



# 2026 ANNUAL PLAN

## MISSION STATEMENT

To provide eligible residents of Stark County with decent, safe and affordable housing and contribute to nourishing neighborhoods by working in partnership with the public and private sectors.

400 TUSCARAWAS STREET EAST,  
CANTON, OHIO 44702

[WWW.SMHA.ORG](http://WWW.SMHA.ORG)

## Stark Metropolitan Housing Authority 2026 Annual Plan Overview

| Attachment | Plan Elements                                               | Description                                                                                                                                        |
|------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| A          | HUD 50075-ST                                                | HUD Form                                                                                                                                           |
| B.1(b)     | Revised Plan Elements                                       | Financial Resources, Operation & Management, Grievance Procedures and Pet Policy                                                                   |
| B.1(c)     | Deconcentration                                             | SMHA ACOP Chapter 4: Tenant Selection & Assignment Plan (Deconcentration)                                                                          |
| B.2(b)     | New Activities                                              | New Activities                                                                                                                                     |
| B.3(a)     | Progress Report                                             | Progress Report – Annual Plan                                                                                                                      |
| B.3(b)     | Progress Report                                             | Progress Report – 5 Year Plan                                                                                                                      |
| B.4        | Capital Improvements                                        | Date of HUD approved plan                                                                                                                          |
| C.1        | Jurisdiction-Wide Resident Council / Resident Comments      | Jurisdiction-Wide Resident Council / Resident Comments                                                                                             |
| C.2        | HUD Form 50077-SL Certification by State or Local Officials | Stark County Commissioners, Mayor of Alliance, Canton, Massillon                                                                                   |
| C.3        | Form HUD-50077-ST-HCV-HP and CR                             | Form HUD-50077-ST-HCV-HP, PHA Certification of Compliance with the PHA Plans and Related Regulations Including Required Civil Rights Certification |
| D          | Board Resolution                                            | Approval of Submission                                                                                                                             |
| E          | Public Notice                                               | Public Advertising Notice                                                                                                                          |

ATTACHMENT A:  
HUD FORM 50075-ST

|                                                                    |                                                                                                       |                                                       |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>Annual PHA Plan</b><br><b>(Standard PHAs and Troubled PHAs)</b> | <b>U.S. Department of Housing and Urban Development</b><br><b>Office of Public and Indian Housing</b> | <b>OMB No. 2577-0226</b><br><b>Expires: 9/30/2027</b> |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------|

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services. They also inform HUD, families served by the PHA, and members of the public of the PHA's mission, goals, and objectives for serving the needs of low-, very low-, and extremely low- income families.

**Applicability.** The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form. Note: PHAs with zero public housing units must continue to comply with the PHA Plan requirements until they closeout their Section 9 programs (ACC termination).

**Definitions.**

- (1) **High-Performer PHA** - A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers (HCVs) and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, SEMAP for PHAs that only administer tenant-based assistance and/or project-based assistance, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or HCVs combined and is not PHAS or SEMAP troubled.

| <b>A.</b>          | <b>PHA Information.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |          |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |
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| <b>A.1</b>         | <p><b>PHA Name:</b> <u>Stark Metropolitan Housing Authority</u> <b>PHA Code:</b> <u>OH018</u></p> <p><b>PHA Type:</b> <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA</p> <p><b>PHA Plan for Fiscal Year Beginning: (MM/YYYY):</b> <u>04/2026</u></p> <p><b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p><b>Number of Public Housing (PH) Units</b> <u>2370</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>1895</u></p> <p><b>Total Combined Units/Vouchers</b> <u>4265</u></p> <p><b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Public Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA and should make documents available electronically for public inspection upon request. PHAs are strongly encouraged to post complete PHA Plans on their official websites and to provide each resident council with a copy of their PHA Plans.</p> <p><b>How the public can access this PHA Plan:</b> Central Office – 400 Tuscarawas Street E., Canton, OH 44702 AMP 110 – Hart Apartments, 130 E. Simpson Street, Alliance, OH 44601 AMP 210 – Mahoning Manor, 1800 Regent Avenue NE, Canton, OH 44705 AMP 220 – Ellisdale Homes, 3809 31st Street NE, Canton, OH 44705 AMP 310 - 718 Cleveland Avenue SW, Canton, OH 44702 AMP 410 – 1711 16th Street SE, Massillon, OH 44646 AMP 510 - Linwood Acres, 3331 14th Street SW, Canton, OH 44710 AMP 520 - Girard Gardens, 2215 Tuscarawas Street E, Canton, OH 44707 AMP 610 – Jackson Sherrick Homes, 1315 Gonder Avenue SE, Canton, OH 44707 AMP 720 – Constitution Hall, 1328 E. Main Street, Louisville, OH 44641 AMP 810 – Plaza Terrace Apartments, 716 30th Street NW, Canton, OH 44709 AMP 820 – Lincoln Apartments, 815 Lincoln Way East, Massillon, OH 44646</p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |                                 | PH                           | HCV |  |  |  |  |  |  |
| Participating PHAs | PHA Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |          |                             |                                 | Program(s) in the Consortia  | Program(s) not in the Consortia | No. of Units in Each Program |     |  |  |  |  |  |  |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | PH                 | HCV      |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |          |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |
| <b>B.</b>          | <b>Plan Elements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                    |          |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |

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| <p><b>B.1</b></p> | <p><b>Revision of Existing PHA Plan Elements.</b></p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y   N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Operation and Management.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p><b>Financial Resources.</b><br/>Revised to include reduction in Public Housing Operating Subsidy and Capital Fund program, Family Self Sufficiency, HCVP programs. Neighborhood Choice Planning grant has been removed from 2026 Financial source.</p> <p><b>Operation and Management.</b><br/>Admissions and Continued Occupancy Policy (Operation and Management) – The Admissions and Continued Occupancy Policy Chapters 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 14, 18, and 19 have all been updated to reflect current HUD regulations, improve clarity, and strengthen consistency in program administration. Updates to these chapters include policy clarification, language refinements, and procedural adjustments to ensure compliance, promote fairness, and better serve residents. 2. HCV Administrative Plan (Operation and Management) – The HCV Administrative Plan waitlist preferences have been updated.</p> <p><b>Grievance Procedures.</b><br/>Chapter 13 of the Admissions and Continued Occupancy Policy (ACOP) has been revised to provide residents with additional time to request a grievance hearing and to allow the Hearing Officer additional time to issue a written determination. These updates are intended to ensure due process, enhance fairness, and align SMHA's grievance procedures with best practices.</p> <p><b>Pet Policy.</b><br/>Chapter 10 of the Admissions and Continued Occupancy Policy (ACOP) has been revised to reflect a non-refundable pet fee of \$250.00</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p> |
| <p><b>B.2</b></p> | <p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's applicable Fiscal Year?</p> <p>Y   N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Choice Neighborhoods Grants.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Program under Section 32, 9 or 8(Y)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            | <div data-bbox="196 114 1404 347"> <input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.<br/> <input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.<br/> <input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.<br/> <input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.<br/> <input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.<br/> <input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).         </div> <div data-bbox="196 383 1441 539"> <p>(b) If any of these activities are planned for the applicable Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> </div> <div data-bbox="196 575 616 633"> <p><b>Choice Neighborhoods Grants.</b><br/>See Attachment B.2 - "New Activities"</p> </div> <div data-bbox="196 669 616 728"> <p><b>Demolition and/or Disposition.</b><br/>See Attachment B.2 - "New Activities"</p> </div> <div data-bbox="196 763 778 822"> <p><b>Units with Approved Vacancies for Modernization.</b><br/>See Attachment B.2 - "New Activities"</p> </div> |
| <b>B.3</b> | <div data-bbox="196 907 391 938"> <p><b>Progress Report.</b></p> </div> <div data-bbox="196 972 1473 1030"> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> </div> <div data-bbox="196 1066 1061 1097"> <p><b>See Attachment B.3 (a) &amp; (b) - Progress Report: Annual Plan &amp; 5 Year Plan</b></p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>B.4</b> | <div data-bbox="196 1146 1449 1205"> <p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> </div> <div data-bbox="196 1240 1249 1272"> <p><b>Please see the 2022-26 5-Year Capital Action Plan in EPIC approved by HUD on 09/02/2025.</b></p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>B.5</b> | <div data-bbox="196 1346 552 1377"> <p><b>Most Recent Fiscal Year Audit.</b></p> </div> <div data-bbox="196 1411 807 1442"> <p>(a) Were there any findings in the most recent FY Audit?</p> </div> <div data-bbox="196 1471 328 1503"> <p>Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> </div> <div data-bbox="196 1538 480 1570"> <p>(b) If yes, please describe:</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>C.</b>  | <div data-bbox="196 1691 799 1722"> <p><b>Other Document and/or Certification Requirements.</b></p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>C.1</b> | <div data-bbox="196 1760 703 1792"> <p><b>Resident Advisory Board (RAB) Comments.</b></p> </div> <div data-bbox="196 1825 770 1856"> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> </div> <div data-bbox="196 1886 328 1917"> <p>Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> </div> <div data-bbox="196 1953 1444 2018"> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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| <b>C.2</b> | <b>Certification by State or Local Officials.</b><br><br>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.                                                                                                                                                                                   |
| <b>C.3</b> | <b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b><br><br>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i> , must be submitted by the PHA as an electronic attachment to the PHA Plan.                             |
| <b>C.4</b> | <b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.<br><br>(a) Did the public challenge any elements of the Plan?<br><br>Y <input type="checkbox"/> N <input checked="" type="checkbox"/><br><br>(b) If yes, include Challenged Elements. |
| <b>C.5</b> | <b>Troubled PHA.</b><br><br>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?<br><br>Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input checked="" type="checkbox"/><br><br>(b) If yes, please describe:                                                                                                                                                       |

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 5.64 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**Form identification:** OH018-Stark Metropolitan Housing Authority Form HUD-50075-ST (Form ID - 6768)  
printed by Kristi Wollam in HUD Secure Systems/Public Housing Portal at 12/16/2025 09:10AM EST

**ATTACHMENT B.1(a) and (b):  
REVISION OF EXISTING PLAN ELEMENTS**

## Stark MHA – PHA Code: OH018

### B. 1 (2026 ANNUAL PLAN REVISION TO EXISTING PHA PLAN ELEMENTS)

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Revision of Existing PHA Plan Elements

(a) Have the following PHA Plan elements been revised by the PHA?

- Y – Financial Resources.
- Y – Operation and Management.
- Y – Grievance Procedures.
- Y – Pet Policies.

(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):

- **Financial Resources** – Revised to include reduction in Public Housing Operating Subsidy and Capital Fund program, Family Self Sufficiency, HCVP programs. Neighborhood Choice Planning grant has been removed from 2026 Financial source.
- **Admissions and Continued Occupancy Policy (Operation and Management)** – The Admissions and Continued Occupancy Policy Chapters 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 14, 18, and 19 have all been updated to reflect current HUD regulations, improve clarity, and strengthen consistency in program administration. Updates to these chapters include policy clarification, language refinements, and procedural adjustments to ensure compliance, promote fairness, and better serve residents.
- **HCV Administrative Plan (Operation and Management)** – The HCV Administrative Plan waitlist preferences have been updated.
- **Grievance Procedures** – Chapter 13 of the Admissions and Continued Occupancy Policy (ACOP) has been revised to provide residents with additional time to request a grievance hearing and to allow the Hearing Officer additional time to issue a written determination. These updates are intended to ensure due process, enhance fairness, and align SMHA's grievance procedures with best practices.
- **Pet Policies** – Chapter 10 of the Admissions and Continued Occupancy Policy (ACOP) has been revised to reflect a non-refundable pet fee of \$250.00.

# ATTACHMENT B.1(b): REVISION OF EXISTING PLAN ELEMENTS

## FINANCIAL RESOURCES

Plan Element B.1 - Financial Resources

| SMHA Financial Resources: Planned Sources and Uses Annual Plan 2026 |                |                                                  |
|---------------------------------------------------------------------|----------------|--------------------------------------------------|
| Sources                                                             | Amount Planned | Planned Activities                               |
| 1. Federal Grants (FY2026 grants)                                   |                |                                                  |
| Public Housing Operating Fund                                       | \$10,400,000   |                                                  |
| Public Housing Capital Fund                                         | \$5,800,000    |                                                  |
| Section 8 Housing Choice Voucher Programs                           | \$12,300,000   |                                                  |
| Resident Opportunity and Self-Sufficiency Grant (ROSS)              | \$68,900       |                                                  |
| Family Self Sufficiency (FSS)                                       | \$79,800       |                                                  |
|                                                                     |                |                                                  |
| 2. Prior Year Federal Grants (unobligated fund)                     |                | Public Housing Capital Improvements, Development |
| 2024 Capital Fund                                                   | \$1,600,000    |                                                  |
| 2025 Capital Fund                                                   | \$5,150,000    |                                                  |
|                                                                     |                |                                                  |
|                                                                     |                |                                                  |
| Subtotal - Federal Grants                                           | \$35,398,700   |                                                  |
| 3. Public Housing Dwelling Rental Income                            | \$6,100,000    | Public Housing Operations                        |
|                                                                     |                |                                                  |
| 4. Other Income (list below)                                        |                | Public Housing Operations                        |
| Tenant fees, non-dwelling rent, Laundry, etc.                       | \$185,000      |                                                  |
| Interest on Investments                                             | \$150,000      |                                                  |
| Subtotal                                                            | \$6,120,000    |                                                  |
| 5. Non-Federal Sources (list below)                                 | \$0            |                                                  |
| Total Resources                                                     | \$41,518,700   |                                                  |

ATTACHMENT B.1(b):  
REVISION OF EXISTING PLAN ELEMENTS

OPERATION AND MANAGEMENT  
(Admissions and Continued Occupancy Policy)

# Stark Metropolitan Housing Authority

## Admissions and Continued Occupancy Policy (ACOP)



# Stark Metropolitan Housing Authority

"Quality Affordable Housing in Decent, Safe, and Nourishing Neighborhoods"

400 Tuscarawas Street East

Canton, OH 44702

Phone: (330)-454-8051

Fax: (330)-454-8065

[www.starkmha.org](http://www.starkmha.org)

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## Chapter 1

### STATEMENT OF POLICIES AND OBJECTIVES

#### **INTRODUCTION**

The Stark Metropolitan Housing Authority, Ohio is referred to as "PHA" or "Housing Authority" or "SMHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the SMHA Personnel Policy, CWA, and SMHA's Admissions and Continued Occupancy Policy. The administration of the SMHA's housing program will also meet the requirements of the Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing Laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Parts 1, 5, 8, 100, 900-966, and V, VII and IX. (Code of Federal Regulations).

#### **A. STARK METROPOLITAN HOUSING AUTHORITY'S MISSION STATEMENT**

"To provide eligible residents of Stark County with decent, safe and affordable housing and contribute to nourishing neighborhoods by working in partnership with the public and private sectors."

#### **B. LOCAL OBJECTIVES**

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that SMHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

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

To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for tenants and their families.

To avoid concentrations of economically and socially deprived families in any one or all of the SMHA's public housing developments.

To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to SMHA's employees.

To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in SMHA's jurisdiction.

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

To facilitate the judicious management of SMHA's housing inventory, and the efficient management of SMHA staff.

To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability, sexual orientation (LGBT) or familial status.

#### **C. PURPOSE OF THE POLICY**

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for SMHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and SMHA.

SMHA's Board of Commissioners must approve the original policy and any changes. This required document is provided to HUD with the submission of the Agency Plan.

#### **D. FAIR HOUSING POLICY**

##### **Nondiscrimination**

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

While HOTMA did not revise existing Fair Housing or Civil Rights requirements, SMHA is reminded to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a) and 24 CFR § 982.53, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) and 24 CFR Part 1
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Fair Housing Act (42 U.S.C. §§3601-3631) and 24 CFR Parts 100, 108, and 110
- Executive Order 11063 on equal opportunity in housing and 24 CFR Part 107
- Executive Order 13166 on improving access to services for persons with limited English proficiency
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and 24 CFR Part 8
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107) and 24 CFR Part 146
- Title II of the Americans with Disabilities Act (42 U.S.C. §§12131-12134), 28 CFR 35
- Voluntary Compliance Agreement (VCA) between HUD and SMHA
- VAWA 2013
- Limited English Proficiency
- All applicable state and local laws and ordinances

These requirements prohibit discrimination on the basis of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, disability, age, and marital status. SMHA must also comply with Title III of the Americans with Disabilities Act of 1990, as applicable (see 28 CFR part 36).

When an assisted household includes a person with disabilities, a reasonable accommodation may be necessary. A reasonable accommodation is a change, exception, or adjustment to rules, policies, practices, or services that may be necessary in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas, or to participate in or access programs and activities.

Under Section 504, reasonable accommodations may also include a structural change to a unit, or to a public or common use area. In addition, the SMHA must provide effective communication to persons with disabilities, including those with vision, hearing, and other communication-related disabilities, which includes ensuring that information is provided in appropriate accessible formats as needed (e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible Web sites; and other accessible electronic communications). See 24 CFR § 8.6.

SMHA must also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). LEP guidance and LEP information is available at:

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<https://www.federalregister.gov/documents/2007/01/22/07-217/final-guidance-to-federal-financial-assistance-recipients-regarding-title-vi-prohibition-against>.

In addition, SMHA must comply with the Violence Against Women Act (VAWA), HUD's implementing VAWA regulation at 24 CFR part 5 – subpart L, and applicable program regulations.

SMHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, sexual orientation, marital status, or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction or in the use or occupancy thereof.

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

The PHA's locations are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the Ohio Relay telephone service provider.

SMHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, sexual orientation, or national origin:

- Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

- Provide housing that is different than that provided others.

- Subject a person to segregation or disparate treatment.

- Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.

- Treat a person differently in determining eligibility or other requirements for admission.

- Deny a person access to the same level of services.

- Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

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

SMHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, SMHA will make such physical or procedural changes as will reasonably accommodate people

with disabilities.

SMHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

SMHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, SMHA will make structural modifications to its housing and non-housing facilities (required, 24 CFR §§8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (required, 24 CFR §100.204) to permit people with disabilities to take full advantage of SMHA's programs and services.

- 1) In making existing housing programs (see 24 CFR §8.24) or alterations to existing facilities (see 24 CFR §8.23(b)) to be readily accessible to and usable by individuals with handicaps, SMHA is not required to:
  - (a) Make each of its existing facilities accessible (24 CFR §8.24(a)(1)), or make structural changes when other methods can be demonstrated to achieve the same effect; (24 CFR §8.24 (b))
  - (b) Make building alterations that require the removal or altering of a load-bearing structural member; (24 CFR § 8.32 (c))
  - (c) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible dwelling units ("units") above or below the accessible grade level; or (24 CFR § 8.26)
  - (d) Take any action that results in a fundamental alteration in the nature of the program or results in undue financial and administrative burdens. (24 CFR § 8.24(a)(2))
- 2) When SMHA is making substantial alterations (defined in 24 CFR § 8.23 as alterations to a development that has 15+ units and the cost is 75% or more of the replacement cost of the completed facility) to an existing housing facility, SMHA is not required to:
  - (a) Provide an elevator in any multifamily housing development solely for the purpose of locating accessible units above or below the accessible grade level; (24 CFR §8.26)
  - (b) Make building alterations that require the removal or altering of a load-bearing structural member; or (24 CFR §8.32 (c))
  - (c) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. "Structural impracticability" is defined as: Changes

having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. (24 CFR §8.32(c) and Appendix A to Part 40, Uniform Federal Accessibility Standards (UFAS) 3.5 and 4.1.6(3))

- 3) Note that the undue burdens test above is not applicable to housing undergoing substantial alteration.

### **VCA Agreement**

1. Unless otherwise agreed by HUD pursuant to HUD's approval of SMHA's UFAS-Accessible Unit Plan, described in paragraph IV. C. above, SMHA will demonstrate the completion of:

a. a minimum of 43 UFAS-Accessible Units for individuals with mobility impairments and 17 UFAS-Accessible Units for individuals with hearing or vision impairments, as described in Paragraph IV. C. no later than 7/1/2011;

b. a minimum of an additional 43 for individuals with mobility impairments and 17 UFAS- Accessible Units for individuals With hearing or vision impairments, by 7/1/2012 or, a cumulative minimum of 86 units for individuals with mobility impairments and a cumulative minimum of 34 units for individuals With hearing or vision impairments by 7/1/2012;

c. a minimum of an additional 42 for individuals with mobility impairments and 17 UFAS Accessible Units for individuals with hearing or vision impairments, by 7/1/2013 for a cumulative total of 128 units for individuals with mobility impairments and a cumulative total of 51 units for individuals with hearing or vision impairments by 7/1/2013.

d. SMHA will continue to fulfill the requirements on accessible units until satisfying the 5% accessible and 2% hearing impaired requirements for public housing units.

### **Affirmative Marketing**

As conditions may require, SMHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. SMHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts SMHA may engage in depending on the situation are the following:

Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

Special outreaches to minorities, persons with disabilities and very low-income families.

Distribute pamphlets and brochures.

Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.

Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

SMHA will monitor the benefits received as a result of the above activities, and will increase or decrease the outreach activities accordingly.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. If language is a problem, brochures may be printed in Spanish or other languages as required.

#### **Operations**

In order to further the objectives of nondiscrimination, SMHA shall:

Include in the admissions briefings for all SMHA programs a section on compliance with Civil Rights laws. The briefings shall explain to all participants what should be done if they believe they have been discriminated against.

Prominently display Fair Housing posters in every development office owned by SMHA and in SMHA's administrative offices. Such posters shall be posted in such a manner as to be easily readable from a wheelchair.

Use the Equal Housing Opportunity logo and/or statement in all advertising and in all marketing publications of SMHA. SMHA shall be particularly conscious of human models used in its publications so as to avoid signaling any sense of discrimination.

SMHA shall use the local relay service from the local telephone relay service provider:

**Ohio Relay Service Dial - (800) 750-0750.**  
**National Relay Service - 711**

As many publications as feasible shall be printed both in English and in Spanish or any other languages as may be commonly spoken within the jurisdiction. SMHA will try to employ staff with bi-lingual language capabilities in English and Spanish or any other language as may be commonly spoken within the SMHA jurisdiction or maintain a relationship with agencies that can perform the service.

#### **E. SERVICE AND ACCOMMODATIONS POLICY**

It is the policy of the SMHA to provide courteous and efficient service to all applicants for housing assistance. In that regard, the SMHA will endeavor to accommodate persons with disabilities, as well as those persons with language and literacy barriers.

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with SMHA, when SMHA initiates contact with a family including when a family applies, and when SMHA schedules or reschedules appointments of any kind.

It is the policy of SMHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

SMHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on SMHA forms and letters to all families, and all requests will be verified so that the SMHA can properly accommodate the need presented by the disability.

**Violence Against Women Act (VAWA)**

Nothing contained herein is to be construed nor will it be interpreted to violate applicable sections of Violence Against Women Act (Public Law 109-162), in agency plans, denial of assistance, termination of tenancy or lease, denial of moves, certifications, confidentiality and notification.

**Federal Americans with Disabilities Act of 1990**

With respect to an individual, the term "disability," as defined by the 1990 Act means:

A person with a physical or mental impairment that substantially limits one or more of the major life activities of an individual;

Has a record of such impairment; or is regarded as having such impairment. (The disability may not be apparent to others, i.e., heart condition).

**Undue Hardship**

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an "undue financial and administrative burden" for SMHA, meaning an action requiring "significant difficulty or expense."

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

The nature and cost of the accommodation needed;

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The overall financial resources of the facility or facilities involved in the provision of reasonable accommodation.

The number of persons currently employed at such facility, the number of families likely currently to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

If more than one accommodation is equally effective in providing access to the SMHA's programs and services, the SMHA retains the right to select the most efficient or economical choice.

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

**Interpretation for Visual or Audible Impairments**

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

**Verification of a Request for Accommodation**

All requests for accommodation or modification of a unit will be verified with a reliable, knowledgeable professional: (A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third part who is in a position to know about the individual's disability, may also provide verification of a disability).

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

(Recertifications are completed by mail in).

**Reasonable Accommodation**

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

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

**Application Process**

For purposes of this section, the SMHA will make the following types of accommodations to persons with disabilities to facilitate the application process:

Permitting the submission of applications or certification forms via mail.

Permitting an authorized designee to participate in the application or certification process.

Providing assisted listening devices/ a certified sign language interpreter/ a Braille interpreter to facilitate the application or certification process.

### **Home Visits**

When requested and where the need for reasonable accommodation has been established, the SMHA will conduct home visits to residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received by the SMHA at least 30 days before the scheduled appointment date in order for the request to be considered.

### **Interpretation for Visual or Audible Impairments**

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

### **Stark Metropolitan Housing Authority Effective Communication Policy**

Pursuant to 24 CFR 8.6 Stark Metropolitan Housing Authority ("SMHA") will take appropriate steps to ensure effective communication with applicants, beneficiaries and members of the public. In so do, SMHA will do the following:

Provide appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance.

Determine what auxiliary aids and services are necessary and give primary consideration to the requests of the individual with disabilities.

However, SMHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of personal nature.

Upon request, SMHA will communicate with applicants and participants in writing and/or by telephone, telecommunication devices for deaf persons (TDD's) and/or any other equally effective communication system.

SMHA will adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities and facilities.

However, SMHA will not take any action that will result in a fundamental alteration in the nature

of a program or activity or cause undue financial and administrative burdens.

If an action would result in the alteration in the nature of a program or activity or in undue financial administrative burdens, SMHA will take alternative actions that will not result in an alteration in the nature of a program or activity or cause undue financial and administrative burdens.

And, in any event, SMHA will ensure that, to the maximum extent possible, individuals with disabilities receive the benefits and services of the programs and/or activities receiving HUD assistance.

### **Other Accommodations**

The SMHA utilizes organizations that provide assistance for hearing- and sight-impaired persons when needed.

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, SMHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- Second, if there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under SMHA's control, who has a disability that requires the special features of the vacant accessible unit;
- Third, if there is no current resident who requires the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit;
- Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the SMHA will offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the SMHA may require the applicant to execute a lease that requires the resident to relocate, at the SMHA's expense, to a non-accessible unit within thirty (30) days of notice by the SMHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 CFR § 8.27. Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, HUD strongly encourages recipients to incorporate it into the lease, which is included by reference in the ACOP. By doing so, the SMHA may not have to retrofit additional units because accessible units are occupied by persons who do

not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that their program is usable and accessible to persons who need units with accessible features. See 24 CFR 8.20. Before occupying with an able-body in the unit, the SMHA will over-house a disabled family qualifying for the unit, with the understanding that they will move to an appropriate sized accessible unit when one becomes available.

**F. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

**Overview**

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the public housing program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published January 22, 2007 in the *Federal Register*.

The SMHA 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).

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the 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 PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

**Oral Interpretation**

All oral interpretation will be communicated by an adult of at least 18 years of age. In a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will generally offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

**SMHA Policy**

The SMHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may

not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, the SMHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHA's, and will standardize documents. Where feasible and possible, the PHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

### **Written Translation**

Translation is the replacement of a written text from one language into an equivalent written text in another language.

#### **SMHA Policy**

In order to comply with written-translation obligations, the SMHA will take the following steps:

The SMHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the SMHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These "safe harbor" provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP persons through competent oral interpreters where oral language services are needed and reasonable.

SMHA will use the written documents supplied by HUD, whenever possible. All documents will be clearly marked "For Informational Purposes Only". All documents that will be executed for the files and program requirements will be in English.

### **Implementation Plan**

After completing the four-factor analysis and deciding what language assistance services are appropriate, the SMHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the SMHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the SMHA's public housing program and services.

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**SMHA Policy**

If it is determined the SMHA serves very few LEP persons, and the SMHA has very limited resources, the SMHA will not develop a written LAP, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. If SMHA determines that it serves or is under-serving LEP persons because of language barriers and SMHA has the available resources, the SMHA will develop a LAP. SMHA will use entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants. These entities will be contacted for input into the process.

If the SMHA determines it is appropriate to develop a written LAP, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LAP.

**G. LANGUAGE ASSISTANCE**

The SMHA will provide readers to assist persons with literacy barriers in completing the application and certification process.

The SMHA will refer persons with literacy barriers to Language Line for assistance with the completion of the application and certification process.

**H. PUBLIC HOUSING MANAGEMENT ASSESSMENT SYSTEM (PHAS)**  
**OBJECTIVES [24 CFR 901 & 902]**

SMHA operates its public housing program efficiently and can demonstrate to HUD or independent auditors that SMHA is using its resources in a manner that reflects its commitment to quality and service. SMHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 final published regulations.

SMHA is continuously assessing its program and consistently strives to make improvements. The SMHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. SMHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

**I. FAMILY OUTREACH**

SMHA will publicize and disseminate information to make known the availability of housing units and housing-related services for low-income families on a regular basis.

SMHA will communicate the status of housing availability to other service providers in the

community. SMHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

SMHA will accept referrals from local providers for available housing. SMHA will determine housing eligibility factors of the applicants.

**J. QUALITY HOUSING AND WORK RESPONSIBILITY ACT (QHWRA)**

SMHA shall comply with the Quality Housing and Work Responsibility Act of 1998 (QHWRA). QHWRA amends the Housing Act of 1937 to include the following operational practices of the Public Housing program:

Deregulation and decontrol of public housing agencies, enabling agencies to perform as property and asset managers;

Flexibility in use of Federal assistance to enable the agency to leverage and combine assistance amounts with amounts obtained from other sources;

The facilitation of mixed income communities and the deconcentration of poverty;

An increased accountability to HUD with rewards for effective management of the Public Housing programs; and

Ability to create incentives and economic opportunities for residents of Public Housing to work, become self-sufficient.

**K. FEDERAL PRIVACY ACT**

SMHA's practices and procedures are designed to safeguard the privacy of applicants and residents.

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

SMHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Files will never be left unattended or placed in common areas.

Criminal Background check information will be kept in a separate file with access only by persons authorized by local law enforcement and SMHA. Upon making a determination of eligibility, the criminal background check information will be destroyed, unless prevented by State statutes or

other laws that would prevent the SMHA from destroying said document.

Any and all information which would lead one to determine the nature and/or severity of a person's disability will not be placed in applicant or tenant files, but must be returned or destroyed. The personal information will be reviewed by the authorized SMHA representative, review of documents will be noted in the file and the originals will be returned to the applicant/tenant. If there is a need to maintain this information, it must be kept in a separate folder and marked "confidential". All requests for access and granting of accommodations based on this information must be approved by the staff person designated by the Executive Director. The personal information must not be released except on an "as needed" basis in cases where an accommodation is under consideration.

SMHA staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether s/he has relatives living in Public Housing or assisted housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

#### L. POSTING OF REQUIRED INFORMATION

SMHA will maintain bulletin boards in conspicuous areas of the Administrative Office and the individual site development offices. The bulletin boards will contain:

- Admissions and Continued Occupancy Policy (ACOP)

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#### A notice indicating where the SMHA Five-Year Plan and Annual Plan may be reviewed, Information on How to Apply for Housing

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- Directory of SMHA's housing sites including names, address of offices and office hours at each facility

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**Deleted:** Information on application taking

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- Income limits for admission

- Current schedule of routine maintenance charges

- A copy of the lease

- House Rules and Housekeeping Standards

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- Pet Policy

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- SMHA's grievance procedures

- A Fair Housing Poster

- An Equal Opportunity in Employment poster

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- Required Public Notices
- Notices of Board Meetings
- 
- Schedule of Utility Allowances (if applicable)
- 
  - Language Access Plan
  - Criminal Background Screening Policy
  - Banned List- if required
  - Public Housing Assessment System (PHAS) Scores
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#### M. TERMINOLOGY

The Stark Metropolitan Housing Authority is referred to as "PHA" or "Housing Authority" or "SMHA" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant" or and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lessee to the SMHA as the landlord.

"Landlord" refers to the SMHA.

"Disability" is used where "handicap" was formerly used.

"Noncitizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

## Chapter 2

### ELIGIBILITY FOR ADMISSION [24 CFR Part 960, Subpart B]

#### **INTRODUCTION**

This Chapter defines both HUD's and SMHA's criteria for admission and denial of admission to the program. The policy of SMHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. SMHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and SMHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SMHA pertaining to their eligibility.

