicants (no residency or veteran preference will be served last). Applicants with the same level of preference points (residency/veteran vs residency alone vs veteran alone vs no preference) will be served according to date and time of application.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

**Accessible Units:** Accessible units will be first offered to families in need of the accessible features. These units will first be offered to residents in the federal development requiring the accessible features. If there are no residents in need of the accessible unit, applicants for these units will be selected from the waiting list 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 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

### A. Generally

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

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 Watertown 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 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:

1. Children of the same sex will share a bedroom.
2. Children of the opposite sex under the age of 7 will not share a bedroom.
3. Adults and children will not be required to share a bedroom.
4. Live-in aides will get a separate bedroom.

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

The Watertown Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be extremely low-income families. To ensure this requirement is met the WHA will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the WHA will skip higher income families on the waiting list to reach extremely low-income families.

If admissions of extremely low-income families to the Watertown Housing Authority's voucher program during a fiscal year exceed the 75% minimum targeting requirement for the Watertown Housing Authority's voucher program, such excess shall be credited (subject to the limitations in the paragraph below) against the Watertown Housing Authority's basic targeting requirement for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

- A. Ten percent of public housing waiting list admissions during the Watertown Housing Authority fiscal year;
- B. Ten percent of waiting list admissions to the Watertown Housing Authority's Section 8 tenant-based assistance program during the WHA fiscal year; or
- C. The number of qualifying low-income families who commence occupancy during the fiscal year of Watertown Housing Authority public housing units located in census tracts with a poverty rate of 30% or more. For this purpose, any low-income family other than an extremely low-income family qualifies.

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

#### ***10.4 DECONCENTRATION POLICY***

It is the Watertown Housing Authority's policy to provide for deconcentration of poverty. The Watertown Housing Authority will affirmatively market its housing to all eligible income groups.

The WHA's federal public housing development has fewer than 100 public housing units and house only elderly persons or persons with disabilities and therefore tis not a covered developments pursuant to 24 CFR 903.2 (b) (2)

#### ***10.5 OFFER OF A UNIT***

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

The Watertown Housing Authority will contact the family first by letter to make the unit offer. The family will be given seven (7) business days from the date of the letter to contact the Watertown Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This



verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Watertown Housing Authority will send the family a letter documenting the offer and the rejection.

## **10.6 REJECTION OF UNIT**

If the family rejects the unit without good cause, the family's name will be removed from the waiting list. The family will be offered the right to an informal hearing of the decision to remove their name from the waiting list.

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

Good cause refusals shall include:

- A. The unit is not ready for move-in at the time of offer of housing. "Ready for move-in" means the unit has no Uniform Physical Condition Standard deficiencies. If an applicant refuses a unit because it is not ready for move in, the applicant should be offered the next unit that is available for move-in.
- B. The family demonstrates to the WHA's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- C. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
- D. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move.
- E. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

## ***10.7 ACCEPTANCE OF UNIT***

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later. In the event that the tenant must give a thirty-day notice to the previous landlord, the Authority will mutually agree upon a move-in date which should not exceed fifteen days.

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 Watertown Housing Authority will retain the original executed lease in the tenant's file.

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

To determine annual income, the Watertown Housing Authority adds the income of all family members<sup>2</sup>, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Watertown 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:

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

Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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<sup>2</sup> Including temporarily absent family members

The WHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the WHA to use other than current circumstances to anticipate income when an imminent change in circumstances is expected, it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the WHA believes that past income is the best available indicator of expected future 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.

For persons who regularly receive bonuses or commissions, the WHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the WHA will use the prior year amounts. In either case the family may provide, and the WHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the WHA will count only the amount estimated by the employer. The file will be documented appropriately.

- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family

assets or a percentage of the value of such assets based on the current passbook savings rate.

- D. Any imputed income from the gifting of assets, i.e. the disposing of real property, savings, stocks, bonds, and other forms of capital investments for less than fair market value during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. Imputed income shall be calculated using the passbook rate. (See Assets Section)
- E. 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.)
- F. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as from health or accident insurance or worker's compensation are excluded.)
- G. Welfare assistance
  - 1. 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:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. 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.
  - 2. Imputed welfare income

- a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Watertown Housing Authority by the welfare agency) plus the total amount of other annual income.
- b. At the request of the Watertown Housing Authority, the welfare agency will inform the Watertown Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Watertown Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Watertown Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Watertown Housing Authority by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Watertown Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Watertown Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Watertown Housing Authority denies the family's request to modify such amount, then the Watertown Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Watertown Housing Authority's determination of the amount of imputed welfare income. The Watertown Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in

accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

g. Relations with welfare agencies

- 1). The Watertown Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Watertown Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
- 2). The Watertown Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Watertown Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Watertown Housing Authority shall rely on the welfare agency notice to the Watertown Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- H. 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.

- I. 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.)

### **11.3 ASSETS**

There is no asset limitation for participation in the public housing program. However, HUD requires that the WHA include in annual income the anticipated interest, dividends, and other net income of any kind from real or personal property.

The WHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes the WHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the WHA believes that past income is the best indicator of anticipated income.

#### ***Jointly Owned Assets***

If an asset is owned by more than one person and any family member has unrestricted access to the asset, the WHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the WHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by Massachusetts law, the WHA will prorate the asset evenly among all owners.

#### ***Checking and Savings Accounts***

For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

In determining the value of a savings account, the WHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, the WHA will multiply the value of the account by the current rate of interest paid on the account.

### *Trusts*

A *trust* is a legal arrangement generally in which one party transfers property to a second party who holds the property for the benefit of one or more third parties.

#### *Revocable Trusts*

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

#### *Nonrevocable Trusts*

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt.

## **11.3 EXCLUSIONS FROM 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;



(except payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay);

- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family;
- 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;

To qualify as a training program, the program must meet the definition of *training program* as follows: The WHA defines *training program* as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education;

- 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, resident initiatives coordination, and serving as a member of the Watertown Housing Authority governing board. 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;
  - (i) The WHA defines *training program* as a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education.
  - (ii) The WHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program.
  - (iii) In calculating the incremental difference, the WHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058. End of participation in a training program must be reported to the WHA in writing.

I. Temporary, nonrecurring or sporadic income (including gifts);

J. 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;

K. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

L. Adoption assistance payments in excess of \$480 per adopted child;

M. The incremental earnings due to employment during a cumulative 48 month period following date of the initial hire shall be excluded as self-sufficiency incentives under 24 CFR 960.255 as follows:

1. The following definitions apply for purposes of the self-sufficiency incentives:

*Baseline income.* The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of 24 CFR 966.255 of a person who is a member of a qualified family.

*Disallowance.* Exclusion from annual income.

*Previously unemployed* includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

*Qualified family.* A family residing in public housing:

Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;

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

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 the PHA 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.

## 2. Disallowance of earned income

(i). *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, the WHA will exclude from the annual income (as defined in 24 CFR §5.609) 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.

(ii) *Phase-in of rent increase.* Upon the expiration of the 12-month period defined in paragraph (b)(1) of this section and for the subsequent 12-month period, the PHA will exclude from the annual income of a qualified family 50 percent of any increase in income of such family member as a result of employment over the family member's baseline income.

(iii) *Maximum 2-year disallowance.* The disallowance of increased income of an individual family member as provided in this section is limited to a lifetime 24-month period starting from the initial exclusion.

Families eligible for and participating in the disallowance of earned income prior to May 9, 2016 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).