Basic eligibility. An applicant must meet all eligibility requirements in order to receive housing assistance. At a minimum, the applicant must be a family, as defined in § 5.403 of this title, must be income-eligible, as described in this section, and must meet the net asset and property ownership restriction requirements in 24 CFR § 5.618. Such eligible applicants include single persons.

#### **Exemption from Eligibility Requirements for Police Officers and Other Security Personnel**

The Authority shall be permitted to admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

Before SMHA would be permitted to house police officers or other security personnel under this provision and as added in the five-year plan, SMHA would submit to HUD the Housing Authority's standards and criteria for approval/waiver of admission criteria in accordance with 24 CFR 960.501.

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

It is SMHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

Is a family as defined by regulation.

Where at least one member of the household is either a U.S. citizen or is an eligible non-citizen. (24 CFR Part 5, Subpart E).

Has an Annual Income at the time of admission that does not exceed the low-income limits

for occupancy established by HUD and posted separately in the SMHA offices.

The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low-income limit (80% of median area income) and the SMHA is required to meet the annual 40% targeted income requirement of extremely low-income families (families whose income does not exceed 30% of median area income or the poverty rate- whichever is the greater of the two). It is the policy of the SMHA to meet the income-targeting requirement.

Provides a Social Security number (SSN) for all family members that have a SSN for anyone declaring eligibility or will provide written certification that they do not have Social Security numbers for anyone that is not declaring eligibility for the program;

Must meet the net asset and property ownership restriction requirements in § 5.618.

Meets or exceeds the standards for the criminal background check;

Meets the criteria that the head of household is of legal age to execute the required contracts;

Is not on the SMHA banned list;

Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

**Timing for the Verification of Qualifying Factors**

The qualifying factors of eligibility will be verified when the family applies and certain items re-verified when the family has been offered housing and is preparing to sign a lease.

**B. FAMILY COMPOSITION**

**Definition of Family**

The applicant must qualify as a Family.

*Family* includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be:

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

(2) A group of persons residing together, and such group includes, but is not limited to:

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

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family is eligible;

Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with a live-in aide is a family;

Two or more near-elderly persons living together, or one or more near-elderly persons living with a live-in aide.

The definition of “family” in the HOTMA rule incorporates revisions made to the 1937 Act by the Fostering Stable Housing Opportunities provisions of the Consolidated Appropriations Act, 2021, which expands the definition of “single persons.” Due to the modification of the statute prior to the HOTMA rule, HUD is making a conforming change to 24 CFR § 5.403 to align with the new statutory language.

For the purposes of the definition of a qualified family and admission of a single higher education student, the restrictions on assistance to students enrolled in an institution of higher education does not apply to public housing.

#### **Head of Household**

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

Emancipated minors who qualify under State law will be recognized as head of household if there is a court order recognizing them as an emancipated minor.

Persons who are married are legally recognized as adults under State law.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Family, provided that the person is at least partially responsible for paying the rent (has income).

**Spouse of Head**

Spouse means the husband or wife of the head. The spouse is equally responsible for the lease with the Head of Household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

**Co-head**

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

**Live-In Aide**

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

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

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

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

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

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

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

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

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

Family members of a live-in aide may also reside in the unit, providing that the presence of the family member(s) does not overcrowd the unit. The family will be eligible to increase the bedroom

size by one bedroom to accommodate the live-in aide status.

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

Before the SMHA approves the addition of a live-in aide on behalf of a resident, the resident must submit a specific live-in aide's name and information for approval by the SMHA within 30 calendar days of the SMHA's notification.

If the 30 calendar days expire, the resident will have to resubmit an application for approval of a live-in aide.

A specific live-in aide may only reside in the unit with the approval of the SMHA. The SMHA shall make the live-in aide subject to the agency's screening criteria.

The SMHA will require the live-in aide to execute a rider agreeing to abide by the terms and conditions of occupancy set forth in the lease agreement. If the live-in aide violates provisions of the rider, the SMHA may take action against the live-in aide separate from action against the assisted family. The SMHA is not restricted from taking action directly against the family for the actions of the live-in aide. The live-in aide agrees to vacate immediately after the person declaring the need should vacate the unit or become deceased.

If the live-in aide or their family members participate in drug-related or criminal activity, the SMHA will rescind the aide's right to occupy the unit. When the agency takes such action against the live-in aide, the aide must immediately vacate the unit and is not entitled to the grievance hearing process of the agency.

SMHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

### **Dependent.**

Dependent means a member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

The definition of "dependent" under § 5.603 was revised to explicitly **exclude** foster children and foster adults. SMHA may not provide a dependent deduction under § 5.611(a) for a foster child or foster adult. Consistent with the determination that foster adults/children are not family members, income earned by foster adults/children, payments received for the care of foster adults/children, and expenses incurred related to foster adults/children are not considered to be family income or family expenses used in the determination of annual income. Reasonable unreimbursed child-care expenses (as defined in § 5.603) for foster children under 13 years of

age may be deducted from annual income if those expenses are necessary to enable a member of the family to work, look for work, or to further their education.

Families may be eligible to continue to receive the child-care expense deduction, pursuant to a hardship exemption, when the unreimbursed child-care expense is for the care of a foster child under the age of 13, but only if the unreimbursed child-care expense for the care of the foster child is paid from the family's annual income (and not another source, such as a stipend from a child welfare agency).

When a member of an assisted family is temporarily placed in foster care (as confirmed by the state child welfare agency), the member is still counted as a family member in the unit from which they were removed. This means that a foster child or foster adult could be considered an assisted family member in one household while also being a foster child or adult in another household and receiving consideration in both families' voucher size and/or unit size.

**Foster adult.**

Foster adult means a member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**Foster child.**

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

Foster adults/children are not considered **family members** and must not be included in calculations of income for eligibility and rent determination purposes. However, foster adults/children are considered **household members** and must be included when determining unit size or subsidy standards based on established policies.

**Minor.**

Minor means a member of the family, other than the head of family or spouse, who is under 18 years of age.

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

Families are required to provide verification of Social Security Numbers for all family members that are claiming eligible citizenship status. This requirement also applies to persons joining the

family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

The SMHA must request the applicant and participant (including each member of the household), who are not exempt under **SSN Disclosure**, to provide documentation of each disclosed SSN. Acceptable evidence of the SSN consists of:

- An original SSA-issued document, which contains the name and SSN of the individual; or
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

#### **SSN Disclosure**

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

- Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.
  - A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.
  - A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The SMHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
- Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. The SMHA may confirm HUD's validation of the participant's SSN by viewing the household's **Summary Report** or the **Identity Verification Report** in the EIV system.
- Existing program participants as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.
- Unless excepted as stated above, the SMHA determines that the assistance applicant is

otherwise eligible to participate in a program, the assistance applicant may retain its place on the waiting list for the program but cannot become a participant until it can provide the documentation as stated above to verify the SSN of each member of the household.

- If a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household's date of admission, the assistance applicant may become a participant, so long as the documentation required is provided to the SMHA within 90 calendar days from the date of admission into the program. The SMHA must grant an extension of one additional 90-day period if the SMHA determines that, in its discretion, the assistance applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the assistance applicant. If the applicant family fails to produce the documentation required within the required time period, the processing entity must follow the provisions of termination of the assistance.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use, and dissemination of SSNs, any information derived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Federal, State, and local law.

There is no provision under HUD regulations which prohibit an individual (head of household with other eligible household members) with ineligible immigration status from executing a lease or other legally binding contract. However, some state laws prohibit an individual with ineligible immigration status from executing a contract (i.e. lease or other legal binding documents). If this is the case in your state, the family must **not** be admitted into the program.

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

1. A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has been granted lawful temporary resident status;
2. A noncitizen who entered the U. S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U. S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for

permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);

3. A noncitizen who is lawfully present in the U. S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);
5. A noncitizen who is lawfully present in the U. S. as a result of the Attorney Generals' withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined. A 214 will be executed by all members of the family prior to admission.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed families". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination. If such a family chooses flat rent, the flat rent will not be pro-rated if the flat rent is greater than the Public Housing Maximum Rent. If the Public Housing Maximum Rent is greater than the flat rent, and the family chooses flat rent, the flat rent will be pro-rated.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for housing assistance may receive such housing. assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

#### **E. OTHER ELIGIBILITY CRITERIA**

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

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

- to pay rent and other charges as required by the lease in a timely manner;
- to care for and avoid damaging the unit and common areas;
- to use facilities, appliances and equipment in a reasonable way;
- to create no health or safety hazards, and to report maintenance needs in a timely manner;
- not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off SMHA premises;
- not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- not to be subject to lifetime sex offender registration requirement;
- not owe debts to other subsidized landlords;
- is not on the SMHA banned list;
- not to have committed fraud against any assisted housing program;
- to comply with necessary and reasonable rules and program requirements of HUD and SMHA; and,
- to comply with local health and safety codes.

In the event of the receipt of unfavorable information with respect to an applicant, the SMHA must consider the time, nature and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Chapter 2-G, the SMHA may also need to consider whether the cause of the unfavorable information may be that the applicant is a victim of domestic violence, dating violence, sexual assault or stalking.

**Denial of Admission for Previous Debts to This or Any Other PHA**

Previous outstanding debts to SMHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to approval of the housing application.

SMHA may, in cases of extreme hardship, i.e. homelessness, approve a repayment agreement for debt owed to the agency and still approve the application for admission to the program, provided all other eligibility requirements are met. Full documentation of the hardship will be required. In no case will the debt be forgiven.

Either spouse and/or co-head is responsible for the entire debt incurred as a previous SMHA tenant. Children of the head or spouse who had incurred a debt to SMHA will not be held responsible for the parent's previous debt.

**F. NON-ECONOMIC ELIGIBILITY CRITERIA (Including Criminal/Drug)**

**Purpose**

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the SMHA to fully endorse and implement a policy that is designed to:

Help create and maintain a safe and drug-free community;

Keep our program participants free from threats to their personal and family safety;

Support parental efforts to instill values of personal responsibility and hard work;

Help maintain an environment where children can live safely, learn and grow up to be productive citizens; and

Assist families in their vocational/educational goals in the pursuit of self-sufficiency.

As part of eligibility determination, the Authority will screen each applicant household to assess its suitability as renters.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy including but not limited to damages, threats to landlord(s), having unauthorized occupants or any other relevant tenancy information.

In determining qualifications for tenancy, SMHA shall consider the following items:

Whether the conduct of the applicant in present or prior housing has been such that admission

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**Deleted:** In no case will the debt be forgiven.

**Deleted:** Denial of Admission for Previous Debts to Landlords ¶  
SMHA reserves the right, in the case of extreme hardship, i.e. homelessness, to allow the applicant to enter into a Payment Agreement for a debt to a previous subsidized landlord. Full documentation of the hardship will be required. In no case will the debt be forgiven.

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to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.

SMHA shall rely upon sources of information which may include, but not limited to, SMHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare.

In making a decision to deny assistance, the SMHA will consider factors discussed in Chapter 2-G, PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING [Pub.L. 109-162]

In the event of receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct, and to factors that might indicate a reasonable probability of favorable future conduct.

The SMHA shall not admit persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug related criminal activity within the past years preceding date of interview. (See also Item 6 below re methamphetamine.)

The SMHA may waive this requirement if the person demonstrates that he/she:

Has successfully completed a supervised drug or alcohol rehabilitation program approved by SMHA;

Has otherwise been rehabilitated successfully;

Is participating in a supervised drug or alcohol rehabilitation program; or,

The circumstances leading to the eviction no longer exists (i.e. the individual involved

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**Deleted:** Criminal Activity – including the activities further defined herein as of a criminal nature.¶

**Deleted:** Continuous Course of Criminal Activity – including repeated criminal charges over a period of time including the activities further defined herein as of a criminal nature.¶

**Deleted:** Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.¶

**Deleted:** Pattern of Drug Use – includes a determination by SMHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.¶

**Deleted:** Open Warrants - includes a determination by SMHA that the applicant currently has outstanding open warrant(s) for criminal activity or failure to comply with any previous court order. SMHA may give consideration as to the circumstances of the warrant so as to not unreasonably deny admission to otherwise eligible applicants. ¶

**Deleted:** Drug Related Criminal Activity – includes a determination by SMHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).¶

**Deleted:** Pattern of Alcohol Abuse – includes a determination by SMHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.¶

**Deleted:** Initiation of Threats – or behaving in a manner indicating intent to commit a crime.¶

**Deleted:** Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to SMHA or another housing authority.¶

**Deleted:** Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission.¶

**Deleted:** Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, threats, or other means.¶

**Deleted:** Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment caused by the family or persons under control of the family; seriously unsanitary conditions.¶

**Deleted:** Destruction of Property – damage to any previous rentals or property that the family has resided in.¶

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in drugs is no longer in the household because the person is incarcerated).

In no event shall a person convicted of manufacturing or producing methamphetamine (also called “speed”) be determined eligible for public housing. Such individuals are permanently denied admission to all federally assisted housing programs.

The SMHA shall not admit persons whose pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the past three (3) years, preceding the date of interview.

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The SMHA shall not admit persons who have engaged in violent criminal activity within the three (3) years preceding the date of interview.

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The SMHA shall not admit persons that have been engaged in serious illegal drug activity within the three (3) years preceding the date of interview.

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Persons previously incarcerated must demonstrate behavior that is acceptable outside of the incarcerated environment for three (3) years. Consideration will be given to whether the person was incarcerated at a local county jail or state penitentiary and the amount of time the individual was incarcerated so as to not unreasonably deny admission to otherwise eligible applicants.

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The SMHA shall not admit any person engaged in a continuous course of criminal activity or any person subject to a sex offender registration requirement under a State sex offender registration program.

Deleted: any person classified as a “habitual criminal” or

The SMHA shall not admit persons whose conduct in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the development.

The SMHA shall not admit persons who have been released from prison for drug related, violent or serious criminal activity within three (3) years prior to the date of application.

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If in the past the SMHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Notice (PIH 96-27) or amended changes, for a family, as a prior resident of public housing, the family shall be ineligible for admission to Public Housing for a three (3) year period beginning on the date of such eviction. The SMHA may not waive this requirement, even in the event of rehabilitation efforts on part of the family or family member.

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In determining the criminal background for admission, the SMHA will not deny the family if the member is a “victim” of domestic violence as stated and protected under the Violence Against Women Act.

**Administration**

All screening procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, sexual orientation, disability or against other legally protected groups, and not to violate right to privacy.

To the maximum extent possible, the SMHA will involve other community and governmental entities in the promotion and enforcement of this policy.

In evaluating evidence of negative past behavior, the SMHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

In order to obtain access to the records the SMHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903]. The SMHA will perform criminal background checks through law enforcement agencies for all adult household members.

The SMHA is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 960.204(a)(4)].

The SMHA may not pass along to the applicant the costs of a criminal records check [24 CFR 960.204(d)].

If the results of the criminal background check indicate there may have been past criminal activity, but the results are inconclusive, the SMHA may request the applicant to be fingerprinted and will request the information from the National Crime Information center (NCIC).

If the SMHA proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the SMHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission [24 CFR 5.903(f) and 5.905(d)].

The SMHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

**Screening for Drug Abuse and Other Criminal Activity**

In an effort to prevent drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, the SMHA will endeavor to screen applicants as thoroughly and fairly as possible.

If in the past the SMHA initiated a lease termination, which may or may not have resulted in eviction for any reason cited under the Screening and Eviction for Drug Abuse and Other Criminal Activity Notice, for a family, as a prior resident of public housing, the SMHA shall have the discretion to consider all circumstances of the case regarding the extent of participation by non-involved family members.

Initial screening will be limited to routine inquiries of the family and any other information provided to the SMHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal or violent criminal activity, the SMHA will conduct closer inquiry to determine whether the family should be denied admission.

If the screening indicates that any family member has been arrested or convicted within the prior ~~three (3) years~~, for serious drug-related or violent criminal activity, the SMHA shall obtain verification through police/court records.

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#### **Use of Law Enforcement Records**

The SMHA will check criminal history for all **applicants who are 18 years of age or older** to determine whether any member of the family has engaged in violent or serious drug-related criminal activity.

The SMHA will check criminal history for all **applicants who are 18 years of age or older** to determine whether any member of the family is subject to a lifetime sex offender registration requirement.

Verification of any past activity will be done at application and if needed re-verified for additional charges within 60 days prior to lease signing and will include a check of conviction records.

#### **Standard for Violation**

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Public Housing for a **three-year** period beginning on the date of such eviction.

The SMHA will admit the household if the SMHA determines:

The person demonstrates successful completion of a rehabilitation program approved by the SMHA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person has died or is imprisoned.

No member of the applicant's family may have engaged in serious drug related or violent criminal activity within the past ~~three (3) years~~.

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The SMHA will deny participation in the program to applicants where the SMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in serious drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the SMHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

"Engaged in or engaging in or recent history of" drug-related criminal activity means any act within the past ~~three (3) years by applicants or participants, household members, or guests which~~ involved drug-related criminal activity including, without limitation, serious drug-related criminal activity, serious possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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"Engaged in or engaging in or recent history of" criminal activity means any act within the past ~~three (3) years by applicants or participants, household members, or guests which~~ involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of the SMHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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In evaluating evidence of negative past behavior, the SMHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The SMHA will not waive this policy.

The SMHA may waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by the SMHA; or

The person demonstrates consistent participation in professional rehabilitation for two of the past three years; or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The SMHA may permit eligibility for occupancy and impose conditions that the involved family member(s) does not reside in the unit. The SMHA will consider evidence that the person is no longer in the household such as; divorce decree/incarceration/death/copy of a new lease with the owner's telephone number and address/or other substantiating evidence.

### **Permanent Denial of Admission**

The SMHA will permanently deny admission to public housing persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. The SMHA will not waive this requirement.

#### **Prohibition on Persons Subject to Lifetime Sex Offender Registration Requirement**

The SMHA will permanently deny admission to public housing to any family in which a family member is subject to a lifetime sex offender registration requirement. This provision will not be waived. The SMHA shall perform necessary criminal history background checks in the State where the housing is located and in any other States where household members are known to have resided.

#### **Other criminal activity**

"Other criminal activity" means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or serious drug-related criminal activity within the past ~~three (3)~~ years.

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HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Applicants and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness, or child abuse, and are required by law to register as a sex offender will be prohibited from participation in the public housing program.

No family member may have engaged in or threatened abusive or violent behavior toward SMHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last ~~three (3)~~ years.

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#### **Evidence**

The SMHA must have evidence of the violation.

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing

than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants, evidence gathered by SMHA inspectors and/or investigators, and evidence gathered from the SMHA Hotline.

The SMHA may pursue fact-finding efforts as needed to obtain credible evidence.

#### **Confidentiality of Criminal Records**

The SMHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

#### **Disclosure of Criminal Records to Family**

Before the SMHA takes any adverse action based on a criminal conviction record, the applicant and subject of record will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the grievance hearing or court hearing in the case of evictions.

#### **Review**

If information is revealed that would cause the SMHA to deny admission to the household and the person disputes the information, he/she shall be given an opportunity for an informal review according to SMHA's grievance procedures outlined in the Chapter on Complaints, Grievances and Appeals.

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#### **G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING [Pub.L. 109-162]**

The Violence against Women Reauthorization Act of 2013 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract

provisions and requirements for the public housing program:

Every contract for contributions shall provide that . . . the public housing agency shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

### **Definitions**

As used in VAWA:

- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, 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 *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
  - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term *affiliated individual* means, with respect to a person –
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any individual, tenant, or lawful occupant living in the household of that person.

### **Notification and Victim Documentation**

#### SMHA Policy

The SMHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history that would warrant denial under the SMHA's policies. Therefore, if the SMHA makes a determination to deny admission to an applicant family on the basis of an unfavorable history, the SMHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking

One of the following:

- A police or court record documenting the actual or threatened abuse
- A record of an Administrative Agency
- Documentation from a Mental Health professional
- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation within 14 days of being requested by the Authority. If the applicant requests, the SMHA may grant an extension of ten (10) business days and will postpone scheduling the applicant's informal hearing until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the SMHA determines the family is eligible for assistance, no informal hearing will be scheduled and the SMHA will proceed with admission of the applicant family.

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#### Perpetrator Removal or Documentation of Rehabilitation

#### SMHA Policy

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, sexual assault or stalking, the SMHA will proceed as above but

will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the public housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

#### **SMHA Confidentiality Requirements**

All information provided to the SMHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

#### **H. SCREENING FOR SUITABILITY** [24 CFR 960.204, 960.205]

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

SMHA will conduct a detailed interview with all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. All information will be subject to third party verification.

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An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either all or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by SMHA.

The SMHA's minimum age for admission as head of household is 18. This requirement is to avoid entering into leases that would not be valid or enforceable under applicable law. Exception to the age requirement may be granted to those with emancipation status as granted by a court of law.

SMHA will not allow under any circumstances a parent or legal guardian to co-sign a lease on behalf of an applicant in order to bypass the age requirement.

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

The SMHA will complete a rental history check with subsidized landlords on all applicants.

SMHA may complete a credit check of each applicant so as to determine past rental history, including any possibility of bad debts to any federally assisted housing programs.

SMHA shall rely upon sources of information which may include, but not be limited to, SMHA records, personal interviews with the applicant or tenant, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department.

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

- The applicant's past performance in meeting financial obligations, especially rent.
- Eviction or a record of disturbance of neighbors sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
- Any history of criminal activity on the part of any applicant family member involving criminal acts, including serious drug-related criminal activity.
- Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors.
- Any history of initiating threats or behaving in a manner indicating intent to assault employees or other tenants.
- Any history of alcohol or substance abuse that would threaten the health, welfare, or right to peaceful enjoyment of the premises by other residents.
- The ability and willingness of an applicant to comply with the essential lease

requirements will be verified and documented by SMHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

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

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24CFR 960.205(b)]
- Adversely affect the physical environment or financial stability of the project. [24CFR 960.205(b)]
- Violate the terms and conditions of the lease. [24CFR 8.3].
- Require services from SMHA staff that would alter the fundamental nature of the SMHA's program. [24 CFR 8.3]

#### **Rent Paying Habits**

SMHA will examine any Housing Authority records from a prior tenancy and will request written references from any previous subsidized landlord the applicant has had.

Based upon these verifications, SMHA will determine if the applicant was chronically late with rent payments, was evicted at any time (during the past 3 years) for any reason including non-payment of rent and/or other charges, or had other legal action initiated against him/her. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

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Applicants will not be considered to have a poor credit history if they were late paying rent because they were withholding rent due to substandard housing conditions in a manner consistent with a local ordinance; or had a poor rent paying history clearly related to an excessive rent relative to their income (using 50% of their gross income as a guide,) and responsible efforts were made by the family to resolve the nonpayment problem.

The SMHA will undertake a balancing test that will consider: (1) amount of former rent; (2) loss of employment; (3) death or divorce from primary support; (4) illness or other circumstances beyond applicant's control. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

#### **Screening Applicants Who Claim Mitigating Circumstances**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history

and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the SMHA's screening assessment of the applicant, mitigating circumstances must be verifiable.

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

#### **Examples of Mitigating Circumstances**

Examples of mitigating circumstances include:

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in and completion of social service or other appropriate counseling service approved by SMHA; and/or
- Evidence of the applicant family's successful and sustained modifications of previous disqualifying behavior.

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

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

#### **Qualified and Unqualified Applicants**

Information that has been verified by SMHA will be analyzed and a determination will be made with respect to:

- The eligibility of the applicant as a family;
- The eligibility of the applicant with respect to income limits for admission;

- The eligibility of the applicant with respect to citizenship or eligible immigration status;
- The eligibility of the family for suitability, non-criminal requirements, etc.;
- Preference category to which the family is entitled.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and SMHA procedures, except for a pending SMHA review.

Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. In the case of criminal status denial for admissions, the PHA will provide the opportunity to review the documents prior to the denial. SMHA shall provide applicants with an opportunity for an informal review (see Chapter titled "Complaints, Grievances, and Appeals.")

Applicants who have requested a reasonable accommodation as a person with a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

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

### **Documenting Findings**

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

**Criminal Activity** - includes the activities listed in the definition of criminal activity in this Chapter.

**Continuous Course of Criminal Activity** – A series of related criminal acts carried out as part of an ongoing plan or scheme, where the acts are connected by purpose, method, victim, or circumstances, and are treated legally as part of one continuing offense until the conduct or the offender's accountability ends.

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

enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.

Open Warrants - includes a determination by SMHA that the applicant currently has outstanding open warrant(s) for criminal activity or failure to comply with any previous court order. SMHA may give consideration as to the circumstances of the warrant so as to not unreasonably deny admission to otherwise eligible applicants.

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

Drug Related Criminal Activity – includes a determination by SMHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

Initiating Threats - or behaving in a manner indicating an intent to assault employees or other tenants.

Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.

Non-Payment of Rightful Obligations - including rent and/or utilities and other charges owed to the SMHA, any other PHA, or other subsidized housing.

Intentionally Falsifying an Application for Leasing - including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.

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

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**Deleted:** Abandonment of a Public Housing Unit - without advising SMHA officials so that staff may secure the unit and protect its property from vandalism.¶

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

Destruction of Property – damage to any previous rentals or property that the family has resided in.

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In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

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#### **Prohibited Criteria for Denial of Admission**

Applicants will NOT be rejected because they:

- Have no income;
- Are not employed;
- Do not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Have children;
- Have children born out of wedlock;
- Are on welfare;
- Are eligible students.

#### **I. REVIEW**

If information is revealed that would cause SMHA to deny admission to the household and the person disputes the information, s/he shall be given an opportunity for an informal review according to SMHA's hearing procedures outlined in Chapter 13, Complaints, Grievances and Appeals.

**J. CRITERIA FOR DECIDING TO DENY ASSISTANCE or TERMINATION**

**SMHA Policy**

The SMHA will use the concept of the preponderance of the evidence as the standard for making all admission and termination decisions.

*Preponderance of the evidence* is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with quantity (the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

**K. ONE STRIKE POLICY**

**A. Purpose**

It is the policy of the SMHA that all residents shall enjoy decent, safe, and sanitary living conditions.

**B. Authority**

Drug-related criminal activity, other criminal activity, and alcohol abuse in public housing and assisted housing communities increases resident fear and decrease unit marketability. Therefore, the Housing Authority will not tolerate such behavior from its applicants or residents. UNLESS OTHERWISE PROVIDED BY LAW, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, BUT SHALL BE BY PREPONDERANCE OF EVIDENCE.

**C. Definitions**

Drug related criminal activity is defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

**D. Procedures for Applicants**

1. The Housing Authority shall screen out and deny admission to any applicant whereby either the applicant or authorized occupants proposed by applicants:
  - a. Has a recent history of criminal activity involving crimes to persons and/or other

- criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - b. Was evicted from assisted housing within three years of the date of application because of drug-related criminal activity. This requirement may be waived if:
    - i. The person demonstrates successful completion of a rehabilitation program approved by the Housing Authority; or
    - ii. The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated;
  - c. The Housing Authority has determined the applicant to be illegally using a controlled substance; the Housing Authority has determined the applicant to be abusing alcohol in a way that may interfere with the health, safety or right of peaceful enjoyment of the premises by other residents;
  - d. The Housing Authority has determined that there is a reasonable cause to believe the applicant's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. The Housing Authority may waive policies prohibiting admission in these circumstances if, the applicant demonstrates to the Housing Authority's satisfaction that the applicant is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and;
- a. The applicant has successfully completed a supervised drug or alcohol rehabilitation program; or,
  - b. The applicant has otherwise been rehabilitated successfully.

**E. Procedures for Residents**

1. The Housing Authority shall terminate the tenancy/rental assistance of any resident who:
- a. The Housing Authority has determined is illegally using a controlled substance;
  - b. The Housing Authority has determined that the resident's abuse of alcohol interferes with the health safety or right to peaceful enjoyment of the premises by other residents; or,
  - c. The Housing Authority has determined to be engaging in serious drug-related criminal activity, either on or off the premises; or,
  - d. Engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

**F. Procedures for Housing Authority**

- 1. The Housing Authority shall track crime-related problems at its developments and report any incidents to the local police authorities in order to improve law enforcement and crime prevention.
- 2. The Housing Authority will forward any resident complaints received concerning crime-related problems to the local police authorities.
- 3. The Housing Authority will review police reports and newspaper articles concerning crime-related problems with its residents, and bring such problems to

the attention of local police authorities.

The Housing Authority shall document its progress toward meeting its goals under the implementation plan for any drug prevention or crime reduction program funded by the Department of Housing and Urban Development and being administered by the Housing Authority

## Chapter 3

### APPLYING FOR ADMISSION

#### INTRODUCTION

The policy of SMHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but SMHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

#### A. HOW TO APPLY

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occ GB, p.68]. HUD permits the PHA to determine the format and content of its applications, as well as how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

Families who wish to apply for any of SMHA's programs must complete a pre-application online at SMHA's website when waiting list(s) are open. SMHA will take all necessary steps available to assist with ensuring all interested persons are able to have a pre-application submitted.

Pre-applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities that prohibit them from being able to submit a pre-application via SMHA's website, may call the SMHA to make other arrangements to complete their pre-application.

A computer for public use to submit an electronic pre-application will be available in the lobby of the Central Administrative Office and other designated locations.

Applications are taken at the central Administrative Office and other locations for all Waiting Lists.

#### SMHA Policy

Depending upon the length of time that applicants may need to wait to be housed, the PHA May use a one-or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of the application. At application, the family must provide all of the information necessary to establish family eligibility and the amount of rent the family will pay.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of the rent the family will pay when selected from the waiting list.

The application process will involve two phases.

1. The first is the initial application for admission, referred to as the preliminary application. The preliminary application is dated and time stamped and is keyed to the computerized Waiting List management system to secure a place on the Waiting List in accordance with the date and time order, and preference if claimed.
2. The second phase is the final determination of eligibility referred to as the "full application." The full application takes place when the family approaches the top of the Waiting List and is notified for an interview. At this time, SMHA ensures that verification of all HUD, State, local, and SMHA eligibility factors as pursuant to the program are current in order to determine the family's eligibility for an offer of a suitable unit.

## **B. APPLICATION PROCEDURES**

SMHA will utilize a preliminary application form for the initial application. Applications may be mailed to Out of State applicants or for purposes of reasonable accommodations.

Spanish or other language translations as determined by Limited English Proficiency for the pre-application are available for individuals needing a Spanish interpretation of the document.

At a minimum, the preliminary application will contain questions designed to obtain the following information:

- Names of head of household and social security number
- Number of family members broken down by adults/minors and male/female (this will only be used to estimate bedroom size needed)
- Mailing address and phone number(s)

- Preference(s) being claimed by the family

**Deleted:** <#>Total combined annual income of all household members

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Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Whether in pre-application or application status, all applicants are required to inform SMHA of changes in family composition, income and address. This must be done electronically via SMHA's website within 10 days of any change. Corrections, updates or changes will be submitted electronically by the applicant.

Applicants are also required to respond to requests from SMHA to update information or to indicate their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

A review of all pre-applications will be completed to determine initial eligibility for placement on the waiting list. Applicants meeting the initial eligibility requirements will be placed on the waiting list. Final eligibility for the Public Housing Program will be determined after a family has been pulled from the waiting list, prior to leasing to the family.

### C. COMPLETION OF APPLICATION

All preferences claimed at the point of completing the pre-application, or anytime thereafter while the family is on the waiting list, will be verified according to the following:

Upon receipt of the full application once the family is selected from the waiting list.

If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preferences must exist at the time the preference is verified and at the time of admission regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Once pulled from the waiting list applicants are required to:

Complete a full Application Form. A full application form is not considered complete until all release forms have been signed, declaration of citizenship status forms have been completed and required household information has been provided.

Sign Release of Information Forms, including authorization form criminal background checks of all adult household members, and consent for verification of Immigration status.

Furnish complete and accurate information as requested. The applicant will sign and certify that all information is complete and accurate.

#### **D. PLACEMENT ON THE WAITING LIST**

The PHA must review each completed pre-application received and make a preliminary assessment of the family's eligibility. The PHA must place on the waiting list families for whom the list is open unless the PHA determines the family to be ineligible. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 960.208(a); PH Occ GB, p. 41]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or any other particular position on the waiting list.

##### **Ineligible for Placement on the Waiting List**

###### PHA Policy

If the PHA can determine from the information provided that the family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of receiving a completed pre-application. The notice will specify the reasons for ineligibility and will inform the family of its rights to request an informal review and explain the process for doing so (see Chapter 14).

##### **Eligible for Placement on the Waiting List**

###### PHA Policy

The PHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a completed pre-application. If applicable, the notice will also indicate the waiting list preference(s) for which the family appears to qualify.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made with the family is selected from the waiting list.

##### **Timeliness of Verifications**

All verifications will be obtained prior to determination of eligibility to ensure that current and accurate data is being used in calculating rents and eligibility.

Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

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Verifications for the public housing program must be dated within 60 days from the date of the interview and not exceed 120 days in age, prior to admission to the unit. The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

### **Systems of Verification**

**Upfront Income Verification (UIV):** The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method.

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

SMHA will consult the EIV system on all applicants. The EIV will be used to determine if the applicant is in the HUD system, determine if they are being assisted by other programs in the HUD data-base, and determine if they were previously assisted by another PHA.

SMHA shall use the streamlined verification system allowed by HUD whenever possible. Thus simplifying the income verification process.

At the time of unit offer and final eligibility determination, current 3<sup>rd</sup> party verification as defined by HUD must be obtained to calculate anticipated annual income.

Bank statements are not permitted to be used as verification of Social Security or SSI benefits.

The SMHA will not delay the final eligibility determination of an applicant beyond 10 working days if they have submitted a 3<sup>rd</sup> party verification request and the 3<sup>rd</sup> party information provider does not provide the verification in a timely manner.

For applicants, verifications used to determine adjusted income may not be more than **60 days** old at the time of the original lease. For residents, they are valid for **120 days** from date of receipt. All tenant supplied documents supplied should be dated withing the last **60 days** of the interview or reexamination. Pay stubs should be current and consecutive.

After admission, an EIV Income Report must be run for all households to confirm income within **120 days** of admission date.

Criminal History Reports will be useable as a valid verification for no longer than 120 calendar days. If the criminal history report is older than 120 days at the time of lease-up, the property manager must do a local online records search to ensure no further charges against the applicant have been made since their initial preliminary approval and document that they have done this. Local online records can be checked at [www.starkcjis.org](http://www.starkcjis.org)

#### **E. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, SMHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by SMHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been listed on the waiting list.

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing, within 30 days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.

## Chapter 4

### TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

#### INTRODUCTION

It is SMHA's policy that each applicant shall be assigned an appropriate place on a semi-jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a Site-based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, Preference(s), date and time the application is received. In filling actual or expected vacancies, SMHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. SMHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes SMHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

#### SMHA's Objectives

SMHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is SMHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined and date and time sequence.

By maintaining an accurate waiting list, SMHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the SMHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of updated verifications.

#### Site-Based Waiting Lists (Not Applicable)

Per the Quality Housing and Work Responsibility Act of 1998, SMHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the SMHA's request before the submission of the Annual Plan. **SMHA currently does not use site-based waiting lists.**

#### Semi-Jurisdictional Wide Waiting Lists

SMHA will utilize a semi-jurisdictional wide waiting list to better manage vacancy rates throughout the Housing Authority. SMHA will employ seven (7) regional waiting lists broken down by location throughout the SMHA jurisdiction. This list further allows site-based waiting list for certain properties in the SMHA inventory. The jurisdictional waiting lists will be as follows:

**Alliance Area:** SMHA properties included in this wait list are Hart Apartments, Pike Ave. Homes, Mahoning Ave. Homes, Garfield Ave. Homes, Louisville, and scattered sites

**Massillon Area:** SMHA properties included in this waiting list are Willow Homes, Witmer Arms, Franklin Homes, Lincoln Apartments, Underhill Gardens, Ledgewood Blvd Apartments, Navarre, and scattered sites

**SW Canton Area:** SMHA properties included in this waiting list are Linwood Acres, and scattered sites.

**NW Canton Area:** SMHA properties included in this waiting list are Neal Court Apartments, Kimberle Gardens, Plaza Terrace Apartments

**SE Canton Area:** SMHA properties included in this waiting list are Jackson Sherrick Apartments, Sunset Gardens

**NE Canton Area:** SMHA properties included in this waiting list are Ellisdale Homes, Gables Creeks Crossing Apartments, Leshdale Homes, Girard Gardens, Mahoning Manor

**Outlying Areas:** Properties in this waiting list are outside of Canton, Massillon and Alliance proper. Areas included in this waiting list are Waynesburg (site-based), Canal Fulton (site-based), North Canton (site-based), and Hartville (site-based).

When completing the SMHA pre-application, applicants will have the opportunity to select any, or all, of the waiting lists that they prefer. Any applicant who does not select a preferred waiting list at the time of application will automatically be added to all of the SMHA waiting lists.

Deleted: and if qualified.

#### A. MANAGEMENT OF THE WAITING LIST

SMHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent part of the file.
- Applications equal in preference will be maintained by date and time sequence.
- All applicants must meet applicable income and other eligibility requirements as established by HUD and SMHA.
- All applicants in the pool (eligible and verified families) will be maintained in order of preference and in order of date and time of application receipt.

#### Opening and Closing the Waiting Lists

SMHA, at its discretion, may restrict pre-application intake, suspend pre-application intake, and

close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applicants available for a particular size and type of unit, and the ability of SMHA to house an applicant in an appropriate unit within a reasonable period of time.

When SMHA opens the waiting list, SMHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s), and program(s) for which pre-applications are being accepted will be advertised in the local paper of record, "minority" newspapers, and other media, but not limited to:

- Canton Repository

Other publications in the area that can be utilized are:

Local Television Channels:

- Massillon Local Program Station
- Canton Local Program Station
- Local Radio Stations:
  - 1480 & 94.1 WHBC; 93.1 WZAK; 97.5 WONE; 98.1 WKDD

To reach persons with disabilities, SMHA will provide notice to local organizations representing the interests and needs of the disabled. Local organizations serving the disabled population include, but are not limited to, the following:

- Local disability organizations
- Tri-County Independent Living

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting list offered by SMHA- if applicable.
- The programs for which pre-applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the SMHA address and telephone number, how to submit a pre-application, and information on eligibility requirements.

Upon request from a person with a disability, additional time, not to exceed 30 days, will be given as an accommodation for submission of a pre-application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit a pre-application in cases when a social service organization provides inaccurate or untimely information about the closing date.

#### **When Pre-Application Taking is Suspended**

The SMHA may suspend the acceptance of pre-applications if there are enough applicants currently on the waiting list to fill anticipated openings for the next 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, SMHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of pre-application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twenty four (24) months. SMHA will give at least thirty (30) days' notice prior to opening or closing the list. SMHA will add the new applicants to the list by:

Unit size, local preferences, and date and time of application receipt.

SMHA may update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of submission of a pre-application, SMHA will advise families of their responsibility and requirement to notify SMHA when their mailing address changes.

#### **Reopening the List**

If the waiting list is closed and SMHA decides to open the waiting list, SMHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements.

#### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete a pre-application.

If there are sufficient applications from elderly, disabled, and near-elderly, pre-applications may not be accepted from other singles.

When the pre-application is received by SMHA:

It establishes the family's date and time of application for placement order on the waiting list. .

#### **Multiple Families in Same Household**

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit. No family, or part of a family, will be permitted to be on two applications at the same time.

#### **B. SITE BASED WAITING LISTS**

Per the Quality Housing and Work Responsibility Act of 1998, SMHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the SMHA's request before the submission of the Annual Plan.

SMHA does **not** have site-based and regional waiting lists and further allows families to apply for any waiting list that is open.

**Commented [NB1]:** SMHA does not have site based waiting lists

#### **C. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet the SMHA's Selection Criteria as defined in this policy. The Waiting List will depict families with preference ahead of other families without preference, regardless of date and time of application.

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

Families who reach the top of the waiting list will be contacted by the SMHA to re-verify their preference and other factors for final eligibility so a unit may be offered.

Among applicants with equal preference status, the waiting list will be organized by **date and time**.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for an informal review.

#### **Local Preferences**

Preference may be given for non-public housing over-income families.

The SMHA may adopt a preference for admission of non- public housing over-income families paying the alternative non-public housing rent and are on a NPHOI lease who become an income-eligible low- income family as defined in § 5.603(b) of the

regulation and are eligible for admission to the public housing program.

SMHA Policy

No preference will be given to non-public housing over-income families.

Local preferences will be used to select among applicants on the waiting list. Public hearing/ public notice with opportunity for public comment will be held before the SMHA adopts any local preference.

The hearing will be publicized using the same guidelines as those for opening and closing the waiting list.

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

The SMHA uses the following Local Preferences:

**Date and time of receipt** of a completed application.

**Veteran preference**: Veterans or surviving spouses of veterans. (2 Points)

**Elderly Family**: Family in which the head, spouse or only member is 62 years of age or older. (2 Points)

**Disabled family**: Family in which the head, spouse or only member is disabled. (2 Points)

**Homeless**: (5 points)

*Individuals and families who **lack a fixed, regular, and adequate nighttime residence**, meaning:*

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; **or***
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); **or***
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.*

Applicants qualifying for this preference must provide a letter from the shelter where they are currently residing, or from another SMHA-approved source, verifying their housing status.

**Deleted:** have a valid Certified Homeless Certificate which must be verified through the Stark County Homeless Hotline.

**Victims of Domestic Violence:** Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and has no other residence and lacks resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing. Applicants qualifying for this preference must have a valid Homeless Certificate which must be verified through the Stark County Homeless Hotline. **(3 points)**

**Broad Range of Income/Deconcentration of Poverty**

SMHA's preference system will work in combination with requirements to match the characteristics of the family to the type/size of unit available. Except those applicant households requiring units with accessibility features for person(s) with disabilities (see Chapter 1, E, Other Accommodations), applicants on the Waiting List that are selected will also be monitored in such a manner that ensures SMHA is meeting the deconcentration of public housing units and income targeting requirements mandated by HUD.

SMHA shall assure a mixed range of incomes and deconcentration of its public housing units by selecting from the List of qualified applicants, households whose incomes would promote deconcentration of poverty. As such, SMHA shall select from the List of qualified applicants, those applicants whose income reflect a Broad Range of Income as defined by SMHA's most current Broad Range of Income/Rent Range policy promoting deconcentration and income targeting requirements.

SMHA shall admit to public housing in each fiscal year, at least forty percent (40%) of households whose income does not exceed 30% of the area median income or poverty level- whichever is the greater of the two, except as may be documented through "fungibility credits" (further defined in the Quality Housing and Work Responsibilities Act of 1998), which permits SMHA to lower the number of households admitted at the 30% threshold by the lowest of one of the following amounts:

If admissions to SMHA's HCV Program during the fiscal year exceeds the 75% minimum income targeting requirement for the HCV Program, SMHA's public housing program may reduce the minimum targeting requirement for the Public Housing program. The fiscal year credit shall not exceed:

Ten percent of the public housing waiting list admissions during the SMHA's fiscal year;

Ten percent of the waiting list admissions to the SMHA's tenant-based assistance program during the fiscal year;

The number of qualifying low income families who, during the fiscal year, commence

occupancy of SMHA's units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy, and actually occupied in that year, by very low income families.

This fungibility provision discretion is also reflected in SMHA's Administrative Plan for the Section 8 Voucher Program.

Fungibility shall only be utilized if SMHA anticipates a shortfall of its 40% goal for new admissions to public housing.

Gross annual income is used for income limits at admission, income targeting, and for income-mixing purposes.

Skipping a family on the Waiting List specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with SMHA's Broad Range of Income Policy.

Admission policies related to the deconcentration efforts do not impose specific quotas since Broad Range of Income imposes specific quotas aimed at maintaining a mix of incomes within each development in order to achieve budgetary viability.

#### **Singles Preference and Designated Senior Units**

The Singles Preference is no longer mandated by statute, and therefore SMHA will no longer utilize this preference.

SMHA has the following properties that have been designated elderly only or elderly/disabled only properties:

- None

#### **Other Preferences**

The SMHA no longer utilizes any other preferences, either former federally mandated or local optional preferences, besides those previously listed in this chapter and identified in Section C. Local Preferences.

#### **D. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY DEVELOPMENTS)**

The SMHA has established the following local admissions preferences for general occupancy (family) developments:

The SMHA has established the following system to apply local preferences and applicants will be selected in the following order:

1. Total of all local preference points
2. Date and time of pre-application

#### **E. VERIFICATION OF PREFERENCE QUALIFICATION**

When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified by SMHA.

The SMHA will re-verify a preference claim, if the SMHA feels the family's circumstances have changed, at any time up until final determination of eligibility to receive an offer of housing.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.

##### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the SMHA via website when their circumstances change. Persons with disabilities that prohibit them from being able to submit a pre-application via SMHA's website may still submit changes in writing. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference."

#### **F. DENIAL OF PREFERENCE**

If SMHA denies a preference, SMHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. The applicant will have fifteen (15) working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and taken off of the Waiting List with notification to the family.

#### **G. INCOME TARGETING**

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

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

SMHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRRA by admitting less than 40% of “extremely low income families or the poverty rate-whichever is the greater of the two” to public housing in a fiscal year, to the extent that SMHA has provided more than 75% of newly available vouchers to “extremely low income families.” This fungibility provision discretion by SMHA is also reflected in SMHA’s Administrative Plan.

If admissions to SMHA’s HCV Program during the fiscal year exceeds the 75% minimum income targeting requirement for the HCV Program, SMHA’s public housing program may reduce the minimum targeting requirement for this program. The fiscal year credit shall not exceed:

Ten percent of the public housing waiting list admissions during the SMHA’s fiscal year;

Ten percent of the waiting list admissions to the SMHA’s tenant-based assistance program during the fiscal year;

The number of qualifying low income families who, during the fiscal year, commence occupancy of SMHA’s units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy, and actually occupied in that year, by very low income families.

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

Fungibility shall only be utilized if SMHA is anticipated to fall short of its 40% goal for new admissions to public housing.

#### **Very Low-Income Family Admissions**

As long as SMHA has met the 40% targeted income requirement for new admissions of extremely low-income families, SMHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

#### **H. MIXED POPULATION UNITS**

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character). In accordance with local preferences, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. *SMHA does not maintain any mixed population units.*

**I. GENERAL OCCUPANCY UNITS**

General occupancy units are designed to house all populations of eligible families. In accordance with SMHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to SMHA's general occupancy units.

All families with children, elderly families and disabled families, will have an admission preference over "Other Singles."

**J. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

SMHA's admission policy is designed to provide for deconcentration of poverty and income-mixing.

Gross annual income is used for income limits at admission, income targeting, and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with SMHA's Broad Range of Income policy.

**Deconcentration and Income-Mixing Goals**

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

**Project Designation Methodology**

SMHA will determine and compare tenant incomes at all general occupancy developments. Skipping of families for deconcentration purposes will be applied uniformly to all families.

**K. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, SMHA shall affirmatively further fair housing to reduce racial and national origin concentrations. SMHA shall not require any specific income or racial quotas for any development or developments.

SMHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

**L. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST**

SMHA does not maintain a merged Waiting List for the public housing and Section 8 program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, SMHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, SMHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by SMHA.

All programs owned, operated, managed by SMHA maintain separate Waiting Lists.

#### **M. PURGING AND REMOVAL FROM WAITING LIST**

The waiting list may be purged at least once a year or as necessary by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request for confirmation of continued interest within 20 calendar days, s/he will be withdrawn from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be withdrawn without further notice and the envelope and letter will be maintained in the file.

If an applicant is withdrawn from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by SMHA.

Purge mailing requests will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

Applicants are notified at the time of submission of their pre-application and at the application briefing for completion of their full application, that they are responsible for notifying the SMHA within 10 days, if they have a change of address.

#### **N. OFFER OF ACCESSIBLE UNITS** **(See Accessible units in Chapter 1 on Fair Housing)**

The SMHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan.

**See “Leasing” Chapter**

#### **O. PLAN FOR UNIT OFFERS**

The SMHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is a requirement.

The first qualified applicant in sequence on their selected waiting list(s) will be given **two** offer of a unit of the appropriate size. Because applicants have selected to be placed a the semi-jurisdictional waiting list most appropriate for their needs, refusal of the unit offered will result in the applicant being removed from the Public Housing waiting list.

Once a qualified applicant has risen, in sequence, to the top of their selected waiting list(s) and given one offer of housing and has refused to accept the offer of a lease; the first offer will be the final offer and their application will be withdrawn from the waiting list(s). (see "Good Cause" refusal under Section **Q**.)

If at anytime more than one unit of the appropriate type and size is vacant, the first unit to be offered to the first qualified applicant will be the first unit that is ready for occupancy.

The SMHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

#### **P. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between initial eligibility determination and an offer of a suitable unit that may affect the family's eligibility, unit size the family qualifies for according to the occupancy standard or Total Tenant Payment **must be re-verified prior to making the offer.** This is part of the final eligibility process that must occur prior to offering the applicant a housing unit. The family will be notified in writing if their eligibility or level of benefits has changed and they will be offered an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

#### **Q. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant refuses to execute a lease for their final unit offer SMHA will:

Remove the applicant from the waiting list. They can reapply at anytime for any waiting list that is open.

Families may reject units for "good cause". "Good Cause" reasons include, proximity to work, school and child care; VAWA, or health related issues.

#### **R. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within **24 hours** from the time the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the SMHA will send a **letter**. Failure to accept an offer within **3** calendar days will result in no further offers and the application being withdrawn from the waiting list.

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Multiple offer letters may be sent for an available unit. The first applicant to accept the unit and have the proper security deposit and first months' rent will be housed.

#### **Applicants With a Change in Family Size or Status**

Changes in family composition, status, or income that have been reported in a timely manner by the applicant (within 10 days) at any time between submission of the pre-application up until the final eligibility determination must be processed prior to issuing a unit offer. SMHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

Exceptions to this policy for over-housing may be made in order to meet occupancy goals when there are insufficient applicants on the waiting list to otherwise fill vacant units.

If an applicant family reports a change in a timely manner before being offered a unit, they will be returned to the appropriate position on the waiting list based on the original date and time of their application. In such cases, being selected for a unit offer and referred to a management site will not count as one of their two allowable offers. However, if a family delays reporting a change until after receiving a housing offer, and that change affects their eligibility for the offered unit, the offer will count as one of their two allowable offers due to their failure to report the change promptly.

#### **S. REFUSAL OF OFFER**

If an applicant has indicated they have special housing needs in order to accommodate an individual's disability(ies) on their full application but is still offered a unit that is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list and the offer will not count.

If a family does not request or indicate that they have special housing needs in order to accommodate an individual's disability(ies) and waits to report this until after they have received an offer of housing, but further provides verification of need, the offer of housing will not count as their unit offer due to their failure to notify SMHA of their need prior to receiving an offer of housing.

If the unit offered is refused for other reasons, SMHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

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## Chapter 5

### OCCUPANCY GUIDELINES

#### INTRODUCTION

The Occupancy Guidelines are established by SMHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or underutilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

#### A. DETERMINING UNIT SIZE

SMHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. SMHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older, or an emancipated minor.

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

Generally SMHA will assign one bedroom to two people within the following guidelines:

Adults of different generations (15-20 years), persons of the opposite sex (other than spouses), and unrelated adults will not be required to share a bedroom.

Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship).

Separate bedrooms should be allocated for persons of the same sex, but have differing generation of 5 years or more.

Foster children will be included in determining unit size only if they will be in the unit for more than 3 months.

Live-in ~~aids~~ will generally be provided a separate bedroom. No additional bedrooms are provided for the ~~aid's~~ family. Over-crowding will not be allowed for accommodation.

~~A family will be given the option to include and consider in determining unit size, a family member who will be absent most of the time; such as a member who is away in the military~~

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or an adult child away at school but who may come home for breaks. A family will not be given this option for a member that is incarcerated. If a family decides to include a member that is away most of the time, the Head of Household will be responsible for obtaining the member's signature on all paperwork that is required for annual recertification or at any other time requested by the Housing Authority.

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Single-person families shall be allocated zero/one bedroom.

The living room will not be used as a bedroom except at the determination of the family and so long as it does not constitute an overcrowded unit or for purposes of reasonable accommodation.

**GUIDELINES FOR DETERMINING BEDROOM SIZE**

| Bedroom(s) Size | Persons in Household:<br>(Minimum #) | Persons in Household:<br>(Maximum #) |
|-----------------|--------------------------------------|--------------------------------------|
| 0 Bedroom       | 1                                    | 1                                    |
| 1 Bedroom       | 1                                    | 2                                    |
| 2 Bedrooms      | 2                                    | 4                                    |
| 3 Bedrooms      | 3                                    | 6                                    |
| 4 Bedrooms      | 4                                    | 8                                    |
| 5 Bedrooms      | 5                                    | 10                                   |
| 6 Bedrooms      | 6                                    | 12                                   |

**B. EXCEPTIONS TO OCCUPANCY STANDARDS**

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

Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree not to request a transfer until their family composition changes.

The SMHA may offer a family a unit that is larger than required by the SMHA's occupancy standards, if the waiting list is short of families large enough to fill the vacancy.

The family may request to be placed on a larger bedroom size waiting list than indicated by the

SMHA's occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by SMHA before the family is placed on the larger bedroom size list. SMHA will consider these requests:

**Person with Disability**

The SMHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified and meets requirements in the "Service and Accommodations Policy" section of Chapter 1.

**Other Circumstances**

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

- Persons cannot share a bedroom because of a need for medical equipment due to its size and/or function. Requests for a larger bedroom due to medical equipment must be verified by a medical professional.

Requests based on health-related reasons must be verified by a medical professional, SMHA will verify that the space is being used for the intended purpose and the live-in aide remains qualified to perform the function.

The SMHA may offer a family a unit that is larger than required by SMHA's occupancy standards if there is no waiting list for families large enough to fill the vacancy, or the SMHA determines that the common area for the project is insufficient for accommodating any additional large families.

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

**Other Circumstances**

The SMHA will assign a larger bedroom size due to authorized additions of family members including live-in aide, birth, adoption, marriage, or court-awarded custody.

All individuals occupying the unit and members of the family residing in the unit must be approved by the SMHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the SMHA within **ten (10) working** days.

To avoid vacancies, the SMHA may provide a family with a larger unit than the occupancy standards permit. The family must agree to move to a suitable, smaller unit when another

family qualifies for the larger unit and there is a suitable smaller unit available. This requirement is a provision of the lease.

### **Live-in Aides**

One reason SMHA allows an additional bedroom is related to live-in aides. Although a health care provider must document the need for a live-in aide (which would result in the issuance of an additional bedroom size), the live-in aide must be identified by the family and approved by the SMHA first.

The definition of a live-in aide is recorded in HUD policy which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is: (1) determined to be essential to the care and well-being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. It should be noted that the definition applies to a specific person. In accordance with this definition, a live-in aide is not a member of the assisted family and is not entitled to the unit as the remaining member of the tenant family.

The SMHA must approve the person identified as the live-in aide. The SMHA will disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the SMHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; or has previously violated program requirements in assisted housing. Additionally, the SMHA must establish standards to determine the number of bedrooms needed for families of different sizes and compositions. Consequently, PHAs may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the SMHA's standards for an unidentified live-in aide.

*Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a caretaker under these circumstances.*

**Other Reasonable Accommodation Issues.** A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit.

The SMHA must consider requests for an exception to the established subsidy standards on a case-by-case basis and provide an exception, where necessary, as a reasonable accommodation. The SMHA shall document the justification for all granted exceptions.

**Medical Equipment.** Although SMHA may approve an additional bedroom for medical equipment if the need is documented by a health care provider, the actual equipment in the extra bedroom should be verified by the SMHA during the annual inspection of the unit. If the extra bedroom is not being used for the intended purpose, the SMHA must reduce the bedroom standard. However, the SMHA may take further action, if it believes any lease or family obligations were violated.

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**C. INCENTIVES TO ATTRACT HIGHER INCOME FAMILIES TO LOWER INCOME DEVELOPMENTS**

See Chapter on Tenant Selection and Assignment.

**D. ACCESSIBLE UNITS**

The PHA has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

## Chapter 8

### TRANSFER POLICY

#### INTRODUCTION

The transferring of families is a very costly procedure, both to the SMHA and to the families. However, it is the policy of the SMHA to permit a resident to transfer within or between housing developments when it is necessary to comply with occupancy standards or when it will help accomplish the Affirmative Housing goals of the SMHA or further its mission. The transfer policy will be carried out in a manner that does not violate fair housing.

For purposes of this transfer policy the "losing development" refers to the unit from which the family is moving from and the "gaining development" refers to the unit to which the family is transferring to.

#### GENERAL TRANSFER POLICY

It is the policy of the SMHA to require or permit resident transfers within and/or between SMHA public housing developments for the following reasons:

Modernization, RAD conversions, and other program adjustments;

To abate dangerous and/or substandard living conditions;

To accommodate verified physical conditions caused by long-term illness and/or disability;

To accommodate resident families that are determined to be over- or under-housed by virtue of their family size;

To utilize UFAS accessible units for families needing such features; and

To establish tenancy in SMHA single-family / scattered site units.

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Transfers will be made without regard to race, color, national origin, sex, religion, sexual orientation, military status, ancestry, or familial status. Residents can be transferred to accommodate a disability.

**Commented [NB1]:** Added as ORC 4112.02(H) includes two additional protected classes

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.

Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

It is the policy of SMHA to permit a resident to transfer under certain conditions and to fulfill operational or regulatory requirements.

SMHA will always consider a request to transfer as a reasonable accommodation for a person with a disability. The sole consideration in approving or denying a reasonable accommodation request is whether or not there is a disability related need for the accommodation, and that the request is reasonable.

For transfer requests that are **not** related to a reasonable accommodation request and are **not** a response to an emergency situation, transfers may be denied when the family is not in good standing with SMHA due to serious or repeated lease violations. This may include but is not limited to non-payment or not current on rent or other charges, housekeeping, history of disturbances, not current or fulfilling community service requirements, or destruction of property.

It is the policy of the SMHA not to grant a unit transfer simply to accommodate neighbors who "cannot get along." Activities of the neighbors that impede the rights of others to the peaceful enjoyment of their unit will be treated as a lease violation and cause for termination of tenancy.

#### Security Deposits

1. Families transferring to another development must have paid the security deposit in full at the "losing development."
2. SMHA will charge the families for any damages to the previous unit.
3. In so far as possible, SMHA will determine any move out charges prior to completing the unit transfer. When feasible, any outstanding charges from the old unit will be billed to the tenant prior to transferring them to the new unit. In so far as it is possible, all tenant charges must be paid to the "losing development" prior to leasing up at the "gaining development."
4. Any **remaining charges**, will be transferred to the "gaining development". **Tenants** will immediately be billed for outstanding charges. Tenants that fail to pay for outstanding charges will be issued an eviction notice for non-payment of rent and/or other charges.

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#### Eligibility for Transfer

In order to be determined eligible to receive a transfer, residents must submit the requisite documentation to the SMHA to substantiate their **request and** must be in good standing with the SMHA (ex: have no lease violations at time of transfer application).

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#### SMHA Policy

Except in emergency or approved reasonable accommodation situations, transfers will be avoided when the family is:

Delinquent in its rent;

In the process of reexamination to determine rent and eligibility; or

About to be asked to move for reasons other than non-payment of rent; or

Not in good standing with the SMHA due to rental history or a history of disturbances.

Considered to be an over-income family after 2 years.

After approval of transfer, or no later than immediately prior to actual transfer, an inspection will be conducted by site manager, maintenance and lessee.

After approval of the transfer, or no later than immediately prior to actual transfer, SMHA will re-evaluate whether the tenant is still in good standing with rent payments, lease compliance, not having any damage charges, etc. If the tenant is found to no longer be in good standing the transfer approval will be rescinded and be denied.

#### A. TYPES OF TRANSFERS

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

##### Category 1: Emergency Transfers

Emergency Transfers are **mandatory** when SMHA determines that conditions pose an **immediate threat to resident life, health or safety.**

Emergency transfers may be made to:

- permit repair of unit defects hazardous to life, health, or safety;
- alleviate verified disability problems of a life threatening nature;
- to accommodate a request made under the VAWA of 2013.
- remove residents who are witnesses to crimes and may face reprisals;
- provide housing options to residents who are victims of hate crimes or extreme harassment;

The PHA will seek input from local law enforcement regarding all

requests for transfers due to criminal activity, being victims of crimes or harassment or threat of violence. Police reports and documentation from law enforcement agencies will be considered as input from local law enforcement.

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SMHA will authorize an emergency transfer for a participant family when the resident's unit has been damaged by fire, flood, or other cause to such degree that the unit is not habitable, provided that the damage was not the result of an intentional, careless, or negligent act on part of the resident, resident's family, or guests of the resident. If after the transfer occurs SMHA discovers the damage was caused by the resident, resident's family

or guests, an eviction action may be initiated against the resident.

Emergency Transfers will be conducted according to the following:

Emergency Transfers will be executed as promptly as possible. When units are available, and upon receipt of all required documentation, verification, and approval, SMHA will make every effort to complete the transfer within seven (7) business days. Transfer will be within the housing development unless the emergency transfer cannot be accomplished in this manner.

Ratio of transfers to waiting list applicants is not applicable

Emergency transfers are initiated by the SMHA and/or written family request.

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

## **Category 2** Reasonable Accommodation Transfers

### **Reasonable Accommodation Transfers**

Reasonable Accommodation Transfers are mandatory transfers initiated to meet the verified needs of a resident with a disability. Such transfers may involve moving the residents to an alternate unit or modifying the existing unit to provide the accessibility features required for the residents to fully use and enjoy their housing.

Reasonable Accommodation transfers may be made:

- when necessary to afford a disabled person equal opportunity to use and enjoy a dwelling unit;
- to permit a family that requires a unit with **accessible** features to occupy such a unit.

Reasonable Accommodation Transfers will be conducted according to the following:

As promptly as possible upon receipt of all required documentation, verification, and approval, SMHA will make every effort to execute the transfer without delay to ensure the resident's accessibility needs are met.

Transfer will be within the same housing development unless appropriate unit is not available to meet the family's needs within the development or is not readily available.

Ratio of transfers to waiting list applicants is not applicable.

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

Requests for these transfers will be made to the SMHA with necessary documentation to substantiate the need for such transfers.

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**Commented [NB5]:** Removed language as it is stated above that the transfer will be initiated once SMHA receives all documentation, verification, and approval

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**Category 3 Scattered Site Incentive Transfer Program:**

Scattered Sites Incentive Transfers will be offered to residents without regard to their race, color, religion, sex, disability, national origin, military status, ancestry, or familial status. Families will be selected from the transfer wait list in order of date and time of approval for the Incentive Transfer Program.

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**SCATTERED SITE HOUSING TRANSFER**

This is an incentive transfer, discretionary program for residents who demonstrate positive tenancy behaviors.

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Residents may request transfers to single-family housing units or other apartment units within the Scattered Site housing. The SMHA may also recommend a resident for these units to accomplish various program requirements, in order to alleviate over- and under-housed situations and/or to accomplish other administrative and program objectives of the SMHA.

The requirements that will be considered when evaluating Scattered Site transfers are as follows:

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1. An SMHA resident & has lived in current unit for at least one year;
2. A record of prompt rent payments for the past year;
3. Limited tenant caused damages and prompt payment of damage charges for the past year;
4. Housekeeping inspection for past year must be satisfactory;
5. Positive relations with neighbors for the past year;
6. Part or full-time employment (employment includes income from Retirement and Disability payments) for at least one year;
7. Participation in community activities, employment, education and training to assist in economic self-sufficiency. (Unless otherwise exempt from this requirement); and
8. Income changes must have been reported within 10 (ten) days of change. If tenant becomes unemployed, they must make an effort to participate in programs identified in number seven above.

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At the discretion of the Executive Director, families on the wait list may be considered for this program.

**Category 4 Severely Under-Housed transfers**

Severely Under-Housed transfers include **mandatory transfers** to correct **serious** occupancy standards problems when a family is under-housed.

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Category 4 transfers will only be made if the family size is so large that the household

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members would equal more than two ~~people~~ per bedroom.

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If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 6 voluntary transfer.