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

N. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

O. 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;

- P. 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
- Q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- (i) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
  - (iii) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - (v) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - (vi) Income derived from the disposition of funds to the Grand River and of Ottawa Indians (Pub. L. 94-540, section 6);
  - (vii) The first \$2000 of per capita shares received from judgment funds awarded by the National Indian Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
  - (viii) Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

- (ix) Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
- (x) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101–201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- (xi) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96–420, 25 U.S.C. 1728);
- (xii) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (xiii) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- (xiv) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- (xv) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- (xvi) Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811–16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- (xvii) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));

- (xviii) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- (xix) Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- (xx) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- (xxi) Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts (42 U.S.C. § 1437a(b)(4));
- (xxii) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.) and administered by the Office of Native American Programs;
- (xxiii) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291);
- (xxiv) Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));
- (xxv) Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013– 30 “Exclusion from Income of

Payments under Recent Tribal Trust Settlements’’ (25 U.S.C. 117b(a));  
and

(xxvi) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

The Watertown Housing Authority will not provide exclusions from income in addition to those already provided for by HUD or those stated herein.

#### ***11.4 DEDUCTIONS FROM ANNUAL INCOME***

The following deductions will be made from annual income:

A. \$480 for each dependent;

*Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are not considered dependents.

B. \$400 for any elderly family or disabled family;

An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Unreimbursed medical expenses of any elderly family or disabled family;  
and
2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of



age or older who are able to work because of such attendant care or auxiliary apparatus.

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used as a reference to determine the costs that qualify as medical expenses.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the WHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the WHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the WHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members’ incomes.

**Auxiliary apparatus:** Includes wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals” but only if these items are directly related to permitting the disabled person or other family member to work.

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained

to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

**Attendant care:** includes reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the WHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

### **Anticipating Expenses**

Generally, the WHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year, the WHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the WHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The WHA may require the family to provide documentation of payments made in the preceding year.

## **12.0 VERIFICATION**

The Watertown 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 non-citizen status.

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

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, where applicable and forms signed by the family.

Other information will be verified in the manner required by HUD utilizing the verification hierarchy as follows:

#### **Methods of Verification and Ranking Order**

Generally the HA will verify information through the six methods of verification, acceptable to HUD, in the following ranking order:

1. Enterprise Income Verification (EIV)
2. Upfront Income Verification (UIV) using non-HUD systems
3. Third-party written (may be provided by the family)
4. Third party form written
5. Third-party oral (in person or via telephone directly from the third party)
6. Certification/self-declaration

##### **a. Enterprise Income Verification**

###### ***(i) Introduction***

The HA's first choice is Enterprise Income Verification (EIV) which includes sources of information taken directly from on-line systems, such as from the Tenant Assessment Subsystem (WASS). The HA is required to use the EIV

system as a (primary) third-party source to verify tenant income information during all mandatory annual and interim reexaminations.

The Housing Authority has adopted as its Enterprise Income Verification Policy those requirements in the Enterprise Income Verification System User Manual and Security Administration Manual that are mandated as necessary and required by the HUD regulations relative to Earned Income Verification, and as said regulations may be amended from time to time.

The current version of the EIV User Manual and the Security and Procedures Guide serves to specify the Housing Authority's (HA) security procedures concerning the data downloaded from the Enterprise Income Verification System (EIV). The EIV system is used by the HA to verify tenant income upfront by comparing the tenant income data obtained from various sources such as:

- Tenant-supplied income data on HUD form 50058 and maintained in the Public Housing Information Center (PIC) databases;
- Wage information from the State Wage Information Collection Agencies (SWICA);
- Social Security and Supplemental Security Income from the Social Security Administration; and
- Income sources claimed by tenant in HA records.

The information is only to be used to verify a tenant's eligibility for participation in HUD's rental assistance program and to determine the level of assistance the tenant is entitled to receive. Data obtained through EIV system will be verified by a third-party only when the EIV data indicates a substantial income discrepancy and the tenant disputes the EIV information. In these cases, the HA must request written third party verification [24 CFR 5.236(3)(I)]. The HA will verify the effective dates of new and terminated income sources. The HA may not take any adverse action based solely on EIV data. Once the HA has verified and validated the income discrepancy, the HA will calculate the tenant retroactive rent due, if any, and initiate a repayment agreement and/or other corrective action.

Valid Income Discrepancies are those where the tenant failed to disclose an income source and/or under reported the amount of income that was effective as of the interview date of a mandatory re-examination of income; and/or the tenant failed to report a change of increase in an income source and/or income amount as required by the HA's interim re-examination policies.

Invalid income discrepancies are those discrepancies that are not a result of tenant error. These discrepancies may occur as a result of HA error, and/or incorrect EIV data. When HA error is the reason for the discrepancy the HA will reimburse the tenant or landlord the amount in error.

***(ii) Security Personnel***

The Executive Director has appointed a Security Officer to supervise the security procedures. The Security Officer's responsibilities include keeping records, logs and monitoring EIV security issues. The Security Officer reads and disseminates training materials, and trains the appropriate departmental staff concerning the handling of files containing EIV data. These materials will be disseminated prior to working with the EIV data initially as well as yearly thereafter.

Access to EIV data is limited to persons whose duties or responsibilities require access. The level of access will also be limited to the functional areas of specific users as required. Any staff member who may need access or may need to have their status revoked will be reported to the Security Officer. If there is any unauthorized use of the system, the Security Officer will notify the Executive Director immediately and secure documentation of any security violation. The Executive Director or his designee shall notify the HUD Field Office PIH Director of any unauthorized use of the system.

***(iii) Enterprise Income Verification Files***

Information from Enterprise Income Verification websites will be downloaded only with a signed HUD Form 9886 Release Waiver, signed by each Household member 18 years of age or older, on file. The data pertaining to only one family will be maintained in a file. This data will be maintained in the same confidential manner as all tenant data.

Participating Family files are kept in file cabinets in an office with a door that locks. The external entrance doors to all sites are secured. During normal operating hours, a staff member greets all visitors in the office. The general public does not have access to the room where confidential data are maintained. Visitors are always escorted by HA staff in all areas that may contain confidential data.

***(iv) Enterprise Income Verification Computer Files***

Computerized data is handled in the following manner:

1. Data downloaded from the Enterprise Income Verification system will not be saved to a hard drive.
2. If the information is saved to a local drive (recordable disc), then it must be kept separately from all HA data.
3. Any disk must be marked "Confidential."
4. Specific computers in locked areas will be used to access EIV data.
5. When possible, one printer in each office will be designated to print EIV data.
6. Printouts of EIV data will be collected from the printer immediately.

***(v) Destruction of Enterprise Income Verification Data***

The EIV data is kept in the Tenant file for at least seven (7) years. EIV data will be shredded upon completion of seven years unless it is within an initial lease packet, which requires it to be kept until the tenant moves to another unit.

Any miscellaneous or duplicate copies printed that must be destroyed prior to the three year period will also be shredded.

***(vi) EIV File Documentation***

If the family does not dispute EIV employer data, and has acceptable supporting documentation, acceptable file documentation consists of:

- The EIV income details report
- Copy of tenant-provided third party verification (i.e. pay stubs)

If the family disputes the EIV employer data and has no acceptable supporting documentation, file documentation includes:

- The EIV income details report
- Written third-party verification form

**b. Upfront Income Verification (UIV) using non-HUD systems**

In addition to the EIV System the PHA may use other up-front income verification sources to verify participant income. UIV meets the regulatory requirement for third-party verification.

c. Third-Party Written (may be provided by the family)

Written third-party verification is an original document generated by a third-party source, dated within 60 days prior to the reexamination or HA request date.

The Housing Authority requires that documents be original and authentic. They may be supplied by the family or received from a third-party source.

Examples of acceptable third-party documents provided by the family include:

- pay stubs
- payroll summary reports
- employer notice or letters of hire or termination
- SSA benefit verification letters
- bank statements
- child support payment stubs
- welfare benefit letters or printouts
- unemployment monetary benefit notice
- Veterans Administration letters
- Retirement Benefit Letters
- Investment Company Statement
- City or County Court orders
- Life Insurance Company Statement
- Investment Group Statement

The HA reserves the right to reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.