~~Category 4~~ or 5 transfers to correct occupancy standards may be recommended at time of annual re-examination or ~~interim~~ redetermination.

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~~Category 4~~ Severely Under-Housed ~~Transfers will~~ be conducted according to the following:

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#### Under-housed (Overcrowded)

Executed when family's name reaches the top of transfer list and authorized unit is available

Transfer will be within the same housing development unless size and type of unit required does not exist within that development's inventory or is not readily available.

Transfers are initiated by the SMHA and/or written family request.

#### Live-in aide

To meet occupancy standards after the approval for the additional live-in aide to the household.

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

#### Category ~~5~~ Severely Over-Housed transfers

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Severely Over-Housed transfers include **mandatory transfers** to correct **serious** occupancy standards problems when a family is over-housed.

Category ~~5~~ transfers will only be made if the family size is so small that it includes fewer ~~people~~ than the number of bedrooms.

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If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 6 voluntary transfer.

Category 4 or 5 transfers to correct occupancy standards may be recommended at time of annual re-examination or ~~interim~~ redetermination.

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Category 5 Severely Over-~~Housed Transfers~~ will be conducted according to the following:

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#### Over-housed

Executed when family's name reaches top of transfer list and authorized unit is available.

Transfer will be within the housing development unless the size and type of unit required does not exist within that development's inventory or is not readily available.

Transfers are initiated by the SMHA and/or written family request.

**These transfers *may* take priority over new admissions. These transfers may be placed on hold if SMHA determines moving families out of a unit that is too large will create an occupancy problem for the larger sized unit due to lack of applicants for larger units.**

**Category 6 Voluntary transfers** may be made to:

- voluntary transfers based on occupancy standards when the family does not meet the criterion for a Category 4 or Category 5 transfer; or
- avoid concentration of the most economically and socially deprived families;

In the case of transfers to meet the deconcentration requirements and families are asked to move based on the Established Income Range, the following will apply:

These transfers will take place when the first family on the transfer list above the EIR is needed to move into a development below the EIR, or vice versa.

Ratio of transfers to waiting list applicants not applicable.

The SMHA does not offer incentives for families above the EIR to move into a development below the EIR, or vice versa.

The SMHA will not take any adverse action against any transfer family above the EIR declining an offer by the SMHA to move into a development below the EIR, and vice versa, except that the SMHA has the right to uniformly limit the number of transfer offers.

Voluntary Transfers will be conducted according to the following:

Executed when family's name reaches the top of transfer list and authorized unit is available.

Transfer will be within the same housing development unless size and type of unit required does not exist within that development's inventory or is not readily available.

Ratio shall be one transfer for every 15 move-ins from the public housing waiting list except in the case of meeting deconcentration requirements.

Transfers are initiated by the SMHA and/or written family request.

**These transfers will not take priority over new admissions. Voluntary transfers may be put on hold if SMHA determines the need to do so in order to reach occupancy goals.**

## B. TRANSFER WAITLIST MANAGEMENT

The Housing Operation's Executive office will act as the Transfer List Coordinator. This office will be responsible for making decisions on transfer requests and communicating decisions to the property staff and Intake Department. The Intake Department will be responsible for maintaining the centralized Transfer Wait List, communicating with Property Management when transfers will be taking place and assuring all of the necessary documentation is completed.

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1. In certain circumstances, transfers will be considered first before referrals for the waiting list. However, due consideration shall be given to the number of vacant units prior to any transfer.
2. If for any reason the number of vacancies is significant to the extent that the transfers would place the Authority in a position of operational instability, additional restrictions to the fifteen to one (15:1) ratio of new move-ins from the waiting list to transfer from within will be imposed to maintain financial stability of the program and operations (98% lease-up/occupancy to be used as a guideline). Restrictions may include putting all transfers on hold other than those required by law (Reasonable Accommodations and Emergencies).
3. The nature of the transfer will also be considered even under these restrictions, as it is recognized that certain life endangering conditions, as may be cause for transfer cannot be restricted by operational objectives.
4. Property Managers are responsible for submitting transfer requests, including necessary documentation, to the Housing Operation's Executive office.
  - Transfers will be sorted into their appropriate categories by SMHA. Transfers will be made in the following order:
  - **Category 1**-Emergency Transfers (immediate threat to resident life, health or safety or VAWA), then
  - **Category 2**- Reasonable Accommodation Transfers, (i.e.: *medical, reasonable accommodations*), then
  - **Category 3** – Scattered Sites Incentive Based Transfer Program
  - **Category 4** – Seriously Under-housed Transfers, (i.e.: *serious occupancy std. problems of family being under-housed*), then
  - **Category 5** – Seriously Over-housed Transfers, (i.e.: *serious occupancy std. problems of family being over-housed*), then
  - **Category 6**- Voluntary Transfers (i.e.: *deconcentration, voluntary transfers based on occupancy standards*), then
5. Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received by SMHA.

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### C. TRANSFER REQUEST AND APPROVAL PROCEDURE

1. Residents applying for a transfer will submit a **Transfer Request Form** to their Property Manager stating the reason a transfer is being requested. Forms are not to be submitted for possible future events such as birth of a child or that the resident may get a live-in aide. The Transfer Request Form will also be used to document requests initiated by the SMHA (ie: to correct occupancy standard problem at re-exams/interims).
2. The property manager will evaluate the request and obtain the proper verification to determine if a transfer is justified. The property manager will also verify all of the criteria under the “good record requirement”.

If the interview/verification process reveals that there is a problem at the family's present site, the manager will address the problem and once solved to the manager's satisfaction, the request for transfer may be forwarded to the Housing Operation's Executive office.

3. All preliminary transfer requests must be forwarded to the Housing Operation's Executive office on a timely basis with the appropriate documentation attached. This will ensure timely review and proper placement on the transfer list by the Transfer List Coordinator.

4. If the request is approved, the Transfer List Coordinator will send the family a Transfer List Notification stating that their name has been placed on the transfer list for the reason and/or bedroom size needed.
5. If the request is denied, the Transfer List Coordinator will send the family a Transfer List Notification stating the reason for denial and offer the family an opportunity for an informal conference if they disagree with the decision.
6. The respective Property Manager will receive copies of all transfer correspondence sent to the family.
7. The approved transfer request form/file will be kept in a file arranged by bedroom size, category, and date the file/verifications were completed.

### D. GOOD RECORD REQUIREMENT FOR TRANSFERS

1. In general, all resident-requested transfers—except those made pursuant to an approved reasonable accommodation or an emergency transfer—will be considered only if the head of household and all other family members have maintained a satisfactory record of compliance with their lease obligations during the preceding twelve (12) months.

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~~including, but not limited to:~~ in

- have not engaged in criminal activity that threatens the health and safety of residents and staff;
- do not owe back rent or other charges, or evidence a pattern of late payment;
- no delinquent repayment agreement or delinquent charges;
- has fulfilled and is currently meeting the community service requirements;
- meet reasonable housekeeping standards and have no housekeeping lease violations; and
- can get utilities turned on in the name of the head of household (applicable only to those select properties with tenant-paid utilities).

**Commented [NB7]:** Changed language to be more clear and concise and add emergency transfers to exception. 24 CFR 5.2005(d) and HUD's Model Emergency Transfer Plan (form 5381) state that emergency transfers are designed to protect safety and not to hold or deny these transfers

**Deleted:** In general, and in all cases of all **resident-requested transfers**, (except requests to transfer pursuant to an approved reasonable accommodation request) residents will be considered for transfers only if the head of household and any other family members for the past one

**Deleted:** year;

2. ~~Because of the potential time lapse between the date of a transfer request and the actual unit offer, compliance with the "good record" requirement will be reviewed twice: first, at the time of the transfer request, and again at the time the unit is offered. Both reviews must confirm that the household remains in good standing for the transfer to proceed.~~

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3. ~~Exceptions to the good record requirement may be granted when it is determined to be in SMHA's best interest to approve the transfer. Such exceptions will be made by the Housing Operations Executive Office, after considering the recommendation of the Property Manager.~~

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

**Deleted:** Exceptions to the good record requirements may be made for emergency transfers or when it is to SMHA's advantage to make the transfer. The exception to the good record requirement will be made by the Asset Management Executive office taking into account the recommendation of the Manager. Absent a determination of exception, the following policy also applies to transfers:

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#### E. WAITLIST MAINTENANCE AND OFFER PROCESS

Prior to an offer being made, an inspection of the tenant's current unit will be conducted to assure no lease violations exist, especially damage to the unit or poor housekeeping. The transfer may be denied based upon this inspection if serious violations exist, except in cases of an emergency transfer, the need for a reasonable accommodation, or SMHA mandated transfers. Exceptions must be approved by the Executive Director.

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#### ACCESSIBLE UNIT OFFERS

When a property manager has a unit that is either all on one floor, has at least one bedroom and bath on the first floor, has any accessibility features or is 504 handicap accessible and it is going to be vacant, they will record this information on the Routing Sheet that is on the shared drive and which the Intake Department utilizes to fill vacancies.

- A. When the Intake Department sees a unit that will meet the needs of a Reasonable Accommodation request, they will consult the Reasonable Accommodation Waiting list to determine the next tenant who is eligible for a Category 2 Reasonable Accommodation transfer.

- B. The Intake Department will contact the resident to make the offer of the accessible unit and to schedule an appointment for showing the unit. **The appointment should be scheduled within two (2) working days unless the resident requests an extension on this time.** The unit must be shown and accepted within five (5) working days or the Intake Department will move on to the next person on the Reasonable Accommodation transfer list that requires the feature(s) of the unit.
- C. The Resident will be given twenty-four (24) hours to accept the unit after the appointment.
- D. The time frame between the “**appointment to show the unit**” and “**lease-up**” should be as short as possible, and keys for the former unit should be returned to SMHA **within seventy-two (72) hours of signing the new lease.**
- E. SMHA will be responsible for the cost of moving a resident due to a Reasonable Accommodation request when the resident is unable to move themselves. The lease should not be signed or become effective until a moving date has been established.
- F. If the resident decides to move themselves and indicates it will take more than seventy-two (72) hours, the extenuating circumstances that would cause the delay must be approved by the Housing Operation’s Executive office.
1. If the extension is approved, the extension and reason must be documented.
  2. If the extension is not approved, the appropriate information must be documented and the proper action on the Transfer Wait List will be taken (see Refusing an Offer).
- G. **All personal belongings must be removed from the unit,** the unit must be “broom swept” clean, and keys returned at the end the of seventy-two (72) hour period. Failure to return the keys to the former unit within seventy-two (72) hours of the moving date may result in additional charges being assessed and may result in eviction based on the resident residing in two assisted units.

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### **ACCEPTING AN OFFER FOR OTHER TRANSFERS**

When a property manager has a unit that will be coming vacant, they will record the required information on the Routing Sheet that is on the shared drive and which the Intake Department utilizes to fill vacancies.

- A. When the Intake Department reviews a vacancy on the Routing Sheet and determines that a transfer can be made into the unit, they will consult the transfer waiting list to determine who is the next eligible resident on the transfer list.
- B. The Intake Department will contact the resident and schedule an appointment for showing the unit. **The appointment should be scheduled within two (2) working days.**
- C. The Resident will be given twenty-four (24) hours to accept the unit after the appointment.
- D. The unit must be shown and accepted within no more than five (5) working days or the Intake Department will move on to the next person on the transfer list.
- E. The time frame between the “**appointment to show the unit**” and “**lease-up**” should be as short as possible, and keys for the former unit should be returned **within seventy-two (72) hours of signing the new lease.**

- F. The lease should not be signed or become effective until a moving date has been established.
- G. If the resident reports that it will take more than seventy-two (72) hours to move and turn in the keys, the extenuating circumstances that would cause the delay must be approved by the Housing Operation's Executive office.
1. If the extension is approved, the extension and reason must be documented.
  2. If the extension is not approved, the appropriate information must be documented and the proper action on the Transfer Wait List will be taken (see Refusing an Offer).
- H. **All personal belongings must be removed from the unit**, the unit must be "broom swept" clean, and keys returned at the end the of seventy-two (72) hour period. Otherwise, failure to return the keys to the former unit within seventy-two (72) hours of the moving date may result in additional charges being assessed and may result in eviction based on the resident residing in two assisted units.

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## **REFUSING AN OFFER**

If a family is on the transfer list and refuses an offered unit, the family will be removed from the transfer list unless SMHA determines that the refusal was for good cause. In such cases, the family will be permitted to remain in their current unit; however, they will be removed from the transfer waiting list and no further transfer offers will be extended.

All unit offers and any refusals, including the reason(s) provided by the family, will be fully documented in the tenant file.

Commented [NB10]: Changed language to be more clear and concise.

Only one unit will be offered to a family unless there is good cause or a hardship situation as determined by the SMHA. In the case of a mandatory unit transfer: if the resident refuses the offered unit, the lease may be terminated by the SMHA by giving a 30-day notice to the resident.

Deleted: If a family is on the transfer list and refuses an offered unit, they will be removed from the transfer list unless SMHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit **but will be removed from the transfer waiting list** and no further transfer offers will be made. All offers will be documented and reason for refusal will be documented. ¶

Good cause may be any of the following reasons:

- The new unit is more than 20 miles from the place of employment of at least one member of the family.
- The new unit is more than 20 miles from the school or job training program that at least one adult member of the family is attending.
- Travel to the doctor from the new unit would create a hardship for an elderly or disabled person.

The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

## **F. PROCESSING IN AND OUT OF DEVELOPMENTS**

A transfer will require good coordination and communication between the sending and receiving developments. Both sending and receiving developments involved must have a definite agreement

as to when the sending development will “transfer” the resident.

A transfer between developments will not be considered a move-out.

- There will be no lapsed time between move-out and move-in. Effective dates must not overlap.
- The resident's records will show a continuous residence in public housing in one development or the other, but not in both developments at the same time.

The transferred resident, between public housing developments, does not have to meet the admission eligibility requirements pertaining to income or preference.

#### **Rent Adjustments**

SMHA will notify the resident of the rent and/or security deposit change by use of a new Lease. The rent will be pro-rated as outlined in the Lease Agreement.

#### **Reexamination Date**

The date of the transfer does not change the reexamination date. The receiving development should be certain that the annual review is properly scheduled to give the staff time to re-determine rent in order to meet the established reexamination date. If the reexamination is in process, the receiving development will assume responsibility for completion.

The sending development will send the family's file to the receiving development once they have been notified that the family has accepted the unit and before the family is leased up. The receiving development will not attempt to lease up a family without possession of the family's file.

#### **G. GRIEVANCE RIGHTS**

Families disagreeing with the determination made on their transfer request may grieve the decision. See Chapter 13, Complaints, Grievances and Appeals.

#### **H. COST OF TRANSFERS**

Residents shall bear the cost of voluntary transfers to correct occupancy standards, resident requested transfers, incentive transfers, and other voluntary transfers.

SMHA will bear the reasonable cost of mandatory transfers SMHA requests for demolition, disposition, rehabilitation, building system failures, or emergency conditions due to no fault of the tenant.

SMHA will approve transfers as a reasonable accommodation for people with disabilities when required to provide equal access to housing. Residents will not be charged for costs associated with the unit transfer itself. However, families are responsible for personal moving costs, such as packing and transportation of belongings, unless otherwise required by law or HUD regulations.

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**Commented [NB11]:** Added this language that states SMHA will not bear the personal moving costs such as packing and transportation of belongings. HUD does not require a PHA to pay for personal moving expenses

**Deleted:** SMHA will bear the reasonable cost of transfers needed as a reasonable accommodation for residents with disabilities. The reasonable cost of transfers includes not just the cost of packing, moving, and unloading, but also the cost of connecting and reconnecting any existing resident-paid services such as telephone and cable. [Public Housing Occupancy Guidebook Chapter 11.7; page 150] ...

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## I. MANDATORY TRANSFERS

If a required change in the size of unit is needed, it will be necessary for the resident to move to a unit of an appropriate size and a new lease will be executed.

If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when it does become available.

The SMHA will place all families requiring a mandatory transfer due to occupancy standards on a transfer list, which will be reviewed for need-based transfers before any unit is offered to a family on the waiting list.

If a family that is required to move refuses the offered unit, the SMHA will evaluate the reason for the refusal and determine if it is one of good cause. If the SMHA determines that there is no good cause, the SMHA may begin lease termination proceedings.

The SMHA will offer the family an opportunity for an informal conference before terminating the family's lease. The family will have ~~fifteen (15)~~ working days from the issue date of the Notice to Terminate to request an informal conference.

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## J. NON-MANDATORY TRANSFERS

When a unit becomes available, and after the transfer list has been reviewed for families requiring a mandatory transfer, the transfer list will be reviewed for other families desiring a transfer.

If there is a participant family waiting for transfer to an available and appropriately sized unit, the participant family will be offered the unit.

A voluntary transfer, rather than a new admission from the waiting list, will fill one in 15 units filled. For every 15 applicants housed from the waiting list, a family who had requested a voluntary transfer will be housed. This ratio does not apply for reasonable accommodation or emergency transfer requests.

SMHA maintains an inventory-wide transfer list and if a family refuses an offered unit, they will be removed from the transfer list unless the SMHA determines that the refusal was made for good cause. If so, the family will be allowed to remain in their unit and will remain on the transfer list until another unit is offered.

## K. TRANSFERS OF RESIDENTS AND APPLICANTS WITH DISABILITIES INTO SMHA'S UFAS-ACCESSIBLE UNITS

Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated between SMHA's Section 504 Coordinator, Intake Department and the Property Manager.

Reasonable Accommodation Transfer requests must include the following information:

- Name of the household member with the disability
- Special features required to address the disability
- Required location of the new unit that will address the disability, if appropriate

Deleted: Good cause may be any of the following reasons:¶  
The new unit is more than 20 miles from the place of employment of at least one member of the family.¶  
The new unit is more than 20 miles from the school or job training program that at least one adult member of the family is attending.¶  
Travel for medical treatment from the new unit would create a hardship for an elderly or disabled person.¶  
The inconvenience or undesirability of changing schools for any minor child will not be considered good cause.

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(e.g. a tenant needs a unit in Massillon to be closer to medical provider).

Tenants are required to update their Reasonable Accommodation requests as their needs change. All requests must be submitted and formally approved prior to a unit offer in order to be considered. Requests that have not been approved at the time of a unit offer will not be grounds for a “good cause” refusal.

### Priority for Accessible Units

#### 1. Current Residents in Same AMP

When an accessible unit becomes available, it will first be offered to a current resident with a disability in the same AMP who requires the accessibility features of the vacant unit and who is occupying a unit that does not provide those features.

- o Residents on the Reasonable Accommodation Transfer Waiting List will be given one (1) unit offer that addresses their approved reasonable accommodation request.
- o If the offered unit adequately meets the verified need, the resident will be required to accept the unit. Failure to accept a suitable unit offer will result in removal from the Reasonable Accommodation Transfer Waiting List and no further offers will be extended.
- o If the offered unit does not adequately address the approved accommodation request, the resident may decline the offer without penalty and will remain on the waiting list until a suitable unit becomes available.

#### 2. Current Residents in Other AMPs

If no current resident in the same AMP requires the accessible features, the unit will next be offered to a current resident with a disability in another AMP who requires the accessible features of the unit and is occupying a unit that does not provide those features.

#### 3. Applicants with Disabilities

If no current residents require the unit, it will next be offered to an eligible, qualified applicant with a disability on the waiting list who can benefit from the accessible features.

#### 4. Applicants Without Disabilities

If there is no eligible, qualified resident or applicant with a disability who requires the features, the unit may then be offered to an applicant without a disability. However, in accordance with 24 CFR 8.27, SMHA will require such applicant to execute a lease addendum agreeing to relocate, at SMHA’s expense, to a non-accessible unit within thirty (30) days of written notice from SMHA that the unit is needed for an eligible applicant or current resident with a disability.

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**Deleted:** Tenants are required to update their Reasonable Accommodation request as their needs change. All requests must be submitted and approved prior to a unit offer in order for them to be considered when a unit offer is made.¶  
When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same AMP who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features. Residents on the Reasonable Accommodation transfer waiting list will be given one unit offer that addresses their specific reasonable accommodation request. If a unit has been identified that adequately meets the needs identified in the tenant’s reasonable accommodation request, the resident will be required to accept the unit. Failure to accept the unit offer will result in the tenant being removed from the reasonable accommodation waiting list, and no further unit offers will be made. If a unit offer is made, which does not properly address the reasonable accommodation request, the resident may decline the unit offer and will remain on the reasonable accommodation waiting list until a more suitable offer is made. All requests for accommodations must be made and approved prior to a unit offer in order for the request to be valid. Denial of a unit offer for accommodation requests that have not been approved prior to the unit offer will not be grounds for a good cause denial of the transfer offer. ¶  
If there is no current resident in the same AMP who requires the accessibility features of the of the vacant, accessible unit, then the unit will first be offered to a current resident with disabilities residing in another AMP who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.¶  
If there is no current resident who requires the accessibility features of the of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the vacant, accessible unit.¶  
If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR 8.27. However, SMHA will require the applicant to execute a dwelling lease that requires the resident to relocate, at SMHA’s expense, to a non-accessible unit within thirty (30) days notice by SMHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. See 24 CFR 8.27.

## Chapter 9

### LEASING [24 CFR 966.4]

#### **INTRODUCTION**

It is SMHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the SMHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

#### **A. GENERAL LEASING POLICY**

##### **General Terms**

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. No lease will have an effective date before the unit is ready for occupancy.
3. The lease shall be signed by the head, spouse, and all other adult members of the household and by the authorized representative of SMHA, prior to actual admission.
4. If a resident transfers from one SMHA unit to another, a new lease will be executed for the dwelling into which the family moves.
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the authorized representative of SMHA.

#### **B. LEASE ORIENTATION**

All adult household members are required to attend a Leasing session prior to residency. Failure to attend the will be grounds for no occupancy and removal from the waiting list.

The purpose of the Leasing session will be to familiarize all new residents with rules, regulations, policies and procedures pertinent to successful occupancy in SMHA's public housing program. The Lease House Rules, maintenance policies, housekeeping, and Community Service requirement will be among the topics at Orientation.

At the time of lease signing, the family will be provided with copies of the:

- Lease
- House Rules
- Community Service Requirement
- Pet Policy

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Lead-based paint provisions
- Smoke Free Housing
- Grievance Policy
- HUD Form HUD-92006
- Etc.

**Form HUD-92006, Supplement to Application for Federally Assisted Housing**

Form HUD-92006 must be included as an attachment to the SMHA's application.  
Prior to execution of the lease, the following must be discussed:

- a. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the SMHA may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

b. Applicants who are currently on the SMHA's waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.

c. SMHA **cannot** require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

d. SMHA should provide applicants the opportunity at time of admission to update, the applicant must make clear to SMHA the reason each person or organization may be contacted. The SMHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicate the reason the SMHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocate organization for assistance for tenancy purposes.

### **C. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. The lease will renew automatically for 12-month terms with the following exception:

- SMHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).
- Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renew for terms of 12 months, and an annual signing process is required.
- The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.
- Failure to comply with SMHA or HUD requirements for continued eligibility.

### **D. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse, co-head and all other adult members, and by an authorized representative of SMHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and SMHA will retain the original in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current SMHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one SMHA unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names of all household members are listed on the lease at initial occupancy and on the Personal Declaration each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by SMHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to SMHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

SMHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **E. ADDITIONS TO THE LEASE**

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. This includes situations in which a tenant is granted custody of a child or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

When a resident requests approval to add a new person to the lease, SMHA will conduct pre-admission screening of any proposed new adult member to determine whether the SMHA will grant such approval. New household members must be approved by SMHA, prior to the actual move-in by the proposed new member.

Also included in the requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for

example, after a medical procedure.

Following receipt of a family's request for approval, SMHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by SMHA will be added to the household.

Children under the age at which juvenile justice records are available, or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from SMHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders.

Requests for the addition of a new member of the household must be approved by SMHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, SMHA will conduct a pre-admission screening, including but not limited to the Criminal History Report, of the proposed new member. Only new members approved by SMHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
  - a. Resident plans to marry and requests to add the new spouse to the lease;
  - b. Resident is awarded custody of a child over the age for which juvenile justice records are available;
  - c. Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren)/adults.
  - d. A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
2. Factors determining household additions which are not subject to screening:
  - a. Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
  - b. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.
  - c. The SMHA will request that the public housing tenant provide the SMHA with a signed consent form from the parent(s) or legal guardian allowing the SMHA to check the juvenile records of the child. Sources to be checked may include any of the following:
    - i. School Records (attendance/behavior)

- ii. Juvenile Probation/Court Records
  - iii. Police Records
3. Residents who fail to notify SMHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without SMHA approval will be considered unauthorized occupants and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].
  4. Family members who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify SMHA of the move-out within 10 days of its occurrence.
  5. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

#### **Visitors**

1. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on SMHA premises that would be a lease violation. Refer to **Chapter 11** for details. Visitors remaining beyond the periods in this policy shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
2. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease <sup>1</sup>.
3. Residents **will not** be given permission to allow a former resident of SMHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
4. Medical hardship, or other extenuating circumstances shall be considered by SMHA in making determinations under this area. Temporary caretaker requests must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The SMHA will review the request and verified reason for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 30 cumulative days within a twelve month period will require prior approval by the Property Manager. Caretakers must provide SMHA with verification of residency prior to being approved to stay in an SMHA unit for more than a 2-week period. (Verification of residency will consist of any two the following: a current lease, a utility bill in the name of the caretaker, mail from a government agency in the caretaker's name, recent pay stubs showing the caretakers name and current address).
5. Residents must advise SMHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for SMHA to contact the resident in an emergency. Failure to advise SMHA of an extended absence is grounds for termination of the lease.
6. Visitors permitted by residents must be reported to the SMHA within 72 hours of their

arrival or prior thereto. Visits not exceeding 14 days must be authorized by the SMHA.

7. Written approval at the discretion of the manager, based on the circumstances, must be obtained for guest visits of more than 14 days. Visitors requesting to stay beyond 14 days must meet the SMHA residency verification standards. Verification of residency will consist of any two of the following: a current lease, a utility bill in the name of the visitor, mail from a government agency in the visitor's name, recent pay stubs showing the visitors name and current address.
8. Residents are responsible for the actions and conduct of their guests in accordance with the lease.

### **Absence from the Unit**

#### **SMHA Policy**

Absence means that no family member is residing in the unit. The family is required to report to the SMHA if they will be absent for more than 30 days. Any family member absent for more than 60 days will be considered permanently absent, unless approved by the SMHA.

The family may be absent for short periods of time, but if the period is more than 180 calendar days, the unit will be considered vacated and the assistance will be terminated.

The family must supply any information or certification requested by the SMHA to verify that the family is living in the unit, or relating to the family absence from the unit, including any SMHA-requested information or certification on the purpose of the family absence. The family must promptly notify the SMHA of any absence from the unit in accordance with this policy.

Absence due to hospitalization or sickness of a family member will be verified and if it is determined that the family member will return home within 60 days, the family will not be considered permanently absent, provided the rent and utilities payable by the family continued to be paid. However if there is no chance of the family member returning to the home within 60 days, they will be considered permanently absent and assistance will be terminated.

Absences longer than 30 days must be approved by the SMHA in writing.

Absences longer than 60 days due to drug treatment or imprisonment will be permanently absent unless approved by the SMHA.

The SMHA will make a determination as to whether imprisonment was due to drug-related or violent criminal activity and will be handled on a case by case basis. A determination will be made after a review by the SMHA.

If both parents are absent from the unit and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days. The lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30-day period. The caretaker will be allowed to remain in the unit as a visitor until a

determination of custody is made by the court. The income of the caretaker will be counted pending the final disposition of the custody award.

If a resident includes a child or children that are temporarily absent due to placement in foster care, the SMHA will determine from the appropriate agency when the children will be returned home. If the period is more than 180 days the children will be permanently removed from the lease and rent re-determined.

An adult child enlisted in military service that leaves the household will be considered permanently absent.

A household member subject to court order restricting the member from the home for more than 180 days will be considered permanently absent.

A person with a disability requesting an extension of time as an accommodation will be granted the extension as long as it is within the 180 calendar day limit.

Any verification to residency by the SMHA or resident will be documented in the file.

**F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**  
[24 CFR 8.27(a)(1)(2) and (b)]

Qualified families will be offered an accessible unit, upon request by the family, when an accessible unit is available. Due to the limited number of accessible units, SMHA will offer vacant accessible units with features for person with disabilities as follows:

- First, to a current occupant of another unit of the same development who requires the accessible features of the vacant, accessible unit and is occupying a unit not having the features;
- If there is no current resident in the same development that requires the accessible features of the vacant unit, then it will be offered to a resident with disabilities residing in another development under SMHA's control, who has a disability that requires the special features of the vacant accessible unit;
- If there are no current residents who require the accessible features of the vacant, accessible unit, then the vacant accessible unit will be offered to an eligible qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, vacant, accessible unit;
- If there is not an eligible qualified resident or applicant with disabilities, needing the features of the vacant accessible unit then the unit will be offered to an applicant on the waiting list who does not need the accessible features of the unit [24 CFR 8.27]. However, the SMHA will require the applicant to execute the SMHA public housing lease that requires the resident to relocate to a vacant non-accessible unit within 30 days of notice by the SMHA that there is an eligible applicant or existing resident with disabilities who requires the accessible features of the unit.

#### **G. UTILITY SERVICES AND RESIDENT OWNED APPLIANCES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction.

If it is determined that any utility service is not on in a unit, the tenant will receive a 24-hour Notice to Correct posted at their unit. If the utilities are not restored in the 24-hour period, then a 5-Day Expedited Notice due to the Health and Safety lease violation will be issued. The tenant must provide documentation of proof of service within 24-hours and the unit will be inspected on the fifth day to assure utilities have been restored. If the utility service has not been restored at the time of inspection, the Property Manager will proceed with the eviction process. If utilities are restored after the first occurrence of a notice of no utilities, this will result in a conference agreement explaining consequences of subsequent violations. If the tenant violates the conditions again while in assisted housing, the second violation will result in an immediate 5-Day Expedited Notice due to Health and Safety.

The lease will designate the appliances provided by SMHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e., washers and dryers).

#### **H. SECURITY DEPOSITS (Refer to Chapter on Security Deposits)**

##### **Security Deposit**

New tenants must pay a security deposit to SMHA at the time of admission. The amount of the security and/or pet deposit required is specified in the lease and the corresponding chapters of this policy.

SMHA will hold the security deposit for the period the tenant occupies the unit.

SMHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

SMHA will refund the Security Deposit less any amounts owed, within 30 days after move out and tenant's notification of new address.

SMHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, SMHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to SMHA. All keys to the unit must be returned to the Management upon vacating the unit.

SMHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the SMHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges.

#### **Pet Fee** (Refer to chapter on Pet Policy)

SMHA requires a nonrefundable pet fee for all authorized pets kept in public housing units, in accordance with applicable HUD regulations and SMHA policy. The deposit is intended to cover additional costs associated with routine cleaning, maintenance, and any potential damage resulting from the presence of a pet. The amount of the deposit will be established in the SMHA Schedule of Charges and must be paid in full prior to pet approval. This deposit is nonrefundable regardless of the length of occupancy, condition of the unit upon move-out, or removal of the pet.

#### **I. RENT PAYMENTS**

The tenant rent is due and payable at the SMHA-designated location on the 1st of every month.

If SMHA does not receive payment by close of business on the 10<sup>th</sup> day of the month, a 30-day notice will be served to the tenant. The notice will be attached to the unit door and a copy of the 30-day notice will be mailed to the tenant. The notice will indicate the amount that is late.

Tenants who have not paid any unpaid charges prior to the close of business on the 10<sup>th</sup> day of the month will be assessed a late charge.

If the 10<sup>th</sup> day of the month is a weekend or holiday, the tenant will have until the close of business on the next business day to make payment before the payment will be considered late (i.e., if the 10<sup>th</sup> day of the month is a Saturday, the tenant will have until the close of business on the following Monday to make a payment before it is considered late).

Any tenant who is delinquent in rent payments 4 or more times in a 12-month period will be considered to be a chronic late payer. Four or more late payments in a 12-month period will be considered to be a serious lease violation which may result in termination of the tenant's lease.

If a resident is experiencing a hardship in the payment of the rent, the resident will be required to provide written notification before the 10<sup>th</sup> day of the month. The notification must include an explanation of the circumstances that will delay the tenant's payment, and the tenant must indicate the date on which full payment will be made. Only the Executive Director, or his/her designee, may provide an extension.

#### **J. FEES AND NONPAYMENT PENALTIES**

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If the tenant fails to make payment by the close of business on the 10<sup>th</sup> day of the month, and the SMHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 30-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

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If the tenant fails to make payment by the close of business on the 10<sup>th</sup> day of the month, they will be assessed a \$15 late fee.

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A charge of \$20 will be assessed against the tenant for checks or ACH payments that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the close of business on the 10<sup>th</sup> of the month, the rent will be considered unpaid.

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The SMHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. SMHA may refuse to accept any future payments made by check after one (1) NSF or other check cashing problems occur with a resident.

If the SMHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

#### **K. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

#### **L. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least 30-days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Posted in at least two (2) conspicuous places within each structure or building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease

revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are by HUD, is grounds for termination of tenancy [24 CFR 966.4(1)(2)(iii)(E)].

PHA Policy

When the PHA Proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice in the central office and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

**M. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement, HUD regulations, state law, and as stated in this policy.

**N. INSPECTIONS OF PUBLIC HOUSING UNITS**

**Initial Inspections**

SMHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by SMHA staff and the tenant, will be maintained in the tenant file. (Any adult member of the household may sign the inspection form for the head of household).

**90 Day Inspections**

The SMHA will schedule and conduct an inspection within 90 days of move-in date. SMHA will intercede if necessary if problems in the care and upkeep of the unit and/or household composition are identified during the 90-day inspection.

**Vacate Inspections**

SMHA staff will perform a move-out inspection when the family vacates the unit and will encourage the family to participate in the move out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. SMHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists SMHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

**Annual Inspections**

SMHA will inspect all units annually using HUD's [National Standards for the Physical Inspection of Real Estate \(NSPIRE\)](#) as a guideline.

The unit will be considered to have failed HUD's [National Standards for the Physical Inspection](#)

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of Real Estate if there are any *life-threatening* Health and Safety deficiencies.

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Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 30 days to bring the unit into compliance with SMHA's housekeeping standards. Residents who fail to bring the unit into compliance within the 30-Day Notice to Vacate period, may be subject to further eviction proceedings.

Residents who have been able to bring their unit into compliance with SMHA's housekeeping standards and have passed the follow-up inspection, will be placed on housekeeping probation. Residents on housekeeping probation will be required to pass monthly housekeeping inspections for two (2) additional months after they have passed the follow-up inspection. Failing a probationary housekeeping inspection may result in further eviction proceedings.

SMHA may require residents who fail a housekeeping inspection to participate in a Housekeeping Standards Course sponsored by SMHA.

If repairs are required to bring the unit into UPCS compliance, needed repairs will be completed by SMHA. If the damages are beyond normal wear and tear and are determined to be the fault of the tenant, appropriate maintenance charges may be assessed to the tenant to cover the cost of the repairs. Inspection reports will indicate whether required repairs are to be charged to the resident.

Required corrections will be repaired by SMHA within 25 days of the inspection date.

All inspections will include a check of the smoke alarms to ensure that they are in proper working order.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit may be in violation of their lease.

### **Quality Control Inspections**

The Management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which SMHA can be of service to the family.

SMHA staff will conduct quality control inspections on at least 5% of units or the mandatory minimum per the HUD protocol.

The purpose of these quality control inspections is to assure that the inspections were performed properly and repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

### **Special Inspections**

Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review SMHA operations periodically and as a part of their monitoring may inspect a sampling of the SMHA's inventory.

### **Other Inspections**

SMHA staff will conduct periodic walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Building exterior and grounds inspections are conducted at all PHA properties to determine hazardous conditions as well as to assist in budget preparation.

Management staff shall conduct inspections for all new residents within 30 days of the lease start date, providing at least 24 hours' advance notice. Additional inspections shall be conducted when management receives poor housekeeping reports from maintenance personnel or other PHA staff. **Emergency Inspections**

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Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) Repairs are to be completed within 24 hours from the time the work order is issued.

### **Emergency Repairs to be Completed in Less than 24 Hours**

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

1. Fires-Call the Fire Department at 911 before contacting Maintenance
2. Air conditioning and cooling problems in the summer based on the current temperature
3. Heating problems in winter, based on current temperatures
4. Electrical failures (affecting more than just a light fixture or outlet circuit)
5. Gas leaks
6. Plumbing stoppages affecting ALL toilets
7. Breaks in main water lines and major water leaks
8. Lock-outs – Subject to the resident paying the cost for responding.

**NOTE:** REQUESTS FOR DUPLICATE KEYS AFTER WORKING HOURS MUST BE APPROVED BY THE ON CALL DIRECTOR OF OPERATIONS.

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" in this chapter.)

### **Entry of Premises Notices**

The SMHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

The SMHA will provide the family with at least 24 hours advance notice prior to entering the unit for non-emergency reasons other than the annual inspection.

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If SMHA enters a unit, they will leave notice that they were in the unit and the reason.

Reasons the SMHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

It is encouraged that an adult family member be present during the Annual Inspection, but it is not required.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the PHA to enter.

#### **Non-Inspection Emergency Entry**

SMHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

#### **Family Responsibility to Allow Inspection**

SMHA must be allowed to inspect the unit at reasonable times with reasonable notice. ~~Written notice of at least 24 hours will be considered reasonable in all cases, except in emergencies.~~

SMHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. SMHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and SMHA will notify the family of its intended action, which may include eviction.

If the resident refuses to allow the inspection, the resident will be in violation of the lease.

#### **Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a 30-day Notice to Termination of Lease. The resident will have 30 days to prepare the unit for a re-inspection to determine if the unit has been brought into compliance with SMHA housekeeping standards.

If the family fails to comply with the re-inspection, it can result in lease termination.

Citations will be issued to residents who purposely and for convenience disengage the unit's smoke detector.

Repeated citations will be considered a violation of the lease.

Listed below are some of the circumstances considered to be a violation of SMHA's housekeeping standards: Citations will be issued to residents who purposely disengage the unit's smoke detector.

- Damage - Holes in walls, doors, damage to screens and SMHA furnished appliances are

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considered negligence and destruction. Malicious and negligent damage to doors, woodwork, and kitchen cabinets are in the same category.

- Health and Sanitation - Sinks and toilets left in a condition where color and filth are evident to the senses, are considered health problems. Garbage left inside and around the apartment, unwrapped and not in proper refuse containers is also considered a health problem.
- Floors – Floors containing food particles, discolored by dirt and absence of floor is considered unsatisfactory. Carpets containing food particles and that are badly torn and damaged are also unsatisfactory.
- Windows – Broken or cracked windows, screens and shades torn and hanging or totally out or missing are not satisfactory.
- Safety-Combustible materials stored around areas such as water heaters, stoves and furnaces is unsatisfactory. Exits blocked by furniture and other large items is considered unsafe.
- Exterior – Litter, garbage and rubbish in yards and around the garbage container is unsatisfactory. Inoperable vehicles in the yard or parking lots are not permitted; parking and driving on lawns is not permitted.
- Walls – Crayon or other markings on walls, floors, refrigerators, stoves and woodwork is unsatisfactory.
- Stoves – Burners and oven containing grease and cooking residue are unsafe and unsatisfactory.
- Refrigerators – Defrosted, damaged and dirty refrigerators are unsatisfactory.

### **Tenant Damages**

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

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## Chapter 10

### PET POLICY

#### [24 CFR 5.309 and 24 CFR Part 960, Subpart G]

#### INTRODUCTION

PHA's have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains SMHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of SMHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of SMHA.

The purpose of this policy is to establish SMHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. SMHA also establishes reasonable rules governing the keeping of common household pets.

**Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service animal.**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Stark Housing Authority (SMHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in SMHA owned properties.

A common household pet, for the purposes of SMHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

#### **A. EXCLUSION FROM the PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2020-01)**

FHEO Notice 2020-01 explains certain obligations of housing providers under the Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations for Titles H and III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

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This definition, however, does not limit SMHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (*e.g.*, a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA.

SMHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit MHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other resident's peaceful enjoyment of the property.

SMHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing MHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog), written verification is not required; and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places of public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education. MHA will ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title III ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. MHA will apply this standard.

#### **Support Service Animal**

Distinction is hereby given to "support animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "support animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other

"auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a support or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing SMHA's reasonable accommodation process.

SMHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, SMHA will approve the animal.

Residents requiring more than one pet as either a "support animal" or "service animal" must request the animal by completing SMHA's reasonable accommodation process.

## **B. MANDATORY RULES FOR RESIDENTS WITH PETS**

In accordance with 24 CFR 960.707, SMHA hereby sets forth the following rules for pet ownership in its conventional housing units:

### **Registration**

1. The Resident must request and receive written formal approval from the SMHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form." All pets must be registered, even if a pet deposit is not required.
2. Registration of the pet shall include a photograph being taken by the SMHA and retained on file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.
5. At the time of registration, the name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.

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7. Residents will be given thirty (30) days to provide all required documentation, including but not limited to veterinary records, vaccinations, and registration forms, as applicable. Failure to submit the required documentation within thirty (30) days will result in withdrawal of pet approval, and the pet will not be permitted to remain in the unit.
8. A Pet Fee per animal of \$250 must be paid at the time of the pet move-in, unless it is an assistive/companion animal. The deposit may be paid in increments of no less than \$50 per month for each succeeding month, until \$250 has been paid. The Pet Fee may not be used or any part thereof for any damages.
9. **There is a limit of one dog or cat per household.**
10. No visiting pets are allowed on SMHA property.

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### Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and stand no more than 20 inches in height from the front shoulder of the animal.
2. Must adhere to the breed restrictions in this policy.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
4. Doghouses located outside any dwelling unit are prohibited.

### Cats

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown).
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed at least twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

### Dog/Cat—Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the

Humane Society or by means of the veterinarian certification provided for on the Pet Registration Form.

### **Birds**

1. Maximum number: 2
2. Must be enclosed in a cage at all times.

### **Fish**

If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fishbowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

### **Rodents (Guinea pig, hamster, or gerbil ONLY; mice or rats are not allowed.)**

1. Maximum number 1
2. Must be enclosed in an acceptable cage at all times. Must have any or all inoculations as specified now or in the future by State law or local ordinance.

### **Turtles**

1. Maximum number 1
2. Must be enclosed in an acceptable aquarium/cage/bowl at all times.

### **Inoculations/Vaccinations**

The pet(s) must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the SMHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the Pet Registration form.

### **Licensing**

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name,

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address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all pets, SMHA will require its residents to comply upon appropriate notice.

#### **Sanitary Conditions**

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (pet waste stations or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
4. Pet waste is not to be put in trash chutes; this includes cat litter.
5. Poorly disposed waste will not be tolerated and will be subject to a \$50 charge per incident.
6. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$50 charge will be levied to the resident's account.
7. Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

#### **General Provisions**

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by SMHA for **extermination of fleas, ticks, and other animal related pests will be a resident charge** Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an "as needed" basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The SMHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the

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care of the pet or the dwelling lease will be terminated.

4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on SMHA property.

**C. CONTROL OF THE ANIMAL**

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. SMHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on SMHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

**D. UNATTENDED ANIMALS**

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to SMHA staff that a pet has been left unattended for more than a twelve- (12) hour period, SMHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

**E. PROHIBITED PETS**

1. SMHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.). SMHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.”
2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets and are not permitted.)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.
5. Animals of species commonly used on farms.
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Snakes, lizards, spiders, chickens.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
  - Any animals whose weight could exceed the weight limitations by adulthood.
  - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
  - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
  - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
  - Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

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**Tenants must adhere to the restrictions on numbers and types of pets.**

**F. PET POLICY VIOLATION PROCEDURES**

SMHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. SMHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

**Notice of Pet Policy Violation**

If SMHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

SMHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has five (5) calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

**Pet Policy Violation Private Conference**

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, SMHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) business days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and SMHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. SMHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

**Notice for Pet Removal**

If the pet owner and SMHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of SMHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the SMHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) calendar days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

**Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy**

SMHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

If a pet must be removed due to the death or incapacity of the pet owner, and the designated responsible parties are either unwilling, unable, or cannot be contacted to assume care, SMHA will arrange for the pet's removal. When possible, SMHA will attempt to place the pet with an appropriate facility or service; however, SMHA cannot guarantee placement or the duration of care. SMHA will not assume responsibility for the pet's ongoing care or for any costs associated with removal, boarding, or related expenses. All such costs shall remain the sole responsibility of the pet owner or, in the event of the owner's death, the pet owner's estate.

**Commented [NB2]:** Re worded at Director Johnson's request

SMHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

**G. PET DISPOSAL**

In the event of the death of the pet, it is agreed by the owner that management shall have discretion to dispose of the pet consistent with Federal guidelines if the main caretakers are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the development office in advance by the resident.

Cost of pet removal and subsequent fees will be charged to the resident.

Under no circumstances are pets to be buried or disposed of on the premises or in trash containers or dumpsters.

**Deleted:** If a pet is removed due to death or incapacity of the pet owner and to responsible parties are contacted and are unwilling or unable to remove the pet or cannot be contacted; the pet will be removed and placed in a pet facility for a period not exceeding 30 days. SMHA will not be held responsible for the pet or cost incurred due to the necessity of removing a pet because the pet owner and/or their designee have failed to do so. The pet and the expenses incurred are the sole responsibility of the pet owner, or in the case of their death, the pet owner's estate. ¶

H. **SCHEDULE OF PET** ~~Fee~~

FEE SCHEDULE

(A Pet Fee is required for each pet)

| Type of Pet                                                  | Fee   |
|--------------------------------------------------------------|-------|
| Dog                                                          | \$250 |
| Cat                                                          | \$250 |
| Fish Aquarium                                                | \$0   |
| Fish Bowl (Requires no power and no larger than two gallons) | \$0   |
| Birds                                                        | \$0   |
| Caged Pets                                                   | \$0   |

**Note:** The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable deposit for each pet.

~~It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.~~

It is understood and agreed that SMHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, SMHA contractors, and others who are lawfully on the SMHA's premises or other pets or service animals.

**Pet Fee**

SMHA will allow gradual payment of the fee in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment, and;
- Monthly payments in an amount no less than \$50 until the specified fee has been paid.
- SMHA reserves the right to change or increase the required fee by amendment to these rules.
- SMHA will not refund the Pet Fee.

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**Deleted:** The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant.

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All reasonable expenses incurred by SMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Pet Fees are not a part of the rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If SMHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by the management's decision as to what is necessary.

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**I. FORMS**

**PET POLICY ADDENDUM**

**SMHA**

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

**Section I. Pet Ownership**

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the SMHA policy. SMHA shall only allow one 4 legged pet per household.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian, certified on SMHA Form #78, and/or staff of the local humane society. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on SMHA Form #78, or by staff of the Humane Society and must be provided before the execution of the Pet Policy Addendum.

6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.
7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.
8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to SMHA staff that a pet(s) has been left unattended for more than an eight (10) consecutive hour period, SMHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, SMHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.
9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to SMHA prior to the execution of this agreement and upon request by the SMHA at any time following the inception of the Pet Policy Addendum.
10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of SMHA's Pet Policy.
11. Prohibited Animals: Animals or breeds of animals that are considered by SMHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a SMHA representative prior to the execution of this lease addendum.

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12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The SMHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
  13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the SMHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from SMHA. The Resident may request a hearing, which will be handled according to SMHA’s established grievance procedure. The pet may remain with the resident during the hearing process unless SMHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by SMHA, the pet must be immediately removed from the unit upon receipt of the notice from SMHA.
  14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged \$25 for the removal of the waste.
  15. The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.
  16. Pets may not be bred or used for any commercial purposes on SMHA property.

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**RESIDENT ACKNOWLEDGMENT**

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay SMHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless SMHA for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of \$ \_\_\_\_\_ to cover some of the additional operating cost incurred by the SMHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE SMHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF THE SMHA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE SMHA.

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I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM SMHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY SMHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN THE RESIDENT'S FILE WITH THE APPROPRIATE SMHA MANAGEMENT OFFICE.

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Head of Household (Undersigned)

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Date

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Housing Authority Representative

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Date

Exhibit "1"

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: \_\_\_\_\_ S.S. #: \_\_\_\_\_

Current Address: \_\_\_\_\_ Move-In Date: \_\_\_\_\_

# of Bedrooms: \_\_ Member of Household Accommodation is requested for: \_\_\_\_\_

A reasonable accommodation is needed because:

The accommodation will:

\_\_\_\_\_ Help you live in the housing or take part in SMHA's program;

\_\_\_\_\_ Help you meet the lease requirements of SMHA's program;

\_\_\_\_\_ Help you meet other requirements of SMHA's program.

**Do not tell the SMHA the name of your disability or the nature or extent of your disability.**

Physician/Health Care Provider name, address and telephone number:

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

Other comments you would like to make regarding this request: \_\_\_\_\_

\_\_\_\_\_

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the SMHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for SMHA.

Once this process has been completed, SMHA will be in contact with you regarding the status of your request, which is based on medical reasons.

\_\_\_\_\_  
Leaseholder/Resident Signature      Phone Number      Date of Request

Do not write below line

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

**Stark Metropolitan Housing Authority**  
**Adopted by Commission: January 5, 2024**  
**Effective: January 8, 2024**

**Pet Policy**

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For Office Use Only

SMHA's Signature: \_\_\_\_\_

Date Received by SMHA: \_\_\_\_\_

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: \_\_\_\_\_

Date Medical Justification Letter sent to physician/health care provider: \_\_\_\_\_

SMHA Form

01/23

Exhibit "2"

**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name & Address of Medical Provider)

RE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes you to verify, to the SMHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the SMHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in SMHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the SMHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the SMHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the SMHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

**YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.**

\_\_\_\_\_/\_\_\_\_\_

Date

Signature

\_\_\_\_\_

Date of Birth

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit “3”

## DEFINITIONSPRIVATE

To: Doctor/Other Qualified Person

**Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:**

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit "4"

SMHA PM Form #78

Revised January 2006

**PET OCCUPANCY REQUEST/REGISTRATION FORM**

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

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

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

---

(To be completed by Veterinarian)

**Description of Pet:**

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

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

---

“Exhibit “5”

**PET OCCUPANCY REGISTRATION FORM**

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

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

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

**Description of Pet:**

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

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

License No.: \_\_\_\_\_

Copy of License/Tag obtained: \_\_\_\_ Yes \_\_\_\_ No

Picture of Pet is to be attached to this form.

**Veterinarian Information/Certifications:**

Name of Veterinarian: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Certification of Inoculations: \_\_\_\_\_

Dated: \_\_\_\_\_

**Stark Metropolitan Housing Authority**  
**Adopted by Commission: January 5, 2024**  
**Effective: January 8, 2024**

**Pet Policy**

Date spayed or neutered: \_\_\_\_\_

How long has resident owned this pet? \_\_\_\_\_

Has your pet lived in rental housing before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, fill in the following:

Name of apartment complex: \_\_\_\_\_

Manager's Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(For SMHA use only)**

Pet Photographed by: \_\_\_\_\_

\_\_\_\_\_  
SMHA Staff

\_\_\_\_\_  
Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

\_\_\_\_\_ Yes \_\_\_\_\_ No

Pet identification sticker affixed to unit door/window:

By: \_\_\_\_\_

\_\_\_\_\_  
SMHA Staff

\_\_\_\_\_  
Date

Photo to be affixed here & filed with the agreement

## Chapter 12

### LEASE TERMINATIONS [24 CFR 966.4]

#### **INTRODUCTION**

SMHA may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the lease. This Chapter describes SMHA's policies for notification of lease termination and provisions of the lease.

#### **A. TERMINATION BY TENANT**

The tenant may terminate the lease by providing SMHA with a written 30-day advance notice as defined in the lease agreement.

#### **B. TERMINATION BY SMHA**

Termination of tenancy will be in accordance with SMHA's lease.

The public housing lease is automatically renewable, EXCEPT the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements. See Chapter 15 for Community Service.

The Violence against Women Reauthorization Act of 2013 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as "other good cause" for terminating the tenancy or occupancy rights of the victim of such violence.

The lease may be terminated by SMHA at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purposes;

- Failure to pass annual inspections with adequate notices to correct;
- Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing project and the Tenants;
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenant's residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy
  - o The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
  - o Any other person under the tenant's control shall not engage in such activity on public housing premises.
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from SMHA property to be present on the SMHA property. An up-to-date banned list is maintained at the SMHA's main office and management offices.
- Alcohol abuse that SMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.

- Non-compliance with Smoke Free Housing Rule requirements
- Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term;
- Discovery after admission of facts that made the tenant ineligible;
- Discovery of materially false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
- Failure to accept the SMHA's offer of a lease revision to an existing lease that is on a form adopted by the SMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- Over-income for Public Housing
- Exceeding the Asset Limitations
- Other good cause.
- Four (4) late payments in a 12-month period

### **C. NOTIFICATION REQUIREMENTS**

SMHA's **written** Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Chapter on Complaints, Grievances and Hearings.)

Notices of lease termination must be in writing and delivered to the tenant or adult member of the household; or posted and sent by First Class Mail properly addressed to tenant.

3-day notices of termination of tenancy termination and 3- day notice to vacate must be in writing and delivered to tenant or adult member of the household; or posted and sent by Certified Mail properly addressed to tenant.

All notices of lease termination will include a statement of the protection against termination provided by VAWA for victims of domestic violence, dating violence, sexual assault or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of

physical violence against family members or others or (b) incidents of domestic violence, dating violence, sexual assault or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies in Chapter 12-D.

#### **Disclosure of Criminal Records to Family**

Before the SMHA terminates the lease based on a criminal record, the tenant and subject of record will be provided the opportunity to review a copy of the criminal record. Tenants may dispute the accuracy and relevance of that record at the grievance hearing or court hearing.

#### **Timing of the Notice**

If SMHA terminates the lease, written notice will be given as follows:

At least **30** calendar days prior to termination in the case of failure to pay rent;

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A reasonable time, defined in the lease as **3 working days**, considering the seriousness of the situation:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA as described in 24 CFR 966.51(a)(2)(i)(A);
- Any violent or drug-related criminal activity on or off the premises as described in 24 CFR 966.51(a)(2)(i)(B); **or**
- Any criminal activity that resulted in felony conviction of a household member as described in 24 CFR 966.51(a)(2)(i)(C):

At least thirty days prior to termination in all other cases.

SMHA shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

#### **Criminal Activity**

SMHA will **immediately and permanently** terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

SMHA will terminate assistance of participants in cases where SMHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity. The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where SMHA determines that there is a pattern of a pattern of alcohol abuse.

SMHA will consider the use of alcohol to be a pattern if there are 2 or more than incidents during the previous 6 month period.

"Engaged in or engaging in a recent history of" drug related criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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"Engaged in or engaging in a recent history of" criminal activity means any act within the past 3 years by applicants or participants, household members, or guests which involved criminal activity that would threaten the health, safety or right to peaceful enjoyment of the public housing premises by other residents or employees of SMHA, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

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In evaluating evidence of negative behavior, SMHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

SMHA will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program verified by SMHA, or

The individual involved in drug-related criminal activity is no longer in the household because the person is incarcerated.

The SMHA may permit continued occupancy provided the family accepts imposed conditions that the involved family member(s) does not reside in the unit. The SMHA will consider evidence that the person is no longer in the household such as a divorce decree/incarceration/ death/ copy of a new lease for the person including the owner's telephone number and address/ or other substantiating evidence.

**D. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING (VAWA 2013)**

The Violence against Women Reauthorization Act of 2013 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or affiliated individual in the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as serious or repeated violations of the lease by the victim

of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not limit the SMHA's authority to terminate the tenancy of any tenant if the SMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property.

**VAWA protection does not apply of the individual is not on the lease. VAWA protection does not apply to a live-in aide or caretaker.** While a live-in aide or caregiver who resides in a unit may be a lawful occupant, nonetheless such individual is not a tenant and the protections of VAWA would not apply, except that the live-in aide or caregiver cannot be denied assistance if he or she independently applies for assistance.

Similarly, if an affiliated individual is a victim of domestic violence, dating violence, sexual assault, or stalking, the tenant with whom the affiliated individual resides cannot be evicted or have assistance terminated on the basis of the violence suffered by the affiliated individual, and, consequently, the affiliated individual may receive indirectly the benefit of continued assistance to the tenant.

"Affiliated individual", with respect to an individual, means: (A) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (B) any individual, tenant, or lawful occupant living in the household of that individual.

VAWA 2013 provides that 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 a covered housing program by the victim or threatened victim of such incident; or (2) good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of a victim or threatened victim of such incident.

#### Victim Documentation

##### SMHA Policy

When a tenant family is facing lease termination because of the actions of a tenant, household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the SMHA will require the individual to submit documentation affirming that claim.

The documentation must include two elements:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking.

One of the following:

A police or court record documenting the actual or threatened abuse; or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

VAWA Certification Form- HUD 5382

The required certification and supporting documentation must be submitted to the SMHA within 14 business days after the SMHA request is received by the victim. Upon written request from the tenant, the SMHA will extend the 14-day deadline for an additional 10 business days as long as the extension request is submitted within the initial 14 business-day period.

If the individual does not provide the required certification and supporting documentation within 14 business days or the approved extension period, the SMHA may proceed with termination of the family's lease.

Regardless of the certificate- the SMHA may proceed to terminate the perpetrator by bifurcation of the lease when allowed by the state law.

If the SMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the SMHA will bypass the standard process and proceed with the immediate termination of the family's lease.

If the SMHA is confronted with conflicting documentation about the incident of domestic violence, dating violence, sexual assault, or stalking. VAWA provides, as does the existing regulation on conflicting documentation, that if the SMHA receives documentation under § 5.2007(b)(1) (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), the SMHA may require an applicant or tenant to submit third-party documentation as provided in § 5.2007(b)(1)(ii) or (b)(iii). The statute specifies no time period in which the third-party documentation is to be submitted, however SMHA requires submission within 30 days.

#### Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the SMHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such

violence who is also a tenant or lawful occupant.” This authority supersedes any local, state, or other federal law to the contrary. However, if the SMHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance [Pub.L. 109-271].

#### SMHA Policy

When the actions of a tenant or other family member result in a determination by the SMHA to terminate the family’s lease and another family member claims that the actions involve criminal acts of physical violence against family members or others, the SMHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame or any approved extension period, the SMHA will bifurcate the lease and evict or terminate the occupancy rights of the perpetrator. If the victim does not provide the certification and supporting documentation, as required, the SMHA will proceed with termination of the family’s lease.

If the SMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant’s tenancy is not terminated, the SMHA will bypass the standard process and proceed with the immediate termination of the family.

#### Reasonable Time to Establish Eligibility (bifurcation)

For individual victims that are ineligible, but residing in the unit legally, HUD allows a minimum 90-day period that would be divided into two time periods to possibly gain eligibility:

One time period would be to establish eligibility to remain in the unit in which the tenant is now residing, and a second time period would be to allow the tenant to locate alternative housing if the tenant is unable to establish eligibility for the unit in which the tenant is now residing.

For the first period, the process provides for 60 calendar days, commencing from the date of bifurcation of the lease, for the tenant to establish eligibility to remain in the unit in which the tenant is now residing. For the second reasonable period, the process provides for 30 calendar days, commencing from the 61st date from the date of bifurcation of the lease for the tenant to find alternative housing.

Of course, during first (60 days) period and the second (30 days) period, the tenant may undertake efforts to both establish eligibility to remain in the unit in which the tenant is residing and to find alternative housing.

SMHA is strongly encouraged to assist a tenant in efforts to establish eligibility for the covered housing in which the tenant is participating, and then assist in finding alternative housing if it no longer seems possible that the tenant will be able to establish eligibility for the covered housing program.

For each of these time periods, the process would allow, but not mandate, the SMHA to grant an extension for up to 30 days, subject, however, to the program regulations under the applicable covered housing program authorizing the SMHA to grant an extension, as part of the SMHA's standard policies and practices or, alternatively, granting such an extension on a case-by-case basis.

SMHA's public housing and Section 8 voucher programs where demand for available housing and assistance is high—a period of more than 90 days may adversely affect applicants waiting for admission to public housing or receipt of a voucher, and, therefore, for these programs, the process is for a maximum period of 90 days, without an extension.

It is important to note that the reasonable time period may only be provided to tenants by covered housing providers that remain subject to the requirements of the other covered housing program once the eligible tenant departs the unit.

**SMHA Confidentiality Requirements**

All information provided to the SMHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. The SMHA will not disclose to other parties where the victims have moved- if the victim is transferred or allowed to enter into another program.

**E. RECORD KEEPING**

A written record of every termination and/or eviction shall be maintained by SMHA through the data-based system and as a minimum shall contain the following information:

- Name of resident, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
- Specific reason(s) for the Notices; citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail (other than the Criminal History Report)
- Date and method of notifying the resident;
- Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

**F. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 5.514]**

If SMHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any proration of assistance provided for the family.

## **Chapter 13**

### **GRIEVANCES AND APPEALS**

[24 CFR Part 966 Subpart B]

#### **INTRODUCTION**

This document describes the policies to be used when families disagree with a decision by the SMHA based on any action, decision, or inaction by SMHA. It is the policy of SMHA to ensure that all families have the benefit of all protections due to them under the law.

If a Complainant does not follow the procedures set forth in this policy and/or does not request a hearing, then the Authority's action, inaction, or decision shall be considered final on part of SMHA. Failure of a Complainant to request a hearing does not constitute a waiver of his/her right to contest the Authority in an appropriate judicial proceeding.

For all aspects of the grievance and appeals process, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use the grievance procedures equal to a non-disabled person.

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the SMHA. This Chapter describes the policies to be used when families disagree with a SMHA decision. It is the policy of the SMHA to ensure that all families have the benefit of all protections due to them under the law.

- Grievances shall be handled in accordance with the SMHA's approved Grievance Procedures (Adopted August, 1971) (Revised May, 1994, May 2018 and January 2024). The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

#### **A. RIGHT TO A HEARING**

1. Upon filing of a written request as provided herein, a Complainant shall be entitled to an informal settlement hearing by an impartial person not involved in the original decision and/or a formal grievance before a 3<sup>rd</sup> party hearing officer.
2. Notwithstanding any other provision herein, all rights of a resident under this Grievance Procedure shall be deemed waived on disputes regarding rent, unless such resident has paid and continues to pay to Stark Metropolitan Housing Authority (SMHA) all rentals on the

scheduled due dates pursuant to the terms of his lease with SMHA. If the dispute is over the amount of rent or other charges which SMHA claims is due, any disputed amounts may be deposited with the local Clerk of Courts.

3. Because HUD has issued a due process determination that the law of the State of Ohio requires that a resident be given the opportunity for a hearing in court which provides the basic elements of Due Process before eviction from the dwelling unit, this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety, or right to a peaceful enjoyment of the premises of other residents or employees of the SMHA. (see Chapter on Lease Terminations and Chapter on Evictions)
  - b. Violent or drug-related criminal activity on or off the premises
  - c. Any criminal activity that resulted in felony conviction of a household member
4. This Grievance Procedure shall not be applicable to disputes between residents not involving the SMHA or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the SMHA's Board of Commissioners.

**B. INFORMAL SETTLEMENT HEARING OF A GRIEVANCE**

1. Any grievance or complaint must be personally presented, if possible, to the Central Office of SMHA or to the management office of the development in which the Complainant resides so that the grievance may be informally discussed and settled without a formal grievance hearing. The grievance must be signed by the Complainant and filed in such office by him or his representative within a reasonable time, not in excess of ~~ten (10)~~ working days of the SMHA action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify:
  - a. The particular ground(s) upon which it is based;
  - b. The action requested; and
  - c. The name, address and telephone number of Complainant and similar information about his representative, if any.
2. An informal settlement hearing may be held at the Complainant's request. Otherwise, an answer, in writing, to each Complainant, dated and signed by the development manager or other appropriate official, shall be delivered or mailed to the Complainant within ~~ten (10)~~ working days. A copy of the answer shall be filed with the Complainant in the appropriate project office or the Central Office. The answer shall specify:

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- a. The proposed disposition of the complaint and the specific reasons therefore;
- b. The right of the Complainant to a formal grievance hearing; and
- c. The procedure by which a formal grievance hearing may be obtained. The answer may challenge whether a proper grievance under this procedure has been stated.