Information verified on the internet is considered by the HA to be written third-party verification if the HA is able to view and print web-based information from a reputable source on the computer screen.

d. Third-Party Form

A written third-party verification form is a standardized form which will be used to collect information from a third-party source when:

1. There is no UIV information available and the participant has no written third-party documentation to support their reported income, or
2. There is an unreported source of income or a substantial difference in reported income (\$2400 annually or more) and there are no UIV or third-party documents provided by the family to support the income discrepancy.

Third-party written verifications must be received directly from the third parties. The family will be required to sign an authorization for release of information to allow the third parties to release the requested information. Verifications received from the third party electronically via computer e-mail, by fax machine, via an on-line database system, or directly from the source, are considered by the HA to be written third-party verifications

#### e. Oral Third-Party Verification

If a PHA has requested a written third-party verification form and has not received a response within a reasonable period of time, or if written third-party verification is not possible, the PHA will attempt oral third-party verification

When a third-party oral verification is used, HA staff to note in the file:

- name of the person contacted
- date of the conversation, and the facts provided.

The HA will not delay the processing of an application beyond ten days because a third party information provider does not return the verification in a timely manner.

#### f. Tenant Declaration

If it is not possible to contact the third party by telephone due to either the agency's documented policy of not releasing information over the telephone, or unavailability of the third party, the HA will note the file and proceed to the next ranking verification source, Self-Certification. The HA will not delay the processing of an application beyond ten working days because a third-party information provider does not return the verification in a timely manner.



A notarized family certification will be accepted when no other form of verification is available. With this method of verification, an applicant or participant submits an affidavit or notarized statement to certify income or expenses that she or he has reported. A notarized self-certification means a family signed and dated affidavit/certification/statement under penalty of perjury in the presence of a notary public.

The family may be required to certify that they do not receive a particular benefit or type of income.

## 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.

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	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification and U.S Passport, 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	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	condition	
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 is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
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



Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	completion	

### ***12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS***

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

Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury.

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

For eligible noncitizens under age 62, the WHA will require documentation as required by HUD. Further, the WHA will also initiate a primary verification of the immigration status through the USCIS Verification Information System (VIS). If the USCIS system does not verify eligible immigration status, the PHA will request secondary verification within 10 days of receiving the results of the primary verification. By forwarding copies of the original USCIS documents required for the declared immigration status, attached to the USCIS document verification request form G-845S.

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

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

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

### **A. Documentation**

Social security numbers must be provided and verified for every applicant and resident household member including foster children foster adults and live in aides unless there is an exception as noted herein. Verification is performed by the WHA through HUD's automated systems. The regulations also provide penalties for failure to disclose or document social security numbers.

Exemptions are only as follows:

1. Members that are listed as non-contending family members in relation to eligible immigration status.
2. Current residents who had not previously disclosed a social security number, and who were at least 62 years old on January 31, 2010. The exemption applies at all future reexaminations, and continues if the individual transfers to a new unit or receives another form of housing assistance.

The applicant or resident family may provide any of the following as evidence of Social Security Number:

1. An original social security card issued by the Social Security Administration.
2. Documentation issued by the Social Security Administration that contains the name and SSN of the individual (e.g., a benefit award letter, Medicare card, or printout)
3. An original document showing the individual's name and social security number, issued by a Federal, State or local government agency. This could include welfare agency documents, military papers, unemployment insurance documents, or any other government-issued documentation.

The WHA may reject documents which appear to be forged, or appear to be altered, mutilated, or are not legible.

If the WHA rejects the family's documentation, the WHA will explain why the documents are not acceptable and will then request acceptable documentation within a specified time frame.

## B. Timing for Documentation

### 1. Applicant families

For applicant families, the social security number for each household member (except noncontending persons) must be disclosed and documented when program eligibility is being determined. The family may not be admitted to the program until this requirement has been met subject to the allowance for an admittance if the family is otherwise eligible and provision of extensions as noted below.

If the applicant family contains a household member that that is under the age of 6 which has been added to the household within the past six months and has not been assigned a social security number, the applicant shall be provided with a 90 day extension to disclose and verify the child's SSN. The WHA will allow an additional 90 days if it determines that failure to comply was outside the control of the family, or was due to unforeseen circumstances. The WHA must include the child as part of the household during this period and must provide the family with any related benefits such as allowances and deductions.

### 2. Resident families

If the new household member is at least six years old, or is under 6 and already has a social security number, the SSN must be disclosed and documented at the time of the request, or during processing of the interim reexamination to add the new member. The new member cannot be added to the household until this requirement is met.

If the new household member is under the age of 6 and has not been assigned a social security number, the resident must disclose and verify the child's SSN within 90 days of the child's addition to the household. The PHA must allow an additional 90 days if it determines that failure to comply was outside the control of the resident, or was due to unforeseen circumstances. The PHA must include the child as part of the household during this period and must provide the family with any related benefits such as allowances and deductions.

## ***12.5 TIMING OF VERIFICATION***

Verification information must be dated within sixty (60) days of certification or reexamination, whenever possible. 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 only verify and update those elements reported to have changed.

## ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. 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 non-citizen status will be obtained and verified in the manner stated previously.

For each family member verification of Social Security number will be obtained only once. This verification will be accomplished in the manner stated previously herein.

Income will be verified annually with the exceptions noted below:

- a. Streamlined annual reexamination for fixed sources of income (24 CFR §§960.257)**

The WHA has adopted to conduct a streamlined income determination for any family member with a fixed source of income. Non-fixed sources of income remain subject to third-party verification. Further, upon request of the family, the PHA must perform third-party verification of all income sources. This provision

pertains only to the verification of sources of income and the WHA will continue to conduct third-party verification of deductions.

The term “fixed-income” includes income from Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI); Federal, State, local, and private pension plans; and the periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The streamlined reexamination determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income will be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

This provision is available for tenants only and not applicants. In the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year of employing a streamlined income determination, the WHA will determine whether a source of income is fixed by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed. The WHA may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. The WHA will document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment is made to the previously determined income amount.

Third-party verification of fixed income amounts for all family members will be performed at least every three years. If a family member with a fixed-income source is added to the family, the WHA may elect to obtain third-party verification of all income amounts for all family members at the next



reexamination if the WHA elects to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

**b. Family declaration of assets under \$5,000 (24 CFR §960.259)**

The WHA must obtain third-party verification of all family assets upon admitting a family to the public housing program and then again at least every 3 years thereafter.

During the intervening annual reexaminations the WHA will accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then the WHA will not request supporting documentation to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets will show each asset and the amount of income expected from that asset. For this provision to apply the total amount of income expected from all assets must be less than or equal to \$5,000.

The WHA will have all family members 18 years of age and older sign the family's declaration of total assets.

Whenever a family member is added, the WHA will obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, the WHA will obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the \$5,000 asset threshold. If the addition of that family member's assets does not put the family above the \$5,000 asset threshold, then the WHA will not obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member.

## **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 income method or having their rent set at the flat rent amount.

A. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

B. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the WHA will provide them with the following information at annual lease renewal:

1. The Watertown Housing Authority's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option.

### ***13.2 THE INCOME METHOD***

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$0.00.

### **13.3 MINIMUM RENT**

The Watertown Housing Authority has set the minimum rent at \$0.00. Therefore, the exception language below is inserted in the event a higher rent minimum rent is approved at later date.

If the family requests a hardship exemption, however, the Watertown Housing Authority will suspend the minimum rent beginning the month following the family's request until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - 2. When the family would be evicted because it is unable to pay the minimum rent;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  - 4. When a death has occurred in the family.
- 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 beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with 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 Watertown Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The Watertown Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied.

This figure is adjusted annually. No later than 90 days after HUD publishes new annual FMRs, the WHA will revise flat rents as necessary based on the rent reasonableness analysis and changes to the FMR.

The WHA will establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24 CFR part 888, subpart A; or

HUD may permit a flat rent of no less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area than the FMR area referenced above.

If HUD has not determined an applicable SAFMR or unadjusted rent, the WHA must rely on the applicable FMR area referenced above or may apply for an exception flat rent under the regulations applicable thereto.

Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. If the change in flat rent will

require an increase in the tenant's rental payment which is greater than 35 percent, the WHA will phase in the rent increase pursuant to **applicable HUD guidance**.

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

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

#### **A. Continued Assistance and Temporary Deferral of Termination of Assistance**

Certain families may be receiving Continued Assistance or Temporary Deferral of Termination of Assistance if they were receiving assistance on June 19, 1995 and such assistance will be provided under the terms and conditions of the applicable regulations for such circumstances.

#### **B. Prorated Assistance**

For all other families containing one or more members ineligible for assistance under the Noncitizen Rule, the family's assistance is prorated in the following manner:

Step 1. The WHA will 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. The family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.

Step 3. The WHA will 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. The WHA will 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. The WHA will 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. The WHA will 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 WHA will use the TTP as the mixed family TTP.

### ***13.6 UTILITY ALLOWANCE***

The Watertown 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 Watertown 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 income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Watertown Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

Families with high utility costs are encouraged to contact the Watertown 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.

### ***13.7 RENT***

Rent and other charges are due and payable on the first day of the month. Rent and other charges can be paid at the main administrative office located at 55 Waverley Ave Watertown, MA 02472. WHA will not accept cash. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order. Reasonable accommodations for this requirement will be made for persons with disabilities. Terms of the lease with regard to rent payments will be enforced.

### ***13.8 OTHER CHARGES***

#### **Maintenance Costs**

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. When WHA 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 WHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to WHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

#### **Excess Utility Charges**

At developments where utilities are provided by WHA, a charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances. This charge does not apply to Tenants who pay their utilities directly to a utility supplier.

#### **Installation Charges**

Tenant may be charged for installation of tenant-supplied air conditioners.

#### **Late Charges**

A charge of \$25.00 for rent or other charges paid thirty days after the due date. WHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges in addition to rent are due no sooner than two weeks after Tenant receives WHA's written notice of the charge.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

### ***14.2 EXEMPTIONS***

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity 20 hours or more a week.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### ***14.3 NOTIFICATION OF THE REQUIREMENT***

The Watertown Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.



The Watertown Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Watertown Housing Authority shall verify such claims.

The notification will advise families that their community service obligation. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

All families must sign a certification, Attachment A of Notice PIH 2009-48, to indicate that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease.

#### ***14.4 THE PROCESS***

For families with non-exempt family members, at the time of annual lease renewal, the WHA will notify the family in writing of the family members who are subject to the community service requirement. The family will be provided with a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

#### ***14.5 NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT***

##### **A. Initial Noncompliance**

Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve-month lease term.

If the tenant or another family member has violated the community service requirement, the WHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with the WHA.

Under this agreement the tenant or noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service

or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit.

If the WHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the WHA will notify the tenant of this determination.

The notice to the tenant must briefly describe the noncompliance. The notice must state that the WHA will not renew the lease at the end of the twelve-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the WHA to cure the noncompliance, or the family provides written assurance satisfactory to the WHA that the tenant or other noncompliant resident no longer resides in the unit.

The notice will also state that the tenant may request a grievance hearing on the WHA's determination, in accordance with the WHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the WHA's nonrenewal of the lease because of the WHA's determination.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written agreement to cure the noncompliance over the 12 month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the WHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the WHA will terminate tenancy.

## **B. Continued Noncompliance**

If, after the 12-month cure period, the family member is still not compliant, the WHA will terminate tenancy of the entire family, according to the WHA's lease.

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the WHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

## ***14.7 CHANGE IN STATUS***

If an exempt individual becomes nonexempt during the twelve-month lease term, it is the family's responsibility to report this change to the WHA within 10 business days.

Within 10 business days of a family reporting such a change, or the WHA determining such a change is necessary, the WHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed.

The effective date of the community service requirement will be the first of the month following 30-day notice.

If a nonexempt person becomes exempt during the twelve-month lease term, it is the family's responsibility to report this change to the WHA within 10 business days. Any claim of exemption will be verified by the WHA.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Watertown Housing Authority may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

### **15.0 RECERTIFICATIONS**

#### **15.1 GENERAL**

At least annually, the Watertown Housing Authority will conduct a reexamination of family income<sup>3</sup> 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. At the annual recertification Tenant shall certify to compliance with the eight (8) hour per month community service requirement, if applicable.

The tenant must supply WHA with accurate information about: family composition, age of family members, income and source of income of all family members, assets, community service activities, and related information necessary to determine eligibility, annual income, adjusted income, and rent. Failure to supply such information when requested is a serious violation of the terms of the lease and WHA may terminate the lease. All information is verified. The tenant must comply with WHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The WHA will give Tenant reasonable notice of what actions Tenant must take, and of the date by which any such action must be taken for compliance. This information is used by WHA to determine the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.

The Watertown Housing Authority will send a notification letter to the family letting

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<sup>3</sup> Certain examination requirements do not occur annually and with regard to the process of streamlined recertifications and self-certification of assets under \$5000 as stated previously within those Sections of this document.

them know that it is time for their annual reexamination which will advise them of the information required for this annual process. If the family does not respond the WHA will contact the family again by letter or telephone. If the family still does not respond they will be sent a notice of private conference before proceeding to tenancy termination.

## **15.2 FLAT RENTS**

The WHA will annually offer to a family of the choice between flat and income-based rent. The WHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the annual reexamination process. The opportunity to select the flat rent will only be available at this time.

The WHA will provide sufficient information for families to make an informed choice and the dollar amount of the rent under each option.

## **15.3 THE INCOME METHOD**

During the interview, 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 Watertown Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

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

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

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner in compliance with WHA policies.

In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), WHA shall apply the increase in rent retroactive to the first of the month following the month in which the increase occurred.

#### ***15.5 INTERIM REEXAMINATIONS***

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

- A. Any increase in income or decrease in allowable expenses between annual reexaminations.
- B. A member has been added to the family through birth or adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.

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 Watertown Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

The Rent will not change during the period between regular re-examinations, unless during such period unless:

(a) The tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self sufficiency requirement. If a reduction is granted, Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.)

If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged WHA then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(b) Rent formulas or procedures are changed by Federal law or regulation.

(c) Rent Adjustments. Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

**(1)** In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

**(2)** In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

**(3)** In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), WHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

## ***15.6 INTERIM REEXAMINATION IN RELATION TO REQUESTED ADDITION TO THE LEASE***

Except as noted otherwise herein requests to add additional family or household members must be made to the WHA before such member is allowed to reside in the unit. The tenant Lease will not be revised if: (a) the new household member does not meet the criteria for admissions pursuant to WHA policy; or (b) the addition of the new household member would cause overcrowding in violation of the State Sanitary Code, and the increase in family size is not the result of birth, changes in custody, adoption, marriage or marital reconciliation; or (c) The addition of the new household member would cause overcrowding in violation of the State Sanitary Code, and the increase in family size is not the result of a return of tenant's children or parents who had previously been listed on the lease less than twelve months prior to the application to be added to the household.

The Watertown 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 meet the screening criteria, they will be advised in writing and given the opportunity for an informal 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 income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

## ***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 (0 renters) or have a temporary decrease in income, the Watertown 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***

In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner in compliance with WHA policies.