**C. REQUEST FOR A FORMAL GRIEVANCE HEARING**

1. If the Complainant is dissatisfied with the proposed disposition of his complaint, as stated in the development manager's or other SMHA official's answer, he may submit a written request to the SMHA Central Office or project management or other office at which the complaint was filed for a hearing. This written request shall be made within ~~fifteen~~ (15) working days of the date of the answer to his complaint. The written request for a formal grievance hearing must be date-stamped and filed in the appropriate SMHA office along with the original complaint and answer. The 3<sup>rd</sup> party formal grievance hearing officer shall be advised, promptly as possible. A date, time and place reasonably convenient to the Complainant and hearing officer will be established and the Complainant will be notified thereof in writing.
2. If the Complainant does not request a hearing within the time period allowed in subsection c. above, he waives his right to the formal grievance hearing, and SMHA's proposed disposition of the grievance will become final.

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**D. HEARING OFFICER**

The Executive Director shall appoint a suitable person to be the 3<sup>rd</sup> party hearing officer to hear and determine outcomes in Formal Grievances.

The hearing officer may be a person, with legal training, if possible. Outside appointees shall serve at the pleasure of the Executive Director and may be paid for services on a time basis.

The hearing officer will be informed that they will be expected to disqualify themselves from hearing Formal Grievances that involve personal friends, other residents of developments in which they work or reside, or Formal Grievances in which they have a conflict of interest or some personal interest.

**E. THE FORMAL GRIEVANCE HEARING**

The parties shall be entitled to a fair hearing before the 3<sup>rd</sup> party hearing officer for formal grievances and may be represented by counsel or another person chosen as a representative.

The formal grievance hearing shall be private unless Complainant requests and hearing officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Any person may be excluded for willful interference with orderly procedure.

The complainant may examine before the hearing, (and at his expense), copy all documents, records and regulations of SMHA that are relevant to the hearing. Any document not made available after the request, therefore by the Complainant, may not be relied on by SMHA or the development manager at the hearing. The Complainant may arrange for the taking and preparation of a transcript of the hearing at his expense.

If the dispute is over the amount of rent or other charges which SMHA claims is due, the Complainant shall deposit the amount in dispute with the Clerk of Courts pending settlement of the dispute by the hearing officer.

If the Complainant fails to appear at a hearing, the hearing officer may postpone the hearing for five working days, or may make a determination that the Complainant has waived his right to the hearing. If postponed, notice of same shall be delivered or mailed to the Complainant. Failure to appear on the date to which the hearing is postponed, shall constitute a waiver of Complainant's right to the hearing.

At the hearing, the Complainant must make a (prima facie case) and then the burden of proof is on SMHA to justify the action or inaction proposed by it in its answer to the Complainant, controvert evidence relied on by SMHA and confront and cross examine all witnesses on whose testimony or information SMHA relies. Any oral or documentary evidence, as limited, however to the facts and issues raised by the complaint and answer, may be received by the hearing officer without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

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

#### **F. DECISIONS OF THE HEARING OFFICER**

1. If the hearing officer's answer to the formal grievance filed challenges whether a proper grievance under this procedure has been filed, the hearing officer shall first determine that question and enter such finding in the record of the proceeding. He may permit, at that point, the Complainant or his representative to modify the stated complaint to clarify their complaint. If the hearing officer decides no proper grievance under this procedure has been filed, the record of the proceeding shall so state and any monies on deposit for Complainant shall be withdrawn and disbursed to SMHA. The hearing officer may find a formal grievance to be improper, among other reasons for frivolity or by reasons of prior determination of the same of a similar claim of grievance.
2. The decision of the hearing officer shall be based solely and exclusively upon facts presented at the formal grievance hearing and upon applicable SMHA and HUD regulations. To the extent that the decision is not inconsistent with State law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated thereunder, or the Annual Contributions Contract, and to the extent provided in subsection 6. below, the decision of the hearing officer shall be binding. At the request of the established hearing officer, SMHA will provide the hearing officer with a pre-hearing packet prior to the formal grievance hearing being conducted. This pre-hearing packet will contain only information directly relevant to the hearing and information that will be formally presented at the formal grievance hearing.
3. After hearing a formal grievance, the hearing officer shall either find a grievance has been proven or has not been proven. In finding that a grievance has been proven, he shall make specific findings as to:
  - a) Which lease requirements and which of its regulations, policies or procedures SMHA has not acted in accordance with;
  - b) What facts constituted the action or inaction not in accordance with such lease requirements, regulations, policies or procedures.
4. If the hearing officer does not find that a grievance has been proven, all monies deposited on account of the Complainant shall be distributed to SMHA.
5. If the hearing officer does find a grievance has been proven, he may take one or more of the following actions as is appropriate to correct the grievance:
  - a) Order SMHA to furnish a utility, service, repair, maintenance, alteration or improvement;
  - b) Order SMHA to credit Complainant with an abatement of a specific dollar amount of rent for a specified period of time for violation of management obligations;
  - c) Order SMHA to cancel an improper charge to resident's account;

- d) Order SMHA to refund a security deposit to Complainant;
  - e) Order SMHA to repay or to credit Complainant with a disputed amount of rent;
  - f) Order SMHA to adjust rent in accordance with the lease;
  - g) Order SMHA to cancel its notice to Complainant to move to another unit in his development, pursuant to the lease;
  - h) Order SMHA to cancel its notice to move, termination of lease and/or proposed eviction.
  - i) Order SMHA to cease entering Complainant's dwelling unit except pursuant to lease provisions.
  - j) Order SMHA to reverse decision regarding applicant's eligibility and reinstate applicant on the waiting list.
  - k) Recommend another proposed action to SMHA for its approval.
6. If the hearing officer orders the furnishing of a utility, service, repair, maintenance alteration or improvement to a Complainant:
- a) Which would equally apply to other residents similarly situated;
  - b) Which would be covered by funds approved by HUD for SMHA expenditure in its management budget, modernization program funding or development program funding;
7. If both parties agree to prepare a proposed decision, each party shall submit same to the hearing officer for his consideration as he may direct.
8. The hearing officer shall prepare his written decision, including the statement of findings and actions as set forth above. This shall be done within a reasonable time or within 30 days after the date of the formal grievance hearing. Copies thereof shall be mailed or delivered to the parties and/or their representative.
9. If the decision is in favor of the Complainant, SMHA shall promptly take all actions necessary to carry out such a decision or refrain from any action prohibited by such decision unless the Board of SMHA determines and notifies the Complainant, in writing, within thirty (30) days that:
- a) The hearing officer has acted arbitrarily or exceeded his authority; or
  - b) Unless Subparagraph F. above applies.

10. A log of all decisions made by the 3<sup>rd</sup> party hearing officer shall be maintained on file by SMHA and made available for inspection by the hearing officer, a complainant or his representative.
11. Any judicial decision or related settlement pertaining to the decision of the hearing officer shall also be maintained on file by SMHA and made available for inspection.

**G. APPEALS**

A decision by the hearing officer, which is in favor of SMHA and/or denies the Complainant his requested relief in whole or in part, shall not constitute a waiver of, not affect in any manner, whatever rights the Complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in that manner.

**H. NOTICE OF TERMINATION OF LEASE**

Notice of termination of a resident's lease may be given at such time as management determines good cause for termination exists, notwithstanding SMHA's obligations to tell residents of the reasons for proposed eviction and the affording of an opportunity to reply or explain pursuant to Paragraph 10 below or any rights to an informal settlement hearing or formal grievance hearing pursuant to this grievance procedure.

**I. NOTICE TO VACATE PREMISES**

1. At the time of the private conference or other appropriate method of advice of reasons for the proposed eviction required by regulation, the resident must be informed in writing, of:
  - a) The specific reasons for the proposed eviction; and
  - b) His right to request an informal settlement hearing or formal grievance hearing as applicable upon the grounds for the eviction within five (5) working days from the date of the conference or notice.
2. If the resident is entitled to a formal grievance hearing on the proposed eviction and the hearing officer by his decision, upholds SMHA's proposal to evict, and action to regain possession may not be commenced unless the resident's right to use and/or occupy the premises has been terminated by State required statutory notice to vacate. Such notice to vacate may not be given prior to the date on which the hearing officer's decision upholding the proposed eviction is delivered or mailed to the resident unless his rights have been waived under this Grievance Procedure.
3. When such notice to vacate is given to the resident, he must be informed in writing that:
  - a) If he fails to quit the premises within three (3) days, appropriate legal action will be brought against him;

- b) If suit is brought against him, he may be required to pay court costs incurred;
- c) If he chooses to contest the legal action, SMHA or development management must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

**J. LIMITATIONS**

Procedures and decisions of the hearing officer shall be valid to the extent that they are not inconsistent with the laws of Ohio, the U.S. Housing Act of 1937, as amended, HUD regulations, or the Annual Contributions Contract.

**K. AMENDMENTS**

The SMHA shall, before amending or changing this Grievance Procedure, provide at least thirty (30) days notice to residents and the Resident Organization of proposed changes in this Grievance Procedure. Within the thirty (30) day period, residents and the Resident Organization may submit written comments to the SMHA. Such written comments shall be considered by the SMHA before adoption of any changes to this Grievance Procedure.

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**L. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet SMHA's admission standards, or where SMHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. The written notification will state that the applicant may seek an Informal Settlement Hearing. Applicants are ineligible for a Formal Grievance hearing.

Applicants must submit their request for an Informal Settlement Hearing **in writing** to SMHA within 10 working days from the date of the notification of their ineligibility. SMHA will then provide an Informal Hearing within fifteen (15) working days of receiving the applicant's request. SMHA will notify the applicant of the place, date, and time of the hearing.

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Informal Hearings will be conducted by an impartial person that is not the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes. The applicant's information, along with data compiled by SMHA, will be considered by the person conducting the informal settlement hearing. A determination will be made based upon the merits of the evidence presented by both sides.

Within ~~thirty (30) calendar~~ days of the date of the Informal Hearing, the individual that conducted the informal settlement hearing will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

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**M. SPECIAL HEARING AND APPEAL PROVISIONS FOR APPLICANTS NOTIFIED OF INELIGIBILITY BASED ON "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration and Naturalization Service (INS) appeal.

**INS Determination of Ineligibility [24 CFR 912.9(e)]**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, SMHA will notify the applicant within ten (10) working days of their right to appeal to the INS. The family will have thirty (30) days from the date of SMHA's notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating in writing directly to the INS. The family must provide SMHA a copy of the written request for appeal, and proof of mailing. For good cause shown, SMHA shall grant the family an extension of the time within which to request an appeal.

Documentation to be submitted to the INS as apart of an appeal to the INS:

1. Copy of original Form G-845S received from INS annotated at the top center in bold print: **HUD APPEAL**.
2. Include two stamped envelopes, one addressed to the applicant and one addressed to SMHA.
3. Attach any and all documentation available to support the reason or basis for the appeal. This should include legible copies of both sides of Form G-845S.

The INS will issue the results of the appeal to the family, with a copy to SMHA, within thirty (30) days of its receipt. If, for any reason, the INS is unable to issue a response within the thirty 30-day time period, the INS will inform the family and SMHA of the reason for delay.

When SMHA receives a copy of the INS response, SMHA will notify the family of its right to request an Informal Hearing on SMHA's ineligibility determination in accordance with the procedures outlined in "Section B. Appeals by Applicants."

If the person conducting the informal settlement hearing r decides that the individual is not eligible, and there are no other eligible family members SMHA will:

1. Deny the applicant family, or
2. Defer termination if the family is a participant and qualifies for deferral, or
3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, SMHA will offer to prorate assistance or give the family the option to remove the ineligible members.

A decision against an applicant under the INS appeal process or SMHA's Informal Hearing does not preclude the applicant from exercising the right to seek redress directly through judicial procedures [24 CFR 912.9(g)].

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide documentation and/or certification.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to either an informal settlement hearing or formal grievance hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

#### **N. EVIDENCE**

The SMHA will use the concept of the preponderance of the evidence as the standard for making all admission, termination, and grievance decisions.

*Preponderance of the evidence* is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with quantity (the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

#### **O. DEFINITIONS**

**“Authority”** shall mean the Housing Authority abbreviated also as SMHA.

**“Complainant”** shall mean any Tenant (as defined below) whose grievance is presented to the SMHA in accordance with the requirements presented in this procedure.

**“Drug”** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**“Elements of due process”** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

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

**“Hearing Officer”** shall mean a person selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto.

**“Hearing Panel”** shall mean a panel selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto or a system adopted by the SMHA.

**“Tenant”** shall mean the adult person (or persons)(other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

**“Grievance”** shall mean any dispute that a Resident may have with respect to any SMHA action, or failure to act, in accordance with the Resident’s lease or SMHA regulations, policies, or procedures that adversely affect the Resident’s rights, duties, welfare, or status with SMHA

**“Request for Hearing”** shall mean a written request filed in accordance with the provisions of the SMHA’s Grievance Policy and Procedures. The Request for Hearing should state the reason for the grievance, and the action or relief sought.

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

**“VAWA Activities”** shall mean any act in which the applicant claims they are a victim of domestic violence, dating violence, sexual assault, or stalking.

## Chapter 14

### FAMILY DEBTS TO THE SMHA

#### **INTRODUCTION**

This Chapter describes the SMHA's policies for the recovery of monies that have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the SMHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the SMHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

#### **TENANT REPAYMENT AGREEMENTS**

Tenants are required to reimburse the SMHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the SMHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the tenant and the Property Manager and Supervisor or his/her designee, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. At a minimum, repayment agreements must contain the following provisions:

- a. Reference to the paragraphs in the SMHA lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the SMHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

SMHA is required to determine retroactive rent amount as far back as the SMHA has documentation of family reported income.

When families owe money to the SMHA, the SMHA will make every effort to collect it. The SMHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Collection agencies
- Credit bureaus
- Income tax set-off programs

**A. PAYMENT AGREEMENT FOR FAMILIES**

**Purpose**

A Repayment Agreement is a written contract between SMHA and a family with an outstanding debt owed to the Authority. The purpose of such agreements is to allow families to address their obligations while maintaining housing stability. Approval of any Repayment Agreement is at the sole discretion of SMHA.

**General Requirements**

**1. Form and Execution**

- All Repayment Agreements must be executed in writing and signed by the head of household, spouse/co-head (if applicable), and the Property Manager.
- Each agreement must also be reviewed and approved by a supervisor prior to becoming effective.
- A copy of the executed agreement will be provided to the family for their records.

**2. Eligibility**

- Families may request a Repayment Agreement when unable to satisfy rent, damages, or other charges in full by the established due date.
- Repayment Agreements will not be approved for first month's rent unless expressly required by HUD program regulations.

- o Families who have previously defaulted on a Repayment Agreement are ineligible for future agreements.
- o Only one Repayment Agreement may be approved within a twelve (12) month period, calculated from the date the prior balance was fully satisfied.

### 3. Financial Terms

- o The minimum balance eligible for a Repayment Agreement is \$100; the maximum balance is \$5,000.
- o A minimum payment of 10% of the total balance owed is required prior to execution of the agreement.
- o Payments are due on the first (1st) day of each month.
- o The minimum monthly installment amount is \$25.
- o The maximum term of any agreement is 36 months.

#### Repayment Schedule by Balance Owed

- o \$100 – \$500 → up to 3 months
- o \$501 – \$1,500 → up to 9 months
- o \$1,501 – \$2,500 → up to 18 months
- o \$2,501 – \$4,000 → up to 24 months
- o \$4,001 – \$5,000 → up to 36 months

### 4. Conditions of Compliance

- o Families must remain current on all rent and other charges while subject to a Repayment Agreement.
- o Failure to make timely installment payments or failure to remain current on rent will result in the entire balance becoming immediately due and payable.
- o Noncompliance with the terms of a Repayment Agreement may result in lease termination, eviction proceedings, and pursuit of all remedies available under law.
- o Any outstanding balance under a Repayment Agreement becomes immediately due in full upon move-out.

**Acceptable cause for a Repayment Agreement (back-up documentation required):**

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**Deleted:** A Payment Agreement as used in this Plan is a document entered into between the SMHA and a person who owes a debt to the SMHA. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of Repayment, any special provisions of the agreement, and the remedies available to the SMHA upon default of the agreement.¶  
When a resident falls behind in rent, owes for damages, or other charges and is unable to pay the balance by the due date, the resident may request a SMHA Repayment be executed. SMHA has the sole discretion of whether to accept such an agreement.¶

All Repayment Agreements must ensure that the delinquent amount is paid within a period not to exceed 36 months or the term of the current lease, whichever is less. The Repayment Agreement form clearly states a schedule of repayments, due dates for repayments should be the 1<sup>st</sup> of the month.¶

Failure to comply with the Repayment Agreement terms may subject the resident to eviction proceedings.¶

Prior to the execution of the Repayment Agreement, the family must pay a minimum of 10% (ten percent) of the balance owed to the property.¶

Residents are allowed one Repayment Agreement within a 12-month period (the 12 month period will start when the entire balance has been paid to SMHA)¶

Residents who have previously defaulted on a Repayment Agreement will not be approved to enter into any other Repayment Agreements.¶

All Repayment Agreements must be in writing and signed by the Property Manager and Supervisor and the head of household/spouse/co-head/ and all signers on the lease (or ex-resident as the case may be).¶

All future rents must be paid on time or the Repayment Agreement becomes enforceable for payment in full. ¶

The Repayment Agreement will accelerate and become due immediately upon move out of a current resident.¶

Failure to pay according to the Repayment Agreement and/or failure to make current rent payments on time will make the Repayment Agreement invalid and the debt will accelerate and become due immediately.¶

No Repayment Agreement will be accepted for the first month rent or for security deposits unless program requirements specifically require this be allowed.¶

A Repayment Agreement signed by the resident (s) must be approved and signed by a Supervisor before it takes effect. A copy of the signed agreement will be provided to the resident.¶

The maximum amount for which the SMHA will enter into a Repayment Agreement with a family is \$5,000.¶

1. Loss of a job in the past 30 days-up to 12-month Repayment plan. Exceptions will be considered on a case-by-case basis and must be approved by the Supervisor or his/her designee.
2. An unexpected medical emergency in the past 30 days – up to 12 months Repayment plan. Exceptions will be considered on a case-by-case basis and must be approved by the Director of Asset Management or his/her designee.
3. Damages caused by misuse and neglect – up to 12 months Repayment agreement. Exceptions will be considered on a case-by-case basis and must be approved by the Director or his/her designee.
4. An approved agency, such as SCDJFS, etc. with verification that the full Repayment will be paid within 60 days – up to 12 months Repayment plan.
5. Documentation that monies will be late due to no fault of resident – up to 2-month Repayment plan.

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#### Late Payments

A Repayment is in arrears if:

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The Repayment has not been received by the close of the business day in accordance to rent collection policies after which the Repayment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

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If the family's Repayment agreement is in arrears, the SMHA may:

Require the family to pay the balance in full

Pursue civil collection of the balance due

Terminate tenancy

Grant an extension of 15 days

If the family requests a transfer to another unit and has a Repayment agreement in place and the Repayment agreement is not in arrears:

The family will **not** be permitted to move, except as provided under SMHA authorized extenuating circumstances, VAWA or reasonable accommodation.

There are some circumstances in which the SMHA may not enter into a Repayment agreement. They are:

If the family already has a Repayment agreement in place.

If the SMHA determines that the family has committed program fraud.

If the SMHA determines that the debt, due to fraud or failure to report income, is so large that it would take more than 36 months to repay.

**Guidelines for Payment Agreements**

Repayment agreements will be executed between the SMHA and the head of household and spouse.

Monthly Repayments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Supervisor or his/her designee. In no case will the payment decrease below \$25/month.

**Additional Monies Owed**

If the family has a Repayment agreement in place and incurs an additional debt to the SMHA:

The SMHA will not enter into more than one Repayment agreement with the same family.

**B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION**

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

**Family Error/Late Reporting**

Families who owe money to the SMHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

**Program Fraud**

Families who owe money to the SMHA due to program fraud will be required to repay in accordance with the guidelines in Section A of this Chapter.

If a family owes an amount which equals or exceeds \$5,000 as a result of program fraud, the SMHA may refer the case for criminal prosecution. SMHA will consider a second incident of non-reporting of required information as deliberate misrepresentation.

**Payment Procedures for Program Fraud**

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The maximum time period for a Repayment agreement will be 36 months.

The minimum monthly Repayment will be \$25.

The amount of the monthly Repayment will be the greater of \$25 or Total Debt divided by total months allowable.

**C. WRITING OFF DEBTS**

Semi-annually, the Finance Director will submit to the Board of Commissioners a list of accounts, including past due rent amount, to be written off because they have been determined to be uncollectible under the following guidelines:

1. The tenant has vacated the unit.
2. They are a current vacated account on the Housing Authorities books and records and stop payment.
3. The former tenant has not made a Repayment within the previous 60 days, nor have they contacted the Housing Authority to make other Repayment arrangements. All attempts to contact the former resident have been unsuccessful.
4. The account has been, or is in the process of being, turned over to a collection agency.

The Housing Authority, in concert with the collection agency and the judicial system, will continue to pursue all reasonable means to collect amounts due after an account is written off. In accordance with HUD guidelines, records will be maintained so that if necessary, the former resident may pay the balance in full prior to being accepted back on the public housing or assisted housing waiting list.

**D. DEBTS OWED BY TENANTS WITH UAPs**

SMHA will counsel families to use the utility reimbursement to satisfy debts owed by tenants.

**E. FORMS**

## Chapter 18

### SECURITY DEPOSITS

#### INTRODUCTION

Tenant security deposits are required to minimize collection losses and to encourage tenants to leave their apartments clean and in good condition when they vacate.

#### **A. SECURITY DEPOSIT AMOUNT**

The security deposit for SMHA public housing shall be \$50 or the TTP whichever is higher.

Security deposits will be updated for current residents and any additional amounts will be collected upon execution of a new lease after the effective date of this policy. Payment agreements may be made for the difference of their current deposit and the new amount.

SMHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

#### **B. PAYMENT AGREEMENT**

Generally the entire security deposit is due prior to move-in and at the time of the lease execution. Arrangements may be made to pay the security deposit in more than one payment in cases of hardship. The resident must sign a payment agreement if the entire amount is not paid at the time of move-in.

Families are expected to obtain the funds to pay security deposits from their own resources and/or other private or public sources. The deposit may be paid in up to three monthly installments, with the minimum payment being fifty dollars (\$50.00).

**Commented [NB1]:** This was changed to the current way that housing operations handles security deposits

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#### **C. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES**

Security Deposits are governed by the terms of the lease, 24CFR's and State Statutes. The SMHA reserves the right to bill a resident's account additional charges if any of the situations below exist or take place within a resident's apartment. This money will be added to the resident's current security deposit. Such deposits may be collected for the following:

- 1) Unauthorized wallpapering.
- 2) Unauthorize painting walls or painting any color other than the original or authorized color.
- 3) If the resident fails a housing inspection due to unsanitary housekeeping or excessive damage to the unit that is beyond normal wear and tear.

If any of the above items are found within a household the resident will be immediately billed fifty dollars (\$50) per room. The SMHA has enacted this change to protect the interest of our housing stock and to reduce the billable charges due by the resident once they have moved out of SMHA housing.

The security deposit amount will be held by SMHA until the termination of the resident's lease and vacate of the unit by the resident. After vacating and inspection, the security deposit may be returned to the resident if:

- 1) There is no unpaid rent or other charges.
- 2) The unit, exterior surroundings, and all equipment therein is left clean.
- 3) There is no breakage or damage that is not due to normal wear and tear.
- 4) There is no equipment missing.
- 5) The security deposit for cases of unauthorized wallpapering or painting will be fully refundable should the resident restore the unit back to original condition with normal wear and tear accepted.
- 6) A thirty-day (30) written notice is provided to SMHA and the keys to the dwelling dwelling unit are surrendered to the management office.

**Commented [NB2]:** At Director Johnson's request, added the language back into the section.

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#### **Refund of Security Deposit**

SMHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

SMHA will provide the tenant or designee identified above with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, SMHA will provide a meeting to discuss the charges.

SMHA will refund the Security Deposit less any amounts owed, within 30 days after move-out and tenant's notification of new address. The tenant will provide information on where the refund will be sent.

#### **D. TRANSFER OF SECURITY DEPOSIT**

If a resident transfers, the original security deposit transfers also. The resident will be responsible for payment of any additional security deposit as outlined in the policy. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

## Chapter 19

### EVICTIION POLICY AND PROCEDURES

#### A. OVERVIEW

The eviction of a resident from Public Housing, Non-Federally Aided, and other federally aided, state aided, or affordable housing program as operated by the SMHA. Eviction is not the preferred method of resolving agency or resident problems. However, when all other reasonable efforts have failed, resident eviction becomes necessary to enforce reasonable rules and regulations of the agency and to ensure that the individual rights of the resident population as a whole are protected.

This eviction policy and procedure IS IN ADDITION TO AND INTENDED TO SUPPLEMENT AND CLARIFY THE ALLOWED GROUNDS FOR EVICTION UNDER THE LEASE(S) and the Admission and Occupancy Policies.

#### B. CAUSES FOR EVICTION

Tenancy may be terminated for **serious and/or repeated** violation of material terms of the lease agreement. The most common causes of lease termination are as follows:

1. Failure to pay rent
2. Failure to pay charges other than rent (maintenance repair costs, late fees, repayment agreements, or other charges as applicable)
3. Drug-related criminal activity on or off SMHA premises
4. Disruptive, violent, or criminal behavior that threatens the health, safety or right to peaceful enjoyment of the premises
5. Unit damage/destruction
6. Failure to maintain the unit in a decent, safe and sanitary condition
7. Assignment of lease, subletting of premises, or providing accommodations for persons not on the lease
8. Failure to appear for scheduled appointments or failure to provide information to management for continued occupancy recertifications ("family obligations")
9. Permitting individuals that are banned from the property to visit or reside on the property.
10. Over-income for Public Housing

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*Note: The above listing is not all inclusive of evictable violations. Violation of any material term of the lease agreement may be grounds for lease termination/eviction.*

Evictions are to be based solely upon documented facts.

**C. DOCUMENTATION AND PROCESSING THE REQUEST FOR EVICTION**

**Documentation Sources**

The Property Manager or designee prior to filing any action with the Courts shall compile all the necessary documentation regarding the tenant(s) failure to uphold the material terms of the lease. Documentation must clearly support the need for eviction. Documentation must show that all other reasonable efforts to resolve the problem and to enforce the rules and regulations have been made by the Property Manager, and/or other SMHA staff as applicable (i.e. Inspectors, Hearing Officers, Resident Services), or that the seriousness of such offense requires immediate action. Documentation may consist of one or more of the following items:

- Proof of arrest or a preponderance of evidence (Note: Conviction of crime is not necessary for eviction)
- Incident Report or other written statement from law enforcement
- Written statements from credible neighbors and/or residents
- Written statements from SMHA staff acting as eye-witnesses
- Photographic evidence
- ~~INSPIRE~~ Inspection Report, maintenance inspection, maintenance work order
- Prior written warnings from Property Manager (Written warnings must quote the applicable lease provision violated).
- Memorandum of Understanding previously executed with the tenant.

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**CAUTION: Attention should be given to the Witness's/Complainant's credibility, motivation, and source(s) of documentation provided.**

Note: In the event that the eviction is for violation of health/safety (commonly referred to as "housekeeping") or for tenant damages, tenants must have been afforded the opportunity to pay the costs for repairs and failed to do so or other follow-up procedures (re-inspections, referral of tenant to outside service agencies for assistance) have failed to remedy the deficiency.

**Presentation of Documentation**

In "packaging" the documentation for presentation to the Supervisor, the program staff Manager shall prepare a statement requesting review of documents for eviction and summarizing the documentation available supporting his/her request to evict setting

forth the reason for the proposed eviction, outlining relevant supporting documentation including dates/times as applicable. The statement shall be attached to the supporting documentation (photographs, Incident Reports, etc.).

The complete tenant file shall be delivered for presentation to the Supervisor with the packaged documents securely placed as the top item on the right-hand side of the tenant file. The Supervisor will review the documentation and the file and will return the file to the program staff with authorization to proceed to evict or will disapprove the file and provide rational (based on regulation, policy, or current SMHA procedure) for the disapproval and provide to the program staff any recommendation for follow-up or for additional documentation as may be needed.

In no event shall a supervisor approve a request to evict without the packaged documentation (proof of need) or without the complete tenant file (in order to provide opportunity to review past tenant history and past management action).

The Property Manager is authorized to serve the initial notice and to proceed in the action, up to and forward the document to the legal department for filing the legal documents with the Courts as dictated by the appropriate jurisdiction.

#### D. TYPES OF EVICTION NOTICES AND FILING PROCEDURES

##### Non-Payment of Rent

Notice (*Notice of Charges Due*) shall be served for delinquency of rent. Notice may be served by (a) Personal Service (with Notice delivered personally to Head of Household and witnessed by other SMHA personnel) or certified mail, return receipt requested, (b) Substitute Service (with Notice delivered personally to family member over the age of 18 years), or (c) Conspicuous Service (with Notice adhered to premise door). The Certificate of Mailing shall be retained as proof of service when served through this method.

~~30~~-Day Notice or as required by HUD Public Housing

Lockout paperwork (*Affidavit of Complaint for Summery Eviction*) shall be filed with the appropriate jurisdictional Court and with the Constable in the event payment is not received in full prior to the Notice deadline.

##### Processing Fees:

The resident will be charged a Processing Fee according to the posted Schedule of Charges.

##### 30-Day Notice for Lease Violations

For general lease violations not inclusive of drug or criminal activity or activity posing an extreme threat to health/safety, a 30-Day Notice is served to the resident household (30-

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*Day Notice of Violation of Lease and Intent to Terminate*) citing the provision(s) of the Lease violated.

The 30-Day Notice must be served with the applicable programmatic Grievance Procedure and VAWA information included to the Notice.

The Notice and other provisions may be served by (a) First class or Personal Service or certified mail, return receipt requested, (b) Substitute Service, and (c) Conspicuous Service by posting on the door.

In the event the resident grieves the action (in compliance with the Grievance Procedure or Court), the Eviction is stayed until such time as a decision is rendered or time expired.

In the event the resident does not grieve the action and the Notice period elapses, or, in the event the resident grieves the action and the Hearing or Court results in a recommendation to proceed with the Eviction and the Notice period has elapsed, the Property Manager shall file action with the Court requesting removal of the family and release of the unit (*5 Day Unlawful Detainer*).

In the event the resident does not vacate once the five (5) days have elapsed, the Property Manager shall file for lockout with the appropriate jurisdictional Court.

### **Criminal Activity**

Any person who while a resident of the Authority is found to have engaged in one or more of the following specified criminal offenses or disruptive behaviors on any property owned by the Authority, or in the case of drug-related criminal activity committed any violation whether or not such offense was committed on or off Authority property, the resident, tenant and/or the entire household *shall be evicted* from the Authority dwelling unit. For the purposes of this section, proof of engaging in or committing a prohibited act shall not require a formal court proceeding or conviction, but rather may be based solely upon evidence of arrest for a proscribed act or other competent and reliable evidence tending to suggest that such a criminal offense or prohibited act was committed. The criminal activities and other disruptive behaviors that will result in eviction include:

- Any violation (relating to Homicide)
- Any violation (relating to Assault or Battery)
- Any violation (relating to Sexual Battery)
- Any violation (relating to Lewd and Lascivious Behavior)
- Any violation (relating to Robbery, Car Jacking and Home Invasion Robbery)
- Any violation (relating to Weapons and Explosives)
- Any violation (relating to the Possession, Sale or Distribution of Controlled Substances)
- Any violation (relating to Kidnapping and False Imprisonment)

- Any violation (relating to Burglary and Trespass)
- Any violation (relating to Arson and Criminal Mischief)
- Any violation (relating to Child Abuse)
- Any violation (relating to Threats and Extortion)
- Any violation (relating to Disorderly Intoxication)
- Any violation (relating to Disorderly Conduct and Breach of Peace)
- Any other violation of any state or federal law which contains as an element of the offense the use of force or violence, the possession of a controlled substance, or the presence of a state of intoxication or inebriation.
- Any disruptive or dangerous activity or conduct of a person while on or off Authority property, which is committed while such person is intoxicated or in an inebriated state.