In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 calendar days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), WHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

## ***15.9 OVER INCOME IN PUBLIC HOUSING RULE***

For continued occupancy, after a family's income has exceeded the HUD established very low-income (VLI) level<sup>4</sup> for the area multiplied by 2.4 for two consecutive years, the WHA will 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 in the manner established by HUD.

The two year time limit will begin at the first annual or interim rectification effective date (for purposes of this rule the effective date shall be the date the recertification becomes effective) where the family's income exceeds the over income limit as described above. If the effective date is retroactive because the family did not report an income increase to WHA in a timely manner under WHA policy the effective date shall be the retroactive effective date. The WHA will fully document in the file when the family is over income under this provision and commence tracking as required under this rule.

The WHA will notify a family of the potential changes to monthly rent after one year of the family's income exceeding the over-income limit. This notification will inform the family that their income has exceeded the over income limit for one year and that if their income continues to exceed the over income limit for the next 12 consecutive months the family will be subject to a higher rent based on WHA policy. If the family's income decreases to a level where they are below the over income limit, they are entitled to a new 2 year grace period if the income once again exceeds the applicable over income limit.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will charge the family a rent that is equal to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the

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<sup>4</sup> . HUD's income limits are developed by HUD's Office of Policy Development and Research and are updated annually by HUD.

amount of monthly subsidy for the unit. The WHA will notify the family in writing of their new rent amount. The new rent amount will be effective the first of the 2<sup>nd</sup> month following the WHA's written notice to the family.

## **16.0 UNIT TRANSFERS**

### ***16.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To eliminate vacancy loss and other expenses due to unnecessary transfers.

### ***16.2 CATEGORIES OF TRANSFERS***

Transfers may be made in the following circumstances:

1. If determines that the size or design of the dwelling unit is no longer appropriate to Tenant's needs or based upon family composition.
2. The WHA determines it necessary to rehabilitate or demolish Tenant's unit.
3. A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a tenant with disabilities requiring such features need the unit.
4. Transfers under VAWA pursuant to the VAWA Emergency Transfer Plan.
5. The tenant has requested transfer and it has been approved by the WHA.

In the case of involuntary transfers, the Tenant shall be required to move into the dwelling unit made available by WHA. Tenant shall be given 15 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the WHA may terminate the Lease. 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. VAWA transfers are governed by the ETP and tenants will determine if the unit qualifies as a safe unit and shall not be required to transfer into a unit which the tenant has not determined to be safe.

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood or VAWA transfers<sup>5</sup> (which are further described in the ETP for victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking).

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category C: Regular administrative transfers. These transfers are made to correct occupancy standards where the unit size is inappropriate for the size and composition of the family (i.e. overcrowded or over-housed), to allow for non-emergency but medically advisable transfers, and other transfers approved by the Watertown Housing Authority when a transfer is the only or best way of solving a serious problem.

### ***16.3 DOCUMENTATION***

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer. Requirements for VAWA Transfers are addressed within the ETP.

### ***16.4 PROCESSING TRANSFERS***

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<sup>5</sup> Transfers due to Domestic Violence, Dating Violence, Sexual Assault or Stalking are addressed within the Emergency Transfer Plan (ETP) as required under the Violence Against Women Act 2013. To the extent that any of the provisions within said ETP conflict with the provisions herein the policies in the ETP shall prevail.

Transfers will be sorted by the above categories and within each category by date and time.

Transfers in category A and B and C will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B and transfers in category B will be housed before transfers in category C.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within fifteen (15) days of being informed the unit is ready to rent. The family will be allowed fifteen (15) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Watertown Housing Authority and the family rejects two offers without good cause, the Watertown Housing Authority will take action to terminate their tenancy.

## ***16.6 COST OF THE FAMILY'S MOVE***

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible

unit); or

- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.
- E. VAWA transfers.

The cost of the transfer will be borne by the Watertown Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Watertown Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

## ***16.7 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Watertown Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection. This may be waived by the WHA for good cause such as health and safety reason. This is not applicable to VAWA transfers.

## ***16.8 TRANSFER REQUESTS***

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Watertown Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Watertown Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Watertown Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## ***16.9 RIGHT OF THE WATERTOWN HOUSING AUTHORITY IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **17.0 INSPECTIONS**

An authorized representative of the Watertown 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 Watertown Housing Authority file and a copy given to the family member. An authorized Watertown 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, if applicable, can be used to offset against any Watertown Housing Authority damages to the unit.

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

The Watertown 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 Watertown Housing Authority will inspect each public housing unit annually to ensure that each unit meets HUD's Uniform Physical Condition Standards (UPCS). 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***

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Watertown Housing Authority.

#### ***17.5 HOUSEKEEPING INSPECTIONS AND STANDARDS***

Generally, at the time of annual reexamination, or at other times as necessary, the Watertown Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Tenant's failure of a second inspection will constitute a violation of the lease terms. Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

##### ***(a) Inside the Apartment***

General:

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present.
- (7) Heating units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed or properly and not left in the unit.
- (9) Entire unit should be free of rodent or insect infestation.

Kitchen:

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.



- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

#### Bathroom

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust Fans: free of dust
- (5) Floor: Should be clean and dry.

#### Storage Areas:

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

### ***17.6 NOTICE OF INSPECTION***

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Watertown Housing Authority will give the tenant at least two (48) hours written notice.

### ***17.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Watertown 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.

## **18.0 PET POLICY**

The WHA will allow animals in federal public housing under the terms and conditions as set forth in the WHA pet policy which is incorporated herein by reference or as a reasonable accommodation.

## **19.0 ONGOING OCCUPANCY MATTERS**

### ***19.1 TENANT OBLIGATIONS***

Tenants are obligated:

- (a) Not to assign the Lease, nor sublease the dwelling unit.
- (b) (1) Not to give accommodation to boarders or lodgers;  
  
(2) Not to give accommodation to long-term guests (in excess of twenty-one (21) days within a twelve (12) month period) without the advance written consent of WHA.
- (c) To use the premises solely as a private dwelling and a primary residence for the Tenant and Tenant's household as identified in the lease, and not to use or permit its use for any other purpose, except the tenant may engage in legal profit making activity with permission of the WHA, where the WHA has determined that such activities are incidental to the primary use of the leased unit for residence by members of the household.

This provision does not exclude the care of *foster children* or live-in aid of a member of Tenant's family, provided the accommodation of such persons conforms to WHA's Occupancy standards, and so long as WHA has granted prior written approval for the foster *child(ren)*, or live-in aide to reside in the unit.

- (d) To abide by necessary and reasonable regulations promulgated by WHA for the benefit and well-being of the housing project and Tenants. These regulations shall be

posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

**(e)** To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

**(f)** To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter.

**(g)** To promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. To request PHA approval in advance to add any other family member as an occupant of the unit.

**(h)** To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by WHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common.

**(i)** To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

**(j)** To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

**(k)** To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

**(l)** To act, and cause household members or guests to act in a manner that will:

**(1)** Not disturb other residents' peaceful enjoyment of their accommodations; and

**(2)** Be conducive to maintaining all WHA projects in a decent, safe, and sanitary condition.

**(m)** To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:

**(1)** Any criminal activity, including but not limited to sex offenses, on or off of the premises of the WHA that threatens the health, safety, or right to peaceful enjoyment of WHA's public housing premises by other residents or employees of WHA, or;

**(2)** Any drug-related criminal activity on or off of the premises of the housing authority. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance pursuant to federal or state law, or

**(3)** Alcohol abuse that the WHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents of the WHA.

**(n)** To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of WHA. To make no changes to locks or install new locks without WHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by WHA.

**(o)** To give prompt prior notice to WHA, of Tenant's leaving dwelling unit unoccupied for any period exceeding one calendar week.

**(p)** To act in a cooperative manner with neighbors and WHA Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and WHA staff.

**(q)** Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Massachusetts anywhere on the property of WHA.

**(r)** To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

**(s)** To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

**(t)** To refrain from erecting or hanging any antenna, satellite dish or any other device or item of any kind on or from any part of the dwelling unit without the written approval of WHA.

**(u)** To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of WHA.

**(v)** To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit on temporary or permanent basis except with the written permission of the WHA in accordance with WHA rules and policies, unless a reasonable accommodation is granted for a verified disability that warrants the possession of a service animal or companion animal.

**(w)** To refrain from, and to cause members of Tenant's household and Tenant guests to refrain from smoking in accordance with WHA policy.

**(x)** To park vehicles on WHA property in accordance with the WHA parking policy and only with a valid WHA parking permit. To remove from WHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire-lane designated and marked by WHA. Any inoperable or unlicensed vehicle as described above will be removed from WHA property at Tenant's expense. Automobile repairs are not permitted on project site.

**(y)** to use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for tenant, household members and neighbors. tenant shall notify the authority promptly of known need for repairs to his dwelling unit, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

**(z)** Not to commit any fraud in connection with any Federal or State housing assistance program.

**(aa)** Not to receive assistance for occupancy of any other unit assisted under any Federal or State housing assistance program during the term of the lease.

**(bb)** To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company and to avoid disconnection of utility service for such utilities.

**(cc)** For each adult in the Tenant household to perform at least 8 hours per month of qualifying community service (as specified by the WHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program.

**(dd)** To only keep common household pets in their dwelling units subject to the provisions of 24 CFR Part 5 Subpart C and the pet policy and rules promulgated by the WHA which are incorporated herein by reference. The tenant agrees to comply with said policy and rules; and understands that a violation of said policy or rules may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of 24 CFR Part 5 Subpart C, and other applicable regulations and state or local law.

### ***19.2 REPAYMENT AGREEMENTS***

When a resident owes the Watertown Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Watertown Housing Authority allow them to enter into a Repayment Agreement. The Watertown 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.

### ***19.3 TEMPORARILY AND PERMANENTLY ABSENT FAMILY MEMBERS***

Tenant shall report deletions (for any reason) from the household members named on the lease to the WHA in writing, within 10 days of the occurrence.

Tenant and each other household member must physically occupy the leased premises as his or her primary place of residence for at least nine (9) months during any twelve (12) month period. If a household member shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to WHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with WHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by WHA.

#### ***Individuals Confined for Medical Reasons***

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member and is considered permanently absent from the unit.

If there is a question about the status of a family member, the WHA will request verification from a responsible medical professional and will use this determination. The family may also present evidence that the family member is confined on a permanent or temporary basis.

#### ***19.4 OCCUPANCY OF DWELLING UNIT***

Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on the lease. With the prior written consent of WHA, members of the household may engage in legal profit making activities in the dwelling unit.

A tenant may have a guests for a period not exceeding twenty-one (21) days within a twelve (12) month period. Permission may be granted, upon written request to the WHA for an extension of this provision as a reasonable accommodation.

## **20.0 TERMINATION**

### **20.1 *TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### **20.2 *TERMINATION BY THE HOUSING AUTHORITY***

The Watertown Housing Authority 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 Watertown 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 such as failure to make payments due under the lease or to fulfill Tenant obligations set forth in the tenant obligation section listed above, or for other good cause. Such serious or repeated violation of terms and other good cause shall include but not be limited to:

- (1) The failure to pay rent or other payments when due;
- (2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth day of each month. Four such late payments within a 12 month period shall constitute a repeated late payment;
- (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- (4) Misrepresentation of family income, assets, or composition
- (5) Discovery after admission of facts that made the tenant ineligible;
- (6) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;



(7) Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations;

(6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

(7) Illegal or other activity which impairs the physical or social environment of the development, including but not limited to criminal activity that threatens the health, safety or right to peaceful enjoyment of any of the WHA's public housing premises by WHA tenants or employees or agents of the WHA or any drug-related criminal activity on or near the premises, or any property of the WHA including, (a) unlawfully possessing or carrying a weapon on or near WHA property, in violation of M.G.L. c. 269 s10, (b) unlawfully possessing or using an explosive or incendiary device or other explosive devices, as defined in M.G.L. c. 266 s 101, 102, 102A, and 102B, on or near WHA property, (c) use of the premises for illegal or immoral purposes by a Tenant, member of Tenant's household or invited guest of a Tenant, including without limitation the use of the premises for purposes of prostitution, assignation, lewdness, illegal gaming, or the illegal keeping, sale or manufacture of alcoholic beverages, or the illegal keeping, sale or manufacture of Class A, B, C, D, or E controlled substance, as defined in M.G.L. c. 94Cs.31 by the tenant, any member of the tenant's household, any guest of the tenant, or any person on the premises with the consent of the tenant.

(8) Any fire on WHA premises caused by carelessness or unattended cooking.

(9) Creation or maintenance of a serious threat to the health or safety of other tenants or WHA employees or agents.

(10) Drug-related criminal activity by the head of household, any member of the household, any guest of the household, taking place on or off the premises of the housing authority. Drug related criminal activity by any other person under the tenant's control engaged in on the premises,

(11) Alcohol abuse by the head of household, any member of the household, or any guest of the household which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(12) Illegal use of a controlled substance by the head of household, any member of the household, or any guest of the household that the WHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**(13)** Violation of the community service and/or self-sufficiency requirements shall be cause for the WHA not to renew the tenant's lease at the end of the twelve month lease term.

**(14)** Failure to fulfill household obligations.

**(15)** Income that exceeds the maximum allowable under the posted Admissions and Continued Occupancy Policy and/or being over the income limit for the federal public housing program as provided in 24 CFR 960.261.

**(16)** Failure to move to an appropriate sized dwelling unit upon fifteen (15) days notice of availability from the WHA.

**(17)** Failure to execute a lease or a lease addendum.

**(18)** Any member of the household has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

**(19)** Any member of the household has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

**(20)** Any member of the family is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

**(21)** Serious or repeated violation of the other material terms, conditions or covenants of the lease.

The Watertown 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.

### **20.3 *PROPERTY LEFT UPON VACATING; ABANDONMENT***

If Resident has been evicted by court order, any personal property of Resident and members of Resident's household which has been left in the Apartment shall be removed from the Apartment, stored, and thereafter disposed of in accordance with State law. Resident will be liable for the actual costs of storage, packing, moving, and constable costs in accordance with State law;

If Resident and all members of his/her household have vacated the Apartment after giving a termination notice or after WHA has given a termination notice and personal property of Resident and members of Resident's household has been left in the Apartment, WHA may treat this property as abandoned and dispose of it;

If it appears to the WHA that Resident and all members of his/her household have abandoned the Apartment without notice, WHA shall send notice to Resident in accordance with this lease and the grievance procedure, terminating the lease based on apparent abandonment of the Apartment. Should Resident not respond to such notice prior to the termination date, WHA may treat personal property left in the apartment as abandoned and dispose of it; Before WHA disposes of Resident's personal property, WHA shall notify Resident and the emergency contact person designated by Resident, if any, to receive such notice, by first class mail, properly addressed and stamped, to the last known address for such person(s), that:

- (1) The tenancy has been terminated and Resident has left personal property in the Apartment;
- (2) Resident or Resident's designee has fifteen (15) days from the date the notice is sent in which to remove the personal property before it is disposed of as abandoned property; and
- (3) Resident is liable for use and occupancy of the Apartment for the period of time that the property remains in the premises.

The WHA may make reasonable arrangements with Resident or Resident's designee to extend the period to remove the property for good cause shown.

## **21. WHA'S SAFETY AND CRIME PREVENTION MEASURES**

The WHA's Public Housing does not have a high incidence of violent and/or drug-related crime. The WHA does monitor this through its relationship with the Watertown Police Department.