The SMHA will immediately and permanently terminate the tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

### **3-Day Expedited Notice**

3-Day Expedited Notice (*Notice of Violation of Lease with Intent to Terminate*) is served in cases of drug-related criminal activity, criminal activity, or any activity of an extreme nature that pose a threat to the health/safety of others including but not limited to a threat to the safety of staff.

The 3-Day Expedited Notice must be served and the State of Ohio allows due process and therefore no applicable Grievance Procedure is attached or incorporated in the Notice. The Grievance Procedure states that for lease violations involving drug related criminal activity, criminal activity, or any activity of an extreme nature or violence, there is no SMHA grievance granted by the Property Manager or the Hearing Officer. Any response the resident shall make in regard to such Notice shall be made to the court of law in the jurisdiction in which the Notice was issued.

The Notice may be served by (a) posting on the door and certified mail, return receipt requested, The Certificate of Mailing shall be retained as proof of service.

In the event the resident does not vacate the unit within the 3-Day Notice period, the Property Manager shall file action with the Court requesting removal of the family and release of the unit (*3-Day Unlawful Detainer*).

In the event the resident does not vacate the premises once the three (3) days have elapsed under the *Unlawful Detainer*, the Property Manager shall file for lockout with the appropriate jurisdictional Court.

**E. ACCEPTANCE OF PAYMENTS DUE WHILE UNDER EVICTION**

Evictions for Non-Payment: No payments may be accepted by SMHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *except* when payment is for charges in full\*. Acceptance of funds, whether payment in full or partial payment, negates the eviction and halts all eviction actions and process.

\*SMHA will not accept personal or private third-party checks in matters of eviction for non-payment. If the resident desires to cease the eviction action through payment of all charges, payment must be made by money order. (Third party checks are acceptable from known social service agencies.)

Evictions for Other than Non-Payment: No payments may be accepted by SMHA, its agents or employees, for charges due under the lease agreement (including rent, late fees, maintenance charges, etc.) *including* when payment is for full charges. *However*, such payment may be requested to be paid to the Court by either the Court or the lessee and held in escrow pending the outcome of the Court's decision.

**F. DECISIONS OF THE COURT**

In matters of Eviction, all Evictions pursued by SMHA are subject to civil law including evictions for drug-related or criminal activity.

The decisions of the presiding Court shall be considered final in all matters of eviction unless through Administrative Review it is found that staff has erred or other similar mitigating circumstances prevail. In cases wherein the decision of the Court is subject to reversal, the complete file (hardcopy of tenant file, all Eviction documentation) shall be presented to the Executive Director/or Designee for review and decision. Only the Executive Director/or Designee may reverse a decision of the Court and reinstate an Evicted household.

**G. TERMINATIONS PROTECTED BY VAWA**

Criminal Activity directly relating to domestic violence, dating, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the **victim** of threatened victim of that domestic violence, dating violence, sexual assault, or stalking.

The SMHA may bifurcate the lease to terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to a family member or others without terminating assistance/evicting victimized lawful occupants.

ATTACHMENT B.1(b):  
REVISION OF EXISTING PLAN ELEMENTS

OPERATION AND MANAGEMENT  
(HCV Administrative Plan)

## Chapter 4

### APPLICATIONS, WAITING LIST AND TENANT SELECTION

Part I: The Application Process. This provides an overview of the application process; How applicants can obtain and submit applications; and How the SMHA will manage applications.

Part II: Managing the Waiting List. This presents policies that govern, waiting list structure, opening and closing of the waiting list, community outreach and updating of the waiting list.

Part III: Selection for HCV Assistance. This describes family selection from the waiting list and interviewing families to determine final eligibility.

### INTRODUCTION

The policy of SMHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but SMHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

#### A. HOW TO APPLY

Any family that wishes to participate in the Housing Choice Voucher Program must apply for admission to the program [24 CFR 1.4(b) (2) (ii) ~~and~~ 24 CFR 960.202(a)(2)(iv)]. HUD permits the PHA to determine the format and content of its applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application [Notice PIH 2012-36].

Families who wish to apply for any of SMHA's programs must complete a pre-application online at SMHA's website when waiting list(s) are open. SMHA will take all necessary steps available to assist with ensuring all interested persons are able to have a pre-application submitted.

Pre-applications will be made available in an accessible format upon request from a person with a disability. Persons with disabilities that prohibit them from being able to submit a pre-

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application via SMHA's website may call the SMHA to make other arrangements to complete their pre-application.

A computer for public use to submit an electronic pre-application will be available in the lobby of the central Administrative Office and other designated locations.

Based on the length of time that applicants will need to wait to be housed, the PHA will use a two-step application process.

Under the two-step application process, for the preapplication, no verification is required. The SMHA will require families to provide the information needed to make a determination during the eligibility in the assessment of the family's eligibility before final selection, and to determine the family's final position on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and the amount of rent the family will pay when selected from the waiting list.

The application process will involve two phases.

1. The first is the pre-application. To the greatest extent possible, pre-applications will be submitted electronically via the SMHA website at starkmha.org. The pre-application will be date and time stamped and placed on the waiting list in an unprocessed status until such time a review of the pre-application can be completed.
2. The second phase is the final determination of eligibility. This takes place when SMHA is preparing to issue a voucher for the applicant family. SMHA will ensure current verifications of income, criminal background reports and preferences claimed before issuing a voucher to a family from the waiting list.

## **B. APPLICATION PROCEDURES**

SMHA will utilize an electronic pre-application for the initial application.

**Spanish translation or other language of the pre-application will be made available for individuals needing interpretation of the document.**

At a minimum, the pre-application will contain questions designed to obtain the following information:

- Name of head of household and social security number
- Number of family members broken down by adults/minors and male/female (this will only be used to estimate bedroom size needed)
- Mailing address and phone number(s)

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- Total combined annual income of all household members
- Preference(s) being claimed by the family

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Whether in pre-application or application status, all applicants are required to inform SMHA of changes in family composition, income, and address. This must be done electronically via SMHA's website within 10 days of the change. Corrections, updates, or changes will be submitted electronically by the applicant.

Applicants are also required to respond to requests from SMHA to update information or to indicate their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

All applications will be determined initially eligible for placement on the waiting list. Final eligibility for the Program will be determined after a family has been pulled from the waiting list, prior to issuing a voucher for the family.

### C. COMPLETION OF APPLICATION

All preferences claimed at the point of completing the pre-application, or anytime thereafter while the family is on the waiting list, will be verified according to the following:

Upon receipt of the full application once the family is selected from the waiting list.

If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified and at the time of admission regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Once pulled from the waiting list applicants are required to:

Complete a full Application Form. A full application form is not considered complete until all release forms have been signed, declaration of citizenship status forms have been completed and required household information has been provided.

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members and consent for verification of Immigration status.

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Furnish complete and accurate information as requested. The applicant will sign and certify that all information is complete and accurate.

## PLACEMENT ON THE WAITING LIST

### Eligible for Placement on the Waiting List

#### PHA Policy

The PHA will send an automated email notification of the acceptance of the preapplication determination within 10 business days of receiving a completed pre-application.

Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list.

#### Timeliness of Verification

All information will be verified prior to final determination of eligibility to ensure that current and accurate data is being used in calculating rents and eligibility.

Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

Verifications must be dated within 60 days from the date of the interview and not exceed 120 days in age, prior to issuance of the voucher. The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), assistance, and unit size required.

The applicant file shall contain documentation of all verifications.

#### Systems of Verification

**Upfront Income Verification (UIV):** The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. HUD's **Enterprise Income Verification System (EIV)** is considered to be this method.

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

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SMHA will consult the EIV system on all applicants. The EIV will be used to determine if the applicant is in the HUD system, determine if they are being assisted by other programs in the HUD data-base, and determine if they were previously being assisted by another PHA.

SMHA shall use the streamlined verification system allowed by HUD whenever possible. Thus simplifying the income verification process.

In the case of an applicant whose information most likely will not be available through the EIV System, the applicant will report their income sources and provide acceptable current documents when completing the full application.

At the time of unit offer and final eligibility determination, current 3<sup>rd</sup> party verification as defined by HUD must be obtained to calculate anticipated annual income.

Bank statements are not permitted to be used as verification of Social Security or SSI benefits.

The SMHA will not delay the final eligibility determination of an application beyond 10 working days if they have submitted a 3<sup>rd</sup> party verification request and a third party information provider does not provide the verification in a timely manner.

For applicants, verifications used to determine adjusted income may not be more than 60 **days** old at the time of the original lease. For residents, they are valid for **120 days** from date of receipt. All tenant supplied documents supplied should be dated within the last 60 days of the interview or reexamination. Pay stubs should be current and consecutive.

After admission, an EIV Income Report must be run for all households to confirm income within 120 days of admission date.

Criminal History Reports will be useable as a valid verification for no longer than 120 calendar days. If the criminal history report is older than 120 days at the time of lease-up, the property manager must do a local online records search to ensure no further charges against the applicant have been made since their initial preliminary approval and document that they have done this. Local online records can be checked at [www.starkcjis.org](http://www.starkcjis.org).

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NOTIFICATION OF ELIGIBILITY¶**

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The Section was eliminated by SMHA Board Resolution on  
7/23/2020¶

## PART II: MANAGING THE WAITING LIST

### 4-II.A. OVERVIEW

As per HUD requirements, the SMHA has designed policies for organizing and managing the waiting list. The policies will cover opening and closing of the list, marketing and community outreach, updating of the waiting list and purging ineligible or non-interested families from the waiting list. These policies also aim at keeping a proper number of families on the waiting list to ensure sufficient occupancy levels.

In the case of disputes on eligibility/ineligibility criteria that are pending the outcome of legal proceedings (i.e., currently under appeal in a court of law), the SMHA will determine the family to be ineligible at that time. If the legal decision is rendered that the person did meet the eligible factors, the SMHA shall restore the application to the original date and time, and reinstate the applicant to any other preference factors that the SMHA has adopted. If the legal decision is rendered that the person did not meet the eligibility factors, the SMHA shall only provide the applicant with access to the grievance process in accordance with applicable requirements.

### 4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The SMHA must maintain information that permits the SMHA to select participants from the waiting list in accordance with the SMHA admission policies.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

The waiting list will also contain the following information for each applicant listed:

- Change in preference status
- Changes in family size and composition
- Change of address
- Withdrawal from the waiting list
- Determination of ineligibility

The SMHA HCV waiting list must be organized in such a manner to allow the SMHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

HUD requires the SMHA to maintain a waiting list for the HCV program . As such SMHA is permitted to maintain a separate waiting list for each county or municipality served. SMHA will maintain a single waiting list for multiple counties (Stark, Carroll)

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#### SMHA Policy

The SMHA will maintain a multiple waiting list for the various HCV programs that it serves. SMHA will prioritize referrals from other organizations with MOUs on specialty (FUP, VASH, CoC, etc.) waiting lists.

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At the family's request, the SMHA will place families on the waiting list for any public housing, project-based voucher, moderate rehabilitation, and specialty programs if:

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- The waiting lists are open, and.
- Family is eligible for the program and available unit sizes

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Families that apply for, receive or refuse other types of assisted housing will not affect their placement on the HCV waiting list or any preferences for which they may qualify.

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#### SMHA Policy

The SMHA will not merge the HCV waiting list with any other waiting lists for assisted housing

### Cross-Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]

#### SMHA Policy

SMHA will maintain the waiting list which will include the Housing Choice Voucher, Mod Rehab, Project-Based Voucher Programs or other programs outlined in Chapter 1 that is administered by SMHA.

## **4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]**

### **Closing the Waiting List**

The SMHA should consider closing its waiting list when it has insufficient funds available to assist all applicants on the waiting list over a reasonable period of time. The SMHA may choose to close only a portion of its waiting list instead of the entire waiting list. For example, the SMHA may continue to receive applications from families qualifying for a specific local preference category, i.e. homeless families, while closing its waiting list to all other groups.

#### SMHA Policy

The SMHA will close the waiting list when the wait reaches 12 months of applicants or as needed. The SMHA may open the waiting list for families that have a specific local preference. Where SMHA has particular preferences or funding criteria that require a specific category of family, SMHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

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### Reopening the Waiting List

The SMHA waiting list may only be reopened once a notice has been published in the local newspapers, local media or other suitable outlets. The notice will comply with Fair Housing requirements and will contain the following:

- Who may apply
- Where families apply for assistance
- When applications will be accepted

### SMHA Policy

The opening of the waiting list will be announced 10 business days prior to the actual opening of the waiting list. If the SMHA has elected to only allow families with a specific local preference this will also be announced.

The SMHA will publish the announcements in the following media outlets.

***Local Newspapers:***

***Canton Repository***

***Evening Independent***

***Other Local minority and non-minority media as needed***

### **4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]**

There are many approaches to informing the public about an upcoming application period. The goal of the outreach must be to make the information available to every eligible family. Basic outreach objectives for the SMHA include:

- Stimulate and sustain interest in the program; and
- Provide helpful information to potential participants
- Ensure the waiting list has sufficient number of applicant families

### **Fair Housing Requirements [HCV GB, pp. 4-2]**

All outreach, advertising and public notices announcing the opening or closing of a waiting list must include efforts to ensure that the information will reach those populations that are considered to be “least likely to apply” for assistance under the housing choice voucher program. Outreach must also include efforts to reach persons with disabilities. All advertising and outreach literature must include the equal housing opportunity logo and non-discrimination in the advertising message.

### SMHA Policy

All SMHA outreach efforts will comply with the Fair Housing guidelines and limited English proficiency.

**Extremely Low Income (ELI)**

At least 75 percent of the families who are admitted to a PHA's housing choice voucher program during the PHA fiscal year must be extremely low-income. Extremely low-income families are those with incomes at or below 30 percent of the area median income or the poverty rate, whichever is the greater of the two. Income limits are posted on the internet through HUDUSER. The annual gross income of the applicant family is used for income-targeting purposes. Annual income must have been verified within the 60 days prior to issuance of the voucher. The SMHA must meet its income targeting requirement over the course of the SMHA's fiscal year. In other words, deviations from the 75 percent extremely low-income target are allowed during the year as long as the target is met by the year's end.

SMHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing housing market area and populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

SMHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submit press release to local newspapers, including minority newspapers.
- Write and submit a human-interest story with photographs to a local newspaper.
- Distribute flyers or applications through schools, community agencies, welfare offices, employers, union offices, neighborhood groups, hospitals, commercial establishments (supermarkets, discount stores, laundromats), libraries, and churches.
- Print mail-in applications in local newspapers, including minority papers.
- Request community service announcements through local television and radio.
- Purchase advertising on subways and buses.
- Purchase advertising in local newspapers, including minority papers.
- Ask supportive service organizations to participate in the outreach effort.

- Solicit referrals from agencies working with families least likely to apply.
- Ask current participants to inform friends, family, and neighbors.

#### SMHA Policy

SMHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in SMHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

**SMHA will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.**

#### **4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES**

##### SMHA Policy

Families must immediately report in writing or through the SMHA on-line application on any change of contact information to the SMHA. These changes include:

- Contact information
- Mailing Address
- Telephone number
- Email address

All changes must be submitted through the SMHA website via the online application process.

#### **4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]**

As per HUD requirements the SMHA has established policies in regards to purging and updating of the waiting list.

##### **Purging the Waiting List**

The SMHA decision to withdraw from the waiting list the name of an applicant family that includes a person with disabilities is subject to reasonable accommodation in accordance with 24 CFR part 8. If the applicant did not respond to the SMHA request for information or updates because of the family member's disability, the SMHA will reinstate the applicant in the family's former position on the waiting list. [24 CFR 982.204(c)(2)].

##### SMHA Policy

The waiting list will be purged at least annually by emailing to all ~~registered~~ applicants to ensure that waiting list is current and accurate. The emailing will ask for current information and confirmation of continue interest.

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Any emailing to the applicant which requires a response will state that failure to respond will result in the applicant's name being dropped from the waiting list.

Consideration will be given if failure to respond is related to a disability and is requested and needed as a reasonable accommodation for a person with a disability.

If a family is removed from the waiting list for failure to respond, the Director may reinstate the family if s/he determines the lack of response was due to SMHA error, or to circumstances beyond the family's control.

SMHA allows a grace period of 60 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

SMHA will give written notification via email to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

## Removal from the Waiting List

### SMHA Policy

If at any time an applicant family is on the waiting list, SMHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because SMHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding SMHA's decision (see Chapter 16) [24 CFR 982.201(f)].

## PART III: SELECTION FOR HCV ASSISTANCE

### 4-III.A. OVERVIEW

Families determined eligible will be selected for assistance according to SMHA policies, preferences and available funding.

The order in which families receive assistance from the waiting list depends on the selection method chosen by the SMHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

The SMHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the SMHA selection policies [24 CFR 982.204(b) and 982.207(e)].

#### 4-III.B. SELECTION AND HCV FUNDING SOURCES

##### Special Admissions [24 CFR 982.203]

If HUD awards the SMHA program funding that is targeted for families living in specified units, the SMHA must use assistance for the families in these units and the SMHA may admit a family that is not on the SMHA waiting list, or without considering the family's waiting list position. The SMHA must maintain records showing that the family was admitted with HUD-targeted assistance.

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The following are examples of types of program funding that may be targeted for a family living in a specified unit:

- A family was displaced because of demolition or disposition of a public housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project.
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term.
- Mainstream Vouchers
- Veterans Assistance of Supportive Housing (VASH)
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- Family Unification Program, (FUP)
- Emergency Housing Voucher (EHV)
- As required by HUD for the program, and
- For housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
  - A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
  - A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);

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##### Targeted Funding [24 CFR 982.204(e)]

When HUD awards the SMHA program funding for a specified category of families on the waiting list, the SMHA must select applicant families in the specified category. The order of selection from these categories will be in accordance with Section 4-III.C.

### **SMHA Policy**

SMHA administers the following types of targeted funding:

- ***Mainstream for Persons with Disabilities***
- ***Family Unification Program (FUP)***
- ***VASH***
- ***EHV***
- ***CoC***
- ***TPV***

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### **Regular HCV Funding**

Regular HCV funding may be used to assist any eligible families on the waiting list in accordance with SMHA policies.

### **4-III.C. OTHER ADMISSIONS to SMHA/SUPPORTIVE SERVICES VOUCHERS**

#### **Supportive Service Referral Process:**

Unless specifically disallowed by HUD, SMHA maintains flexibility for any program that allows for supportive services.

Contingent upon funding availability, SMHA will make vouchers available for tenant-based assistance through referrals from outside agencies that provide supportive services for the disabled, veterans and special voucher allocations, including Mainstream and VASH eligible families. In addition, referrals can be entered into with other outside agencies to assist with housing services of the community. They will be identified as “Special Programs” or Targets.

When a family is referred to SMHA through “Special Programs” they will receive a voucher if they meet all of the eligibility requirements enumerated in this plan, and a voucher is available for the program.

Vouchers will be made available to families who are referred, regardless of whether the family is on the regular voucher waiting list, regardless of the family’s current waiting list position, and regardless of whether the waiting list is closed. When a family is referred to SMHA through the “Special Programs”, SMHA will search its regular voucher waiting list to determine whether the referred family is on that list. If the referred family’s name is on the regular SMHA waiting list, upon their request, their name will be removed when they receive a voucher through the “Special Programs”, and the family will be counted toward the “Special Programs” vouchers.

“Special Programs” are responsible for referring families to SMHA in the order deemed acceptable by the participating agencies and may have a specific MOU. Though not required by SMHA, the MOU will also specify the other responsibilities of the participating agencies.

#### 4-III.D. SELECTION METHOD

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The SMHA must admit applicants for participation in accordance with HUD regulations and other requirements, and with SMHA policies stated in the SMHA administrative plan and the SMHA plan. The SMHA admission policy must state the system of admission preferences that the PHA uses to select applicants from the waiting list, including any residency preference or other local preference.[24 CFR 982.202(d)].

#### Local Preferences [24 CFR 982.207; HCV p. 4-16]

The SMHA may establish a system of local preferences for selection of families admitted to the program. SMHA selection preferences must be described in the SMHA administrative plan. The SMHA system of local preferences must be based on local housing needs and priorities, as determined by the SMHA. The SMHA will use generally accepted data sources to determine such needs and priorities.

##### SMHA Policy

Applicants from the HCV Program Waiting List will be pulled based on the time and date of application except for special or targeted funding sources as indicated below.

The PHA will use the following local preferences for the HCV Tenant-based program:

**Residency Preference.** The SMHA will provide a residency preference to families who live, work or who have been hired to work within Stark County, Ohio or who are attending an institution of higher education in the defined area.

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**Insufficient Funding** The SMHA will offer a preference to any family that has been terminated from another subsidized voucher program due to insufficient program funding.

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**PHA-Displaced** The PHA will offer a preference to any family being displaced from PHA-owned or operated properties, including families participating in the PHA's Moderate Rehabilitation Program (Mod Rehab).

**Involuntary Displacement** The SMHA will give an applicant consideration when they are involuntarily displaced, if the applicant has vacated or will have to vacate their housing unit as a result of one or more of the following actions: 1) Natural Disaster: A natural disaster such as a fire, flood or earthquake that resulted in the inhabitability of the applicants unit: 2) Domestic Violence, dating violence.

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**Veterans Preference** the PHA will offer a preference to any Head of Household or spouse who is currently active-duty military personnel or has been generally or honorably discharged from previous military assignments and who receive supportive services with the Department of Veterans Affairs.

Emergency Housing Voucher Preference currently assisted EHV families whose assistance is at risk of termination due to lack of program funding.

Homeless Preference The PHA will offer a preference to families who have registered and been referred to the PHA through the Homeless Management Information System, a centralized county intake hotline.

Disabled Head of Household Preference The PHA will offer a preference to any family whose Head of Household is considered a disabled person.

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with SMHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by SMHA. Documentation will be maintained by SMHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that SMHA does not have to ask higher placed families each time targeted selections are made. SMHA will verify a preference claim at the time of selection from the waiting list. If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Preference and be given an opportunity for informal review to refute SMHA's action. Among applicants with equal preference status, the waiting list will be organized by date and time. If, at the time the family applied, the preference claim was the only reason for placement of the family on the waiting list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

#### Waiting List Reinstatement:

There is one (1) instance where SMHA will reinstate an applicant and allow the applicant family to be placed back on the waiting list in their same position.

- When the applicant family's HOH is on active duty in the US military and is stationed away from home, SMHA will allow the family to remain on the active waiting list in their current position for up to 6 months before the family must reapply.

#### Income Targeting Requirement [24 CFR 982.201(b)(2), HCV GB pp. 4-19]

At least 75% of the families who are admitted to SMHA's housing choice voucher program during the PHA fiscal year must be extremely low-income. Extremely low-income families are those with incomes at or below 30 percent of the area median income or the poverty rate, whichever is the greater of the two. The SMHA may skip non-ELI families for a ELI family to satisfy this requirement.

**Deleted:** SMHA does not apply any Local Preferences to the traditional Voucher Program. Applicants from the HCV Program Waiting List will be pulled based on the time and date of application except for special or targeted funding sources as indicated below.¶

#### **Deleted:** SMHA Policy¶

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with SMHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by SMHA. Documentation will be maintained by SMHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that SMHA does not have to ask higher placed families each time targeted selections are made.¶

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If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Preference and be given an opportunity for informal review to refute SMHA's action.¶

Among applicants with equal preference status, the waiting list will be organized by date and time.¶

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If, at the time the family applied, the preference claim was the only reason for placement of the family on the waiting list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.¶

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### Eligibility Requirement

To be income eligible the families must fall under the following categories:

- Considered a “Very-low Income” Family
- A low-income family that meets additional eligibility criteria specified in the SMHA administrative plan. Such additional SMHA criteria must be consistent with the SMHA plan and with the consolidated plans for local governments in the SMHA jurisdiction.
- Low-income family that is “continuously assisted” under the 1937 Housing Act;
- Low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in (§248.101);
- Low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident homeownership program under §248.173 of this title; or
- Low-income family that is eligible under the student rule provisions.

### SMHA Policy

The SMHA will monitor applicants throughout the year to meet the HUD ELI requirements. If it is found that the SMHA needs to assist more ELI families, these families will be select over a non-ELI family on the waiting list. If the waiting list does not have enough ELI families, the SMHA will conduct a marketing outreach to meet HUD requirements.

### **Order of Selection [HCV GB 4-12]**

As vouchers are expected to become available, the SMHA selects eligible applicants from the waiting list in order to begin the eligibility determination, voucher issuance, and leasing processes. Except for special admissions, participants must be selected from the housing choice voucher program waiting list. The SMHA must select participants from the waiting list in accordance with HUD regulations and requirements and in compliance with admission policies in the SMHA’s administrative plan.

The SMHA’s admission policy must describe the SMHA’s system of preferences that is used to select applicants from the waiting list, including any residency or other local preference. The SMHA must organize its waiting list and maintain the information necessary to select according to its policies.

If the SMHA does not have sufficient funds to subsidize the family unit size of the family at the top of the waiting list, the SMHA may not skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available. When HUD awards the SMHA program funding for a specified category of families on the waiting list, the SMHA must select applicant families in the specified category[24 CFR 982.204(d) and (e)].

### SMHA Policy

SMHA families will be selected on a first-come, first serve basis according to the time and date the completed application is received by the SMHA. Documentation of the time and date will be recorded.

If the SMHA uses preferences or targeted funding, families will be selected according to the local hierarchy of preferences or targeting funding in which families are eligible.

If a family higher on the waiting list is not eligible or in uninterested in targeted funding documentation will be noted in the file so the SMHA does not need to ask these families each time a targeted family is selected.

#### 4-III.E. NOTIFICATION OF SELECTION

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The SMHA will notify the family when they are selected from the waiting list.

##### SMHA Policy

SMHA will notify the family by mail or email **in writing** when it is selected from the waiting list. The notice will inform the family of the following:

- Documents that must be provided prior to the voucher orientation briefing to document the legal identity of household members.
- Other documents and information that should be submitted to SMHA so that eligibility determination can be made
- Any additional information that SMHA requires of the family.
- Once SMHA has made the determination that the family is eligible for participation in the HCV Section 8 program, SMHA will send a email or written notification to the family that will inform them of the following:
- That they are eligible and the next steps to receive the Vouchervia the orientation briefing, including any procedures for rescheduling the voucher orientation briefing.
- Who is required to complete the voucher orientation briefing.
- Any additional information that SMHA requires of the family.

If they fail to respond to SMHA and complete the process within 10 business days, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any known alternate address with the opportunity for an informal review.

SMHA will make 1 attempt to contact the family after passing eligibility. If there is no response the family's application will be withdrawn and they must re-apply. However, any SMHA decision to withdraw from the waiting list the name of an applicant family that includes a person with disabilities is subject to reasonable accommodation in accordance with 24CFR part 8. If the applicant does not respond to the SMHA request for

information or updates because of the family member's disability, SMHA must reinstate must reinstate the family to their former position on the waiting list.

#### 4-III.F. THE APPLICATION INTERVIEW

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HUD recommends the full application is best taken in a private interview situation. However, SMHA will allow submissions both electronically or by mail (hardcopies). The interview is for clarification and present additional documents to help the SMHA determine eligibility and does not mean the applicant has been admitted to the program.

If necessary, a reasonable accommodation must be made for persons with disabilities who are unable to attend an any follow on sessions due to their disability.

##### SMHA Policy

SMHA may conduct group voucher orientation briefings foregoing the one on one interview process.

Each applicant for Section 8 will have the opportunity to receive one Voucher Program offer. If the applicant refuses the Voucher or does not locate housing within the prescribed time allotted, including any extension granted, the applicant will be removed from the waiting list.

Consideration will be given if the failure to accept the offer of a Voucher or failure to locate housing within the prescribed time is related to a disability and consideration is requested as a reasonable accommodation for a person with a disability.

Families selected from the waiting list are required to participate in a voucher orientation briefing.

**The head of household must complete the voucher orientation briefing.** If any adult member is unable to attend or fails to attend the mandatory voucher orientation briefing, SMHA will not issue the voucher at the time of voucher orientation briefing. SMHA will hold the application file and the family will be required to attend the voucher orientation briefing.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, SMHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide must be provided within 30 calendar days from the date of the written request that SMHA provided to the family. (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible non-citizen status). If the required documents and information are not provided within the required time frame, the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the voucher orientation briefing process.

Voucher orientation briefings will be conducted in English. For limited English proficient (LEP) applicants, SMHA will provide interpretive services in accordance with SMHA's established LEP guidelines.

If the family is unable to attend a scheduled voucher orientation briefing, the family must contact SMHA no less than 24 hours in advance of the voucher orientation briefing to reschedule. If they do not call 24 hours in advance SMHA will consider the family ineligible and a notice of denial will be sent to them.

If a family calls no less than 24 hours in advance, SMHA will send a second and final notification letter to the applicant family with a second and final voucher orientation briefing appointment time. Applicants who fail to attend a total of two scheduled voucher orientation briefings without SMHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

SMHA will take into consideration extenuating circumstances that prevented the applicant family from attending one or both of the scheduled voucher orientation briefings. The following outlines the acceptable reasons for missing appointments or failing to provide information by SMHA's established deadlines:

- Medical emergency
- Family emergency
- Hospitalization of the Head, Co-head, Spouse, Other adult or family member which occurred between the date that the written notification was sent to the family and/or during the established deadline

For these circumstances the family must provide SMHA with supporting documentation of the emergency that prevented them from meeting their family obligations.

Approval for such circumstances and permission of a third (3<sup>rd</sup>) offer to attend a voucher orientation briefing must be received from the Section 8 Supervisor, the Section 8 Director, or the Director of Operations.

Applicants failing to attend two scheduled interviews without SMHA approval

Applicants who fail to attend two scheduled interviews without SMHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

#### **4-III.G. COMPLETING THE APPLICATION PROCESS**

The SMHA must verify all information provided by the family (see Chapter 7). Based on verified information, the SMHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted admission, or

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selection preference that affected the order in which the family was selected from the waiting list.

#### SMHA Policy

If the SMHA determines the family is ineligible, the SMHA will send email or written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. The SMHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

If the SMHA determines that the family is eligible to receive assistance, the SMHA will invite the family to attend a briefing in accordance with the policies in Chapter 4 and .

#### **Chapter 4-III-~~H~~, CHOICE MOBILITY (PBV Properties)**

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The Rental Assistance Demonstration (RAD) is a program of the Department of Housing & Urban Development that seeks to preserve affordable housing. RAD provides PHA's a way to stabilize, rehabilitate, or replace properties.

**Choice Mobility.** Once a property is converted, residents of most properties will have a new "Choice Mobility" option, which will allow the resident to request a Housing Choice Voucher that the household can use to select a rental unit in the private market. When you make a request, subject to constraints, the PHA will offer you the next available voucher. Under the PBV Program, you may request an HCV after living in a RAD property for one year; under the PBRA program, you can request HCV after you have lived in a RAD property for two years. Tenants exercising their choice mobility rights will receive priority on the PHA's waiting list.

**Qualification Requirements:** Although RAD allows residents to remain at a RAD property after conversion even if they are over-income, if you want to participate in RAD's Choice Mobility feature, you will need to qualify for a HCV, including the program's income and initial eligibility rules. The PHA is responsible for determining your qualifications to receive a HCV. The PHA will place Choice Mobility participants in a priority position on the PHA's waiting list for a voucher. However, the PHA will establish limits to the number of vouchers it provides for Choice Mobility.

**PBV:** For PHA's where the total number of PBV units under HAP Contract exceeds 20% of the PHA total authorized vouchers, the PHA may limit the number of Choice Mobility vouchers it issues to 75% of it's annual turnover vouchers.

**PBRA:** PHA's may limit the number of vouchers used for Choice-Mobility to one third of it's annual turnover vouchers and may limit the number of Choice-Mobility voucher moves from any given property in a year to 15%.