## **21. WHA'S SMOKE FREE HOUSING POLICY**

The WHA's Public Housing is smoke free and the policy is attached hereto as Exhibit A and incorporated herein by reference.

## **22. VIOLENCE AGAINST WOMEN'S ACT**

### ***22.1 PURPOSE AND APPLICABILITY***

The purpose of this policy is to implement the applicable provisions of VAWA 2013 (Pub. L. 113-4, 127 Stat. 54). VAWA 2013 reauthorizes and amends VAWA 1994 (Title IV, sec. 40001-40703 of Pub. L. 103-322), which was previously reauthorized by VAWA 2000 (Pub. L. 106-386) and VAWA 2005 (Pub. L. 109-162, approved January 5, 2006, with technical corrections made by Pub. L. 109-271, approved August 12, 2006) and more generally to set forth the Watertown Housing Authority's (WHA's) policies and procedures regarding domestic violence, dating violence, stalking and sexual assault as hereinafter defined.

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### ***22.2 GOALS AND OBJECTIVES***

This Policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing the WHA properties, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, dating violence, stalking or sexual assault who are assisted by the WHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, stalking or sexual assault;
- D. Cooperating, with others, in formation and maintenance of collaborative arrangements between the HA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, stalking and sexual assault who are assisted by the WHA; and

- E. Responding in accordance with WHA policies and procedures to incidents of domestic violence, dating violence, stalking, or sexual assault affecting individuals assisted by the HA.

### **22.3 OTHER HA POLICIES AND PROCEDURES**

This Policy shall be referenced in and attached to the HA's Five-Year Public Housing Agency Plan and, where appropriate, provisions consistent with this Policy shall be incorporated in and made a part of the WHA's Section 8 Administrative Plan, Admissions and Continued Occupancy Policy and other HA policies as applicable.

To the extent any provision of this policy shall contradict any previously adopted policy or procedure of the WHA, the provisions of this VAWA Policy shall prevail.

### **22.4 DEFINITIONS**

As used in this Policy:

- A. *Actual and imminent threat* - refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.
- B. *Affiliated Individual* – means, with respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.
- C. *Bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD- covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- D. *Domestic Violence* – *Domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from

that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

- E. *Dating Violence* – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship.
- F. *Stalking* – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others or suffer substantial emotional distress.
- G. *Sexual Assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

## **22.5 ADMISSIONS AND SCREENING**

- A. *Denial of Assistance.* The WHA will not deny admission to the public housing program to any person on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, stalking, or sexual assault provided that such person is otherwise qualified for such admission.
- B. *Adverse Factors.* the WHA will not deny admission, based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. An adverse factor is any factor that can be used as a basis for denying admission. If requested by an applicant to take such information into account, the WHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence, dating violence, stalking and/or sexual assault and its probable relevance to the potentially disqualifying information.
- C. *Required Denials.* However, if a denial or termination of assistance is required by a federal statute, the WHA must comply with that statute, even if the adverse factor/reason for denial is a direct result of domestic violence, dating violence, sexual assault or stalking. For example, if the applicant is subject to a lifetime registration requirement under a State sex offender registration program, the WHA must comply with section 578 of the Quality Housing and Work Responsibility Act of 1998 and deny the applicant admission, even if the sex offense(s) was a direct result of the fact that the applicant was a victim of domestic violence, dating violence, sexual assault or stalking.

## 22.6 DENIAL OR TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, federal public housing residents have the following specific protections, which will be observed by the WHA in administration of its programs:

- i. An applicant for assistance or tenant assisted under the Public Housing may not be denied admission to or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission or occupancy.
- ii. A tenant in under the Public Housing may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.
- iii. Construction of lease terms and terms of assistance. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: (1) A serious or repeated violation of a lease executed under the Public Housing by the victim or threatened victim of such incident; or (2) Good cause for terminating the tenancy or occupancy rights under the Public Housing of the victim or threatened victim of such incident.

B. *Limitations.* The protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- i. Nothing contained in this section shall limit any otherwise available authority of the WHA to terminate tenancy, evict, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, stalking or sexual assault in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, neither the WHA may apply a more demanding standard to the victim of domestic violence, dating violence, stalking or sexual assault than that applied to other tenants.
- ii. Nothing contained in this section shall be construed to limit the authority of the WHA to evict or terminate from assistance any tenant if the WHA can demonstrate an actual and imminent threat to other tenants or to those employed

at or providing service to the property if the tenant is not evicted. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” as defined herein. Further, such eviction will occur when there are no other WHA action which may be taken to reduce or eliminate the threat.

- C. *Lease Bifurcation.* Further, notwithstanding anything in Federal, State or local law to the contrary, the WHA may bifurcate a lease or remove a household member from a lease in order to evict such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual.
- i. Such actions shall be taken in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the federal public housing program.
  - ii. This may be done without regard to whether a household member is a signatory to a lease.
  - iii. This may also be done without evicting or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.
  - iv. If such bifurcation occurs, and the removed tenant or lawful occupant was the tenant eligible to receive assistance under the housing program, the WHA shall provide any remaining tenant a reasonable time to establish eligibility under a the same or another covered program or to find alternative housing.
  - v. The reasonable time period is a period of 90 calendar days from the date of bifurcation of the lease unless statutory requirements for the covered housing program prohibit it (See vi. below). The 90-day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The WHA may extend this 90-calendar-day period in up to an additional 60 calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.
  - vi. If the document to establish eligibility is that required to establish eligible immigration status the reasonable time period is 30 days. Specifically, Section 214 of the Housing and Community Development Act of 1980 (42 USC 1436a (d) (4)) requires that assistance under the Public Housing be terminated after 30 days if the remaining family member has not submitted documentation evidencing a satisfactory immigration status or a pending appeal of a verification determination of the family members.



(See VAWA Final Rule Federal Register, Volume 81, No 221 November 16, 2016, 80724, 80773.)

## 22.7 VERIFICATION

A. *Requirement for Verification.* For those seeking protection under this Policy, the law allows the HA to verify that an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The WHA will require verification in all cases where an individual claims VAWA protection against an action involving such individual proposed to be taken by the WHA.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault can be accomplished in one of the following manners:

- i. *HUD-approved form* - by providing to the WHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD) and available from the WHA, that the individual is a victim of domestic violence, dating violence, stalking or sexual assault; that the incident or incidents in question meets the requirements of the applicable definition(s) set forth in this policy and HUD regulations. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator if the name of the perpetrator is safe to provide and is known to the victim.
- ii. *Other Document* – A document that is signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or mental health professional from whom the victim sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of abuse, in which the professional states, under penalty of perjury, that he or she believes that the abuse meets the requirements of 24 CFR 5.2003. This should also be signed by the applicant or tenant.
- iii. *Record* – by providing to the WHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local law enforcement agency, court or administrative agency record describing the incident or incidents in question.
- iv. *Statement or Other Evidence* – In the event that the information set forth above cannot be obtained the WHA retains the discretion to accept other evidence it determines to be sufficient to meet the requirements of VAWA

2013 on a case by case basis.

- B. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault, and who is requested by the WHA to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. Time for response will be extended upon a showing of good cause.
- C. *Additional third party documentation.* If the WHA receives documentation that contains conflicting information, the WHA, owner, or manager may require an applicant or tenant to submit third-party documentation. Such third party documentation shall be provided within 30 calendar days of the date of the request for the third-party documentation.

## **22.8 CONFIDENTIALITY**

*Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, stalking or sexual assault) provided to the WHA in connection with a verification required under section VII of this policy, shall be retained by the receiving party in confidence and shall not be entered in any shared database nor provided to any other entity or individual, except where disclosure is:

- i. requested or consented to by the individual in writing in a time limited release, or
- ii. required for use in an eviction proceeding, or
- iii. otherwise required by applicable law.

## **22.9 TRANSFER AND MOVES TO NEW RESIDENCE**

- A. *Application for transfer.* The opportunity to transfer in Public Housing under VAWA is described in the Emergency Transfer Policy attached hereto. Other transfer procedures not specifically addressed under VAWA regulations and within the ETP shall be addressed in accordance with standard transfer procedures.

## **22.10 RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of the WHA to cooperate with organizations and entities, both private and governmental that provide shelter and/or services to victims of domestic violence, dating violence, stalking and/or sexual assault. If WHA staff become aware that an individual assisted by the WHA is a victim of domestic violence,

dating violence, stalking or sexual assault, the WHA will provide the victim with written materials about such providers of shelter or services. However, and notwithstanding the foregoing, this Policy does not create any legal obligation requiring the WHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence, dating violence stalking and /or sexual assault or to make a referral in any particular case.

#### ***22.11 NOTIFICATION***

HUD VAWA Notice and the HUD Form will be provided to tenants at annual recertification or lease renewal after December 16, 2016 (for one year) and at the time the applicant is denied admission, at admission and with any notification of eviction.

#### ***22.12 RELATIONSHIP WITH OTHER APPLICABLE LAWS***

Nothing in this this Policy shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than that provided herein for victims of domestic violence, dating violence, stalking or sexual assault.

**EXHIBIT A: THE WATERTOWN HOUSING AUTHORITY  
SMOKE FREE**







**EXHIBIT B: THE WATERTOWN HOUSING AUTHORITY  
FEDERAL PUBLIC HOUSING EMERGENCY TRANSFER  
PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING  
VIOLENCE, SEXUAL ASSAULT, OR STALKING**



## ***I. EMERGENCY TRANSFERS***

The Watertown Housing Authority (“WHA” or “HA”) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>6</sup> the HA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>7</sup> The ability of the HA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the HA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the HA is in compliance with VAWA. This plan is applicable to the WHA ’s federal public housing program.

## ***II. ELIGIBILITY FOR EMERGENCY TRANSFERS***

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer,

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<sup>6</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>7</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### ***III. EMERGENCY TRANSFER REQUEST DOCUMENTATION***

To request an emergency transfer, the tenant shall notify the HA's management office and submit a written request for a transfer to the HA. The HA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the HA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The HA may at its discretion, ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking, in accordance with 24 CFR § 5.2007, for which the individual is seeking the emergency transfer, if the individual has not already provided documentation of that occurrence. It is the HA policy to request such information in the manner set forth within the HA's VAWA Policy.

#### ***IV. CONFIDENTIALITY***

The HA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the HA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about the HA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

#### ***V. EMERGENCY TRANSFER TIMING AND AVAILABILITY***

VAWA transfers within the same program in which the resident or participant is currently housed will be considered emergency transfers and will be housed before non-emergency transfers and before families on the PHA applicant waiting list for that same program.

The HA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The HA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The HA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the HA has no safe and available units for which a tenant who needs an emergency is eligible, the HA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the HA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## ***VI. TRANSFERS OUTSIDE OF PUBLIC HOUSING***

If you are a tenant in Public Housing and another safe unit is not immediately available you may wish to consider also applying for other forms of Housing Assistance. You will need to fill out a new application to do so. Some Housing Authorities give priority to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. Here are some options:

### ***A. HOUSING CHOICE VOUCHERS (HCVS) AND OTHER PROGRAMS***

In Massachusetts there are two centralized Waiting Lists for HCVs. You may apply for Housing Choice Vouchers online at <http://www.section8listmass.org> or you may go to one of the offices of the participating housing authorities which are also listed on a link at this site. You may also come to the WHA offices and we can provide you with a copy of an application and/or assist you to complete an application. You may also apply to the DHCD's waiting list at: <http://www.mass.gov/hed/docs/dhcd/ph/rentalapplications/sec8app.pdf>. Finally, some PHAs maintain their own waiting list. A list of PHAs is available on HUD's website at: [https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts/ma](https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts/ma). Information as to other state rental assistance programs administered by DHCD are described at <http://www.mass.gov/hed/housing/rental-assistance>.

### ***B. ANOTHER PUBLIC HOUSING DEVELOPMENT OR PROJECT BASED SECTION 8 ASSISTANCE***

You may contact another PHA and apply for Public Housing or Project Based Section 8 Assistance in addition to their Section 8 Program. A list of contact information for PHAs throughout the Commonwealth is on HUD's Web site at:  
[https://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/pha/contacts/ma](https://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/pha/contacts/ma).

DHCD manages a limited number of project-based Section 8 apartments in or near most major cities and towns throughout the state. To find out more contact the Housing Consumer Education Center website at [www.masshousinginfo.org](http://www.masshousinginfo.org)

### ***VII. POLICIES FOR A TENANT WHO HAS<sup>8</sup> TENANT-BASED RENTAL ASSISTANCE TO MOVE QUICKLY WITH THAT ASSISTANCE***

If you obtain a Housing Choice Voucher through the process described in the prior section the HA can assist you to relocate quickly with this Section 8 Assistance if you are a victim domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5.

The Housing Authority can assist you to relocate quickly with an HCV by doing the following:

- You may contact the WHA and we will inform you of any units known to the HA to be available.
- If the WHA is administering the HCV you may contact the WHA so that we can make sure that a new unit you select is inspected in an expedited manner.
- The HA will assist you to locate information from the administering HA on portability so that you may relocate with your voucher to another unit outside of the initial HA's jurisdiction.
- The WHA will assist you to execute any necessary release form so that the administering HA may work with any provider that may be assisting you to locate a new safe unit in an

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<sup>8</sup> The policies in this section relate to families that receive assistance under the tenant based HCV program. It does not confer the right to an HCV for those families not entitled to one under HA Policy or HUD regulation.

expedited manner.

### ***VIII. SAFETY AND SECURITY OF TENANTS***

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

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

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

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**ATTACHMENT A TO FEDERAL PUBLIC HOUSING ETP:  
LOCAL ORGANIZATIONS OFFERING ASSISTANCE TO  
VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING.**

Boston Area Rape Crisis Center (BARCC)  
Services Offered: Sexual Violence Services  
Office Phone: 617-492-8306  
Hotline Phone: 800-841-8371  
TTY Phone: 617-492-6434  
<http://www.barcc.org/>

The Network/La Red,  
<http://tnlr.org/en/>  
Office Phone: 617-695-0877,  
Hotline Phone: 617-742-4911,  
TTY Phone: 617-227-4911

Journey to Safety  
Services Offered: Domestic Violence  
Office Phone: 781-647-5327  
<http://www.jfcsboston.org/Our-Services/Community-Services/Journey-to-Safety-Response-to-Domestic-Abuse>

REACH Beyond Domestic Violence  
Services Offered: Domestic Violence Services  
Office Phone: 781-891-0724  
Hotline Phone: 800-899-4000  
<http://reachma.org/>

Violence Recovery Program, Fenway Health,  
<http://fenwayhealth.org/care/behavioral-health/violence-recovery/>  
Office Phone: 617-927-6250

BARCC (Boston Area Rape Crisis Center),  
<http://www.barcc.org/>,  
Office Phone: 617-492-8306,  
Hotline Phone: 800-841-8371,  
TTY Phone: 617-492-6434

SafeLink 1-877-785-2020 TTY: 1-877-521-2601

**ATTACHMENT B TO FEDERAL PUBLIC HOUSING ETP: HUD  
5383 EMERGENCY TRANSFER REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING (12/2016) AT  
[WWW.HUD.GOV/HUDCLIPS/](http://WWW.HUD.GOV/HUDCLIPS/) 5 FORMS**