Stark Metropolitan Housing Authority  
Adopted by Commission:  
Effective: 4/1/2025

Applications, Waiting List and Tenant Selection

**ATTACHMENT B.1(b):  
REVISION OF EXISTING PLAN ELEMENTS**

**GREIVANCE PROCEDURES**

## **Chapter 13**

### **GRIEVANCES AND APPEALS**

[24 CFR Part 966 Subpart B]

#### **INTRODUCTION**

This document describes the policies to be used when families disagree with a decision by the SMHA based on any action, decision, or inaction by SMHA. It is the policy of SMHA to ensure that all families have the benefit of all protections due to them under the law.

If a Complainant does not follow the procedures set forth in this policy and/or does not request a hearing, then the Authority's action, inaction, or decision shall be considered final on part of SMHA. Failure of a Complainant to request a hearing does not constitute a waiver of his/her right to contest the Authority in an appropriate judicial proceeding.

For all aspects of the grievance and appeals process, a disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use the grievance procedures equal to a non-disabled person.

The informal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of the SMHA. This Chapter describes the policies to be used when families disagree with a SMHA decision. It is the policy of the SMHA to ensure that all families have the benefit of all protections due to them under the law.

- Grievances shall be handled in accordance with the SMHA's approved Grievance Procedures (Adopted August, 1971) (Revised May, 1994, May 2018 and January 2024). The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

#### **A. RIGHT TO A HEARING**

1. Upon filing of a written request as provided herein, a Complainant shall be entitled to an informal settlement hearing by an impartial person not involved in the original decision and/or a formal grievance before a 3<sup>rd</sup> party hearing officer.
2. Notwithstanding any other provision herein, all rights of a resident under this Grievance Procedure shall be deemed waived on disputes regarding rent, unless such resident has paid and continues to pay to Stark Metropolitan Housing Authority (SMHA) all rentals on the

scheduled due dates pursuant to the terms of his lease with SMHA. If the dispute is over the amount of rent or other charges which SMHA claims is due, any disputed amounts may be deposited with the local Clerk of Courts.

3. Because HUD has issued a due process determination that the law of the State of Ohio requires that a resident be given the opportunity for a hearing in court which provides the basic elements of Due Process before eviction from the dwelling unit, this Grievance Procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety, or right to a peaceful enjoyment of the premises of other residents or employees of the SMHA. (see Chapter on Lease Terminations and Chapter on Evictions)
  - b. Violent or drug-related criminal activity on or off the premises
  - c. Any criminal activity that resulted in felony conviction of a household member
4. This Grievance Procedure shall not be applicable to disputes between residents not involving the SMHA or to class Grievances. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the SMHA's Board of Commissioners.

**B. INFORMAL SETTLEMENT HEARING OF A GRIEVANCE**

1. Any grievance or complaint must be personally presented, if possible, to the Central Office of SMHA or to the management office of the development in which the Complainant resides so that the grievance may be informally discussed and settled without a formal grievance hearing. The grievance must be signed by the Complainant and filed in such office by him or his representative within a reasonable time, not in excess of ~~ten (10)~~ working days of the SMHA action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify:
  - a. The particular ground(s) upon which it is based;
  - b. The action requested; and
  - c. The name, address and telephone number of Complainant and similar information about his representative, if any.
2. An informal settlement hearing may be held at the Complainant's request. Otherwise, an answer, in writing, to each Complainant, dated and signed by the development manager or other appropriate official, shall be delivered or mailed to the Complainant within ~~ten (10)~~ working days. A copy of the answer shall be filed with the Complainant in the appropriate project office or the Central Office. The answer shall specify:

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- a. The proposed disposition of the complaint and the specific reasons therefore;
- b. The right of the Complainant to a formal grievance hearing; and
- c. The procedure by which a formal grievance hearing may be obtained. The answer may challenge whether a proper grievance under this procedure has been stated.

**C. REQUEST FOR A FORMAL GRIEVANCE HEARING**

1. If the Complainant is dissatisfied with the proposed disposition of his complaint, as stated in the development manager's or other SMHA official's answer, he may submit a written request to the SMHA Central Office or project management or other office at which the complaint was filed for a hearing. This written request shall be made within ~~fifteen~~ (15) working days of the date of the answer to his complaint. The written request for a formal grievance hearing must be date-stamped and filed in the appropriate SMHA office along with the original complaint and answer. The 3<sup>rd</sup> party formal grievance hearing officer shall be advised, promptly as possible. A date, time and place reasonably convenient to the Complainant and hearing officer will be established and the Complainant will be notified thereof in writing.
2. If the Complainant does not request a hearing within the time period allowed in subsection c. above, he waives his right to the formal grievance hearing, and SMHA's proposed disposition of the grievance will become final.

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**D. HEARING OFFICER**

The Executive Director shall appoint a suitable person to be the 3<sup>rd</sup> party hearing officer to hear and determine outcomes in Formal Grievances.

The hearing officer may be a person, with legal training, if possible. Outside appointees shall serve at the pleasure of the Executive Director and may be paid for services on a time basis.

The hearing officer will be informed that they will be expected to disqualify themselves from hearing Formal Grievances that involve personal friends, other residents of developments in which they work or reside, or Formal Grievances in which they have a conflict of interest or some personal interest.

**E. THE FORMAL GRIEVANCE HEARING**

The parties shall be entitled to a fair hearing before the 3<sup>rd</sup> party hearing officer for formal grievances and may be represented by counsel or another person chosen as a representative.

The formal grievance hearing shall be private unless Complainant requests and hearing officer agrees to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings. Any person may be excluded for willful interference with orderly procedure.

The complainant may examine before the hearing, (and at his expense), copy all documents, records and regulations of SMHA that are relevant to the hearing. Any document not made available after the request, therefore by the Complainant, may not be relied on by SMHA or the development manager at the hearing. The Complainant may arrange for the taking and preparation of a transcript of the hearing at his expense.

If the dispute is over the amount of rent or other charges which SMHA claims is due, the Complainant shall deposit the amount in dispute with the Clerk of Courts pending settlement of the dispute by the hearing officer.

If the Complainant fails to appear at a hearing, the hearing officer may postpone the hearing for five working days, or may make a determination that the Complainant has waived his right to the hearing. If postponed, notice of same shall be delivered or mailed to the Complainant. Failure to appear on the date to which the hearing is postponed, shall constitute a waiver of Complainant's right to the hearing.

At the hearing, the Complainant must make a (prima facie case) and then the burden of proof is on SMHA to justify the action or inaction proposed by it in its answer to the Complainant, controvert evidence relied on by SMHA and confront and cross examine all witnesses on whose testimony or information SMHA relies. Any oral or documentary evidence, as limited, however to the facts and issues raised by the complaint and answer, may be received by the hearing officer without regard to whether that evidence would be admissible under the rules of evidence employed in judicial proceedings.

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

#### **F. DECISIONS OF THE HEARING OFFICER**

1. If the hearing officer's answer to the formal grievance filed challenges whether a proper grievance under this procedure has been filed, the hearing officer shall first determine that question and enter such finding in the record of the proceeding. He may permit, at that point, the Complainant or his representative to modify the stated complaint to clarify their complaint. If the hearing officer decides no proper grievance under this procedure has been filed, the record of the proceeding shall so state and any monies on deposit for Complainant shall be withdrawn and disbursed to SMHA. The hearing officer may find a formal grievance to be improper, among other reasons for frivolity or by reasons of prior determination of the same of a similar claim of grievance.
2. The decision of the hearing officer shall be based solely and exclusively upon facts presented at the formal grievance hearing and upon applicable SMHA and HUD regulations. To the extent that the decision is not inconsistent with State law, the United States Housing Act of 1937, as amended, HUD regulations and requirements promulgated thereunder, or the Annual Contributions Contract, and to the extent provided in subsection 6. below, the decision of the hearing officer shall be binding. At the request of the established hearing officer, SMHA will provide the hearing officer with a pre-hearing packet prior to the formal grievance hearing being conducted. This pre-hearing packet will contain only information directly relevant to the hearing and information that will be formally presented at the formal grievance hearing.
3. After hearing a formal grievance, the hearing officer shall either find a grievance has been proven or has not been proven. In finding that a grievance has been proven, he shall make specific findings as to:
  - a) Which lease requirements and which of its regulations, policies or procedures SMHA has not acted in accordance with;
  - b) What facts constituted the action or inaction not in accordance with such lease requirements, regulations, policies or procedures.
4. If the hearing officer does not find that a grievance has been proven, all monies deposited on account of the Complainant shall be distributed to SMHA.
5. If the hearing officer does find a grievance has been proven, he may take one or more of the following actions as is appropriate to correct the grievance:
  - a) Order SMHA to furnish a utility, service, repair, maintenance, alteration or improvement;
  - b) Order SMHA to credit Complainant with an abatement of a specific dollar amount of rent for a specified period of time for violation of management obligations;
  - c) Order SMHA to cancel an improper charge to resident's account;

- d) Order SMHA to refund a security deposit to Complainant;
  - e) Order SMHA to repay or to credit Complainant with a disputed amount of rent;
  - f) Order SMHA to adjust rent in accordance with the lease;
  - g) Order SMHA to cancel its notice to Complainant to move to another unit in his development, pursuant to the lease;
  - h) Order SMHA to cancel its notice to move, termination of lease and/or proposed eviction.
  - i) Order SMHA to cease entering Complainant's dwelling unit except pursuant to lease provisions.
  - j) Order SMHA to reverse decision regarding applicant's eligibility and reinstate applicant on the waiting list.
  - k) Recommend another proposed action to SMHA for its approval.
6. If the hearing officer orders the furnishing of a utility, service, repair, maintenance alteration or improvement to a Complainant:
- a) Which would equally apply to other residents similarly situated;
  - b) Which would be covered by funds approved by HUD for SMHA expenditure in its management budget, modernization program funding or development program funding;
7. If both parties agree to prepare a proposed decision, each party shall submit same to the hearing officer for his consideration as he may direct.
8. The hearing officer shall prepare his written decision, including the statement of findings and actions as set forth above. This shall be done within a reasonable time or within 30 days after the date of the formal grievance hearing. Copies thereof shall be mailed or delivered to the parties and/or their representative.
9. If the decision is in favor of the Complainant, SMHA shall promptly take all actions necessary to carry out such a decision or refrain from any action prohibited by such decision unless the Board of SMHA determines and notifies the Complainant, in writing, within thirty (30) days that:
- a) The hearing officer has acted arbitrarily or exceeded his authority; or
  - b) Unless Subparagraph F. above applies.

10. A log of all decisions made by the 3<sup>rd</sup> party hearing officer shall be maintained on file by SMHA and made available for inspection by the hearing officer, a complainant or his representative.
11. Any judicial decision or related settlement pertaining to the decision of the hearing officer shall also be maintained on file by SMHA and made available for inspection.

**G. APPEALS**

A decision by the hearing officer, which is in favor of SMHA and/or denies the Complainant his requested relief in whole or in part, shall not constitute a waiver of, not affect in any manner, whatever rights the Complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in that manner.

**H. NOTICE OF TERMINATION OF LEASE**

Notice of termination of a resident's lease may be given at such time as management determines good cause for termination exists, notwithstanding SMHA's obligations to tell residents of the reasons for proposed eviction and the affording of an opportunity to reply or explain pursuant to Paragraph 10 below or any rights to an informal settlement hearing or formal grievance hearing pursuant to this grievance procedure.

**I. NOTICE TO VACATE PREMISES**

1. At the time of the private conference or other appropriate method of advice of reasons for the proposed eviction required by regulation, the resident must be informed in writing, of:
  - a) The specific reasons for the proposed eviction; and
  - b) His right to request an informal settlement hearing or formal grievance hearing as applicable upon the grounds for the eviction within five (5) working days from the date of the conference or notice.
2. If the resident is entitled to a formal grievance hearing on the proposed eviction and the hearing officer by his decision, upholds SMHA's proposal to evict, and action to regain possession may not be commenced unless the resident's right to use and/or occupy the premises has been terminated by State required statutory notice to vacate. Such notice to vacate may not be given prior to the date on which the hearing officer's decision upholding the proposed eviction is delivered or mailed to the resident unless his rights have been waived under this Grievance Procedure.
3. When such notice to vacate is given to the resident, he must be informed in writing that:
  - a) If he fails to quit the premises within three (3) days, appropriate legal action will be brought against him;

- b) If suit is brought against him, he may be required to pay court costs incurred;
- c) If he chooses to contest the legal action, SMHA or development management must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

**J. LIMITATIONS**

Procedures and decisions of the hearing officer shall be valid to the extent that they are not inconsistent with the laws of Ohio, the U.S. Housing Act of 1937, as amended, HUD regulations, or the Annual Contributions Contract.

**K. AMENDMENTS**

The SMHA shall, before amending or changing this Grievance Procedure, provide at least thirty (30) days notice to residents and the Resident Organization of proposed changes in this Grievance Procedure. Within the thirty (30) day period, residents and the Resident Organization may submit written comments to the SMHA. Such written comments shall be considered by the SMHA before adoption of any changes to this Grievance Procedure.

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**L. APPEALS BY APPLICANTS**

Applicants who are determined ineligible, who do not meet SMHA's admission standards, or where SMHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for the determination. The written notification will state that the applicant may seek an Informal Settlement Hearing. Applicants are ineligible for a Formal Grievance hearing.

Applicants must submit their request for an Informal Settlement Hearing **in writing** to SMHA within 10 working days from the date of the notification of their ineligibility. SMHA will then provide an Informal Hearing within fifteen (15) working days of receiving the applicant's request. SMHA will notify the applicant of the place, date, and time of the hearing.

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Informal Hearings will be conducted by an impartial person that is not the person who made the determination of ineligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes. The applicant's information, along with data compiled by SMHA, will be considered by the person conducting the informal settlement hearing. A determination will be made based upon the merits of the evidence presented by both sides.

Within ~~thirty (30) calendar~~ days of the date of the Informal Hearing, the individual that conducted the informal settlement hearing will mail a written decision to the applicant and place a copy of the decision in the applicant's file.

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**M. SPECIAL HEARING AND APPEAL PROVISIONS FOR APPLICANTS NOTIFIED OF INELIGIBILITY BASED ON "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"**

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on an Immigration and Naturalization Service (INS) appeal.

**INS Determination of Ineligibility [24 CFR 912.9(e)]**

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, SMHA will notify the applicant within ten (10) working days of their right to appeal to the INS. The family will have thirty (30) days from the date of SMHA's notification to request an appeal of the INS results. The request for appeal shall be made by the family communicating in writing directly to the INS. The family must provide SMHA a copy of the written request for appeal, and proof of mailing. For good cause shown, SMHA shall grant the family an extension of the time within which to request an appeal.

Documentation to be submitted to the INS as apart of an appeal to the INS:

1. Copy of original Form G-845S received from INS annotated at the top center in bold print: **HUD APPEAL**.
2. Include two stamped envelopes, one addressed to the applicant and one addressed to SMHA.
3. Attach any and all documentation available to support the reason or basis for the appeal. This should include legible copies of both sides of Form G-845S.

The INS will issue the results of the appeal to the family, with a copy to SMHA, within thirty (30) days of its receipt. If, for any reason, the INS is unable to issue a response within the thirty 30-day time period, the INS will inform the family and SMHA of the reason for delay.

When SMHA receives a copy of the INS response, SMHA will notify the family of its right to request an Informal Hearing on SMHA's ineligibility determination in accordance with the procedures outlined in "Section B. Appeals by Applicants."

If the person conducting the informal settlement hearing decides that the individual is not eligible, and there are no other eligible family members SMHA will:

1. Deny the applicant family, or
2. Defer termination if the family is a participant and qualifies for deferral, or
3. Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, SMHA will offer to prorate assistance or give the family the option to remove the ineligible members.

A decision against an applicant under the INS appeal process or SMHA's Informal Hearing does not preclude the applicant from exercising the right to seek redress directly through judicial procedures [24 CFR 912.9(g)].

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide documentation and/or certification.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to either an informal settlement hearing or formal grievance hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

#### **N. EVIDENCE**

The SMHA will use the concept of the preponderance of the evidence as the standard for making all admission, termination, and grievance decisions.

*Preponderance of the evidence* is defined as the greater weight of the evidence; that is, evidence that you believe because it outweighs or overbalances in your mind the evidence opposed to it. A preponderance means evidence that is more probable, more persuasive, or of greater probative value. It is the quality of the evidence that must be weighed. Quality may, or may not, be identical with quantity (the greater number of witnesses).

Consider all evidence. In determining whether an issue has been proved by a preponderance of the evidence, you should consider all of the evidence, regardless of who produced it.

Equally balanced. If the weight of the evidence is equally balanced, or if you are unable to determine which side of an issue has the preponderance, the party who has the burden of proof has not established such issue by a preponderance of the evidence.

#### **O. DEFINITIONS**

**“Authority”** shall mean the Housing Authority abbreviated also as SMHA.

**“Complainant”** shall mean any Tenant (as defined below) whose grievance is presented to the SMHA in accordance with the requirements presented in this procedure.

**“Drug”** means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**“Elements of due process”** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

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

**“Hearing Officer”** shall mean a person selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto.

**“Hearing Panel”** shall mean a panel selected in accordance with 24 CFR Section 966.55 and this procedure to hear grievances and render a decision with respect thereto or a system adopted by the SMHA.

**“Tenant”** shall mean the adult person (or persons)(other than a Live-in aide): (1) Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Tenant family residing in the dwelling unit.

**“Grievance”** shall mean any dispute that a Resident may have with respect to any SMHA action, or failure to act, in accordance with the Resident’s lease or SMHA regulations, policies, or procedures that adversely affect the Resident’s rights, duties, welfare, or status with SMHA

**“Request for Hearing”** shall mean a written request filed in accordance with the provisions of the SMHA’s Grievance Policy and Procedures. The Request for Hearing should state the reason for the grievance, and the action or relief sought.

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

**“VAWA Activities”** shall mean any act in which the applicant claims they are a victim of domestic violence, dating violence, sexual assault, or stalking.

ATTACHMENT B.1(b):  
REVISION OF EXISTING PLAN ELEMENTS

PET POLICY

## Chapter 10

### PET POLICY

#### [24 CFR 5.309 and 24 CFR Part 960, Subpart G]

#### INTRODUCTION

PHA's have discretion in the development of policies pertaining to the keeping of pets in public housing units. This Chapter explains SMHA's policies on the keeping of pets and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of SMHA to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and to preserve the financial interest of SMHA.

The purpose of this policy is to establish SMHA's policy and procedures for ownership of pets in elderly and disabled units as well as in family units, and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. SMHA also establishes reasonable rules governing the keeping of common household pets.

**Nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are considered a disability service animal.**

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Stark Housing Authority (SMHA) hereby sets forth rules and regulations concerning pet ownership in its public housing units. Only "common household pets" as defined herein will be permitted in SMHA owned properties.

A common household pet, for the purposes of SMHA's conventional housing program: A domesticated animal, such as a dog, cat, bird, or fish that is traditionally kept in the home for pleasure rather than for commercial or breeding purposes. Common household pet does not include reptiles. This definition shall not include animals that are used to assist persons with disabilities.

Residents may own up to two pets as defined in this policy. If one of the pets is a dog or cat, the second pet must be contained in a cage or an aquarium for fish. Each bird or other animal, other than fish, shall be counted as one pet.

#### **A. EXCLUSION FROM the PET POLICY FOR ANIMALS THAT ASSIST PERSONS WITH DISABILITIES (FHEO 2020-01)**

FHEO Notice 2020-01 explains certain obligations of housing providers under the Fair Housing Act (Act), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the Americans with Disabilities Act (ADA) with respect to animals that provide assistance to individuals with disabilities. The Department of Justice's (DOJ) amendments to its regulations for Titles H and III of the ADA limit the definition of "service animal" under the ADA to include only dogs (and small horses), and further define "service animal" to exclude emotional support animals.

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This definition, however, does not limit SMHA's obligation to make reasonable accommodations for assistance animals under the Act or Section 504. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the Act and Section 504. In situations where the ADA and the Act/Section 504 apply simultaneously (*e.g.*, a public housing agency, sales or leasing offices, or housing associated with a university or other place of education), housing providers must meet their obligations under both the reasonable accommodation standard of the Act/Section 504 and the service animal provisions of the ADA.

SMHA's Pet Policy shall neither apply to animals that are used to assist persons with disabilities and their assistance animals, who visit MHA's developments and dwelling units. Pet policies do not apply to either service animals or companion animals. 24 CFR 5; 24 CFR 960.705. Residents with an animal that assists persons with disabilities must still comply with all other conditions of the lease, including but not limited to; maintaining property, fulfilling housekeeping and not disturbing other resident's peaceful enjoyment of the property.

SMHA must grant this exclusion if the following is provided:

- The resident or prospective resident verifies that they are persons with disabilities by completing MHA's reasonable accommodation process.
- The animal has been trained to assist persons with the specific disability (example, guide dog), written verification is not required; and
- The animal actually assists the person with a disability.

Note: Written certification of training for the animal is not required, nor should it be requested.

Certain entities will be subject to both the service animal requirements of the ADA and the reasonable accommodation provisions of the Act and/or Section 504. These entities include, but are not limited to, public housing agencies and some places of public accommodation, such as rental offices, shelters, residential homes, some types of multifamily housing, assisted living facilities, and housing at places of education. MHA will ensure compliance with all relevant civil rights laws. As noted above, compliance with the Act and Section 504 does not ensure compliance with the ADA. Similarly, compliance with the ADA's regulations does not ensure compliance with the Act or Section 504. The preambles to DOJ's 2010 Title II and Title III ADA regulations state that public entities or public accommodations that operate housing facilities "may not use the ADA definition [of "service animal"] as a justification for reducing their Act obligations. MHA will apply this standard.

#### **Support Service Animal**

Distinction is hereby given to "support animals" and "service animals." If the animal does not have specific disability related training but is necessary in coping with the disability (for instance, if the animal provides emotional support to a person with a panic disorder), the animal is a "support animal" not a "service animal."

A "service animal" means any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are equivalent to other

"auxiliary aids" such as wheelchairs and eyeglasses, and as such must be permitted. 24 CFR 5.303; 28 CFR 36.104.

When an applicant or resident with a disability asserts and can verify that an animal is a support or service animal for his/her disability, the applicant should make a request for a reasonable accommodation; specifically, to be allowed to keep the animal by completing SMHA's reasonable accommodation process.

SMHA will require verification that the applicant is a "qualified individual with handicaps" as defined by 24 CFR 8.3, and that the animal is necessary in coping or assisting with the disability.

Upon receipt of verifications, SMHA will approve the animal.

Residents requiring more than one pet as either a "support animal" or "service animal" must request the animal by completing SMHA's reasonable accommodation process.

## **B. MANDATORY RULES FOR RESIDENTS WITH PETS**

In accordance with 24 CFR 960.707, SMHA hereby sets forth the following rules for pet ownership in its conventional housing units:

### **Registration**

1. The Resident must request and receive written formal approval from the SMHA prior to bringing the common household pet, (hereinafter referred to as "pet") on the premises. The pet request shall be made on the standard form "Pet Occupancy Request/Registration Form." All pets must be registered, even if a pet deposit is not required.
2. Registration of the pet shall include a photograph being taken by the SMHA and retained on file. The photograph will be utilized to confirm identity of the pet in case of emergency and to ensure that the same pet registered is the pet occupying the resident's dwelling unit.
3. Residents registering pets that are not fully-grown at the execution of the initial Pet Addendum will be required to report back to the development office at the first year anniversary of the agreement in order that the pet may be re-photographed for identification purposes.
4. At the time of registration, Resident must provide information sufficient to identify the pet and to demonstrate that it is a common household pet.
5. At the time of registration, the name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
6. A Pet Policy Addendum must be completed and signed prior to the pet being allowed in the unit.

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7. Residents will be given thirty (30) days to provide all required documentation, including but not limited to veterinary records, vaccinations, and registration forms, as applicable. Failure to submit the required documentation within thirty (30) days will result in withdrawal of pet approval, and the pet will not be permitted to remain in the unit.
8. A Pet Fee per animal of \$250 must be paid at the time of the pet move-in, unless it is an assistive/companion animal. The deposit may be paid in increments of no less than \$50 per month for each succeeding month, until \$250 has been paid. The Pet Fee may not be used or any part thereof for any damages.
9. **There is a limit of one dog or cat per household.**
10. No visiting pets are allowed on SMHA property.

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### Dogs

1. If the pet is a dog, it shall not weigh more than 25 pounds (fully grown) and stand no more than 20 inches in height from the front shoulder of the animal.
2. Must adhere to the breed restrictions in this policy.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.
4. Doghouses located outside any dwelling unit are prohibited.

### Cats

1. The weight of a cat cannot exceed fifteen (15) pounds (fully-grown).
2. The resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Litter boxes must be changed at least twice per week at a minimum. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate, become odorous, to become unsightly, or unsanitary.
3. Must be spayed or neutered, must be housebroken, must have all inoculations and must be licensed as specified now or in the future by State law or local ordinance.

### Dog/Cat—Spaying and Neutering

If the pet is a dog or cat, it must be spayed/neutered by six months of age. Evidence of spaying/neutering can be proved by a statement/bill from a licensed veterinarian and/or staff of the

Humane Society or by means of the veterinarian certification provided for on the Pet Registration Form.

### **Birds**

1. Maximum number: 2
2. Must be enclosed in a cage at all times.

### **Fish**

If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

Residents shall be responsible for any damage caused by leakage or spillage from the aquarium or fishbowl. The aquariums must be on a provable stand that is stable and cannot be easily pushed over.

### **Rodents (Guinea pig, hamster, or gerbil ONLY; mice or rats are not allowed.)**

1. Maximum number 1
2. Must be enclosed in an acceptable cage at all times. Must have any or all inoculations as specified now or in the future by State law or local ordinance.

### **Turtles**

1. Maximum number 1
2. Must be enclosed in an acceptable aquarium/cage/bowl at all times.

### **Inoculations/Vaccinations**

The pet(s) must have received rabies and distemper inoculations or boosters, as applicable. The resident shall provide the SMHA with evidence of inoculations certified by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law. Said certification may be provided on the veterinarian's statement/bill or on the Pet Registration form.

### **Licensing**

1. Licensing of all dogs shall be required in accordance with applicable State and local law on an annual basis. The dog must always wear a license with owner's name,

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address and telephone number.

2. In the event that applicable State or local law changes with reference to licensing of any and all pets, SMHA will require its residents to comply upon appropriate notice.

#### **Sanitary Conditions**

The pet rules shall prescribe sanitary standards to govern the disposal of pet waste. These rules are as follows:

1. Resident shall be responsible for immediately disposing of all animal waste excreted inside the development building or on the development grounds.
2. Pet waste may be disposed in designated areas for the development (pet waste stations or dumpsters).
3. Waste must be placed in a plastic bag, tightly secured and deposited in a dumpster.
4. Pet waste is not to be put in trash chutes; this includes cat litter.
5. Poorly disposed waste will not be tolerated and will be subject to a \$50 charge per incident.
6. Each time a pet owner fails to remove pet waste in accordance with this rule, a \$50 charge will be levied to the resident's account.
7. Conditions outlined in Cats #2, above, pertaining to cat waste shall also prevail.

#### **General Provisions**

1. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
2. Costs incurred by SMHA for **extermination of fleas, ticks, and other animal related pests will be a resident charge** Residents are encouraged to use flea bombs to get rid of fleas and other animal-related pests on an "as needed" basis.
3. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but is not limited to: barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The SMHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the

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care of the pet or the dwelling lease will be terminated.

4. Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership.
5. Pets may not be bred or used for any commercial purposes on SMHA property.

**C. CONTROL OF THE ANIMAL**

1. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a chain leash **no longer than five (5') feet** and kept off lawns designated to other residents. Retractable leashes are prohibited.
2. All authorized pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. SMHA staff will contact the local Humane Society or dog warden in the event pets are found to be unleashed, or leashed and unattended, on SMHA property. It shall be the responsibility of the resident to reclaim the pet and at the expense of the resident.
3. The resident pet owner shall have canine pets restrained so that maintenance can be performed in the dwelling unit. The resident **shall** whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident pet owner shall be charged a fee of \$25.00. If the situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained will be impounded and reported to the local Humane Society for removal. It shall be the responsibility of the resident pet owner to reclaim the pet at the expense of the resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to its maintenance, inspections, or other activities.

**D. UNATTENDED ANIMALS**

Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to SMHA staff that a pet has been left unattended for more than a twelve- (12) hour period, SMHA staff may enter the unit and remove the pet and transfer the pet to the humane society. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident.

**E. PROHIBITED PETS**

1. SMHA will forbid the following kinds of animals from being kept as pets on any of its properties: Pit bull, Rottweiler, German Shepherd, Chow, Doberman Pinscher or any species considered vicious, intimidating, or kept for the purpose of training for fighting or wagering of bets (i.e. roosters for “cockfighting”, etc.). SMHA forbids the keeping of animals that have had their vocal cords cut, by a process commonly known as “debarking.”
2. Exotic pets or barnyard animals are prohibited. Exception may be certain species of pigs utilized as bonafide “service animals”. (Snakes and reptiles are considered exotic pets and are not permitted.)
3. Animals who would be allowed to produce offspring for sale.
4. Wild animals, feral animals, and any other animals that are unamenable to routine human handling.
5. Animals of species commonly used on farms.
6. Non-human primates.
7. Animals whose climatologically needs cannot be met in the unaltered environment of the individual dwelling unit.
8. Pot-bellied pigs.
9. Snakes, lizards, spiders, chickens.
10. The following restrictions apply to pets, based on weight, size and inherent dangerousness, including prohibitions against the keeping of:
  - Any animals whose weight could exceed the weight limitations by adulthood.
  - Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites and lacerations.
  - Hedgehogs or other animals whose protective instincts and natural body armor produce a risk to children of serious puncture injuries.
  - Chicks or other animals that pose a significant risk of salmonella infection to those who handle them.
  - Pigeons, doves, mynah birds, psittacosis birds, and birds of other species that are hosts to the organisms causing psittacosis in humans.

Deleted: psittacosis

**Tenants must adhere to the restrictions on numbers and types of pets.**

**F. PET POLICY VIOLATION PROCEDURES**

SMHA reserves the right to require residents to remove any pet from the premises whose conduct (noise, biting, breeding, etc.) or condition is duly determined to constitute a nuisance or a threat to the health or safety of the other occupants or pets of the development, neighbors, staff, or visitors. SMHA reserves the right to remove such a pet in the event that the pet owner does not or cannot remove the pet.

**Notice of Pet Policy Violation**

If SMHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets:

SMHA may serve a written notice of Pet Policy violation on the pet owner in accordance with the dwelling lease. The notice of pet rule violation must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
2. State that the pet owner has five (5) calendar days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
3. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
4. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

**Pet Policy Violation Private Conference**

If the pet owner makes a timely request for a private conference to discuss an alleged Pet Policy violation, SMHA shall establish a mutually agreeable time and place for the private conference but no later than three (3) business days from the effective date of service of the notice of Pet Policy violation.

At the pet rule violation private conference, the pet owner and SMHA representative shall discuss any alleged Pet Policy violation and attempt to correct it. SMHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

**Notice for Pet Removal**

If the pet owner and SMHA are unable to resolve the Pet Policy violation at the pet rule violation private conference, or if a representative of SMHA staff determines that the pet owner has failed to correct the Pet Policy violation within any additional time provided herein, the SMHA may serve a written notice on the pet owner in accordance with Section of the Dwelling Lease or at the private conference, if appropriate, requiring the pet owner to remove the pet. The notice must:

1. Contain a brief statement of the factual basis for the determination and the Pet Policy or rules that have been violated;
2. State that the pet owner must remove the pet within five (5) calendar days of the effective date of service of the notice of pet removal (or the private conference, if notice is served at the private conference); and
3. State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

**Initiation of Procedures to Remove a Pet or Terminate the Pet Owner's Tenancy**

SMHA may not initiate procedures to terminate a pet owner's tenancy based on a Pet Policy violation, unless:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by the owner); and
2. The Pet Policy violation is sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

If a pet must be removed due to the death or incapacity of the pet owner, and the designated responsible parties are either unwilling, unable, or cannot be contacted to assume care, SMHA will arrange for the pet's removal. When possible, SMHA will attempt to place the pet with an appropriate facility or service; however, SMHA cannot guarantee placement or the duration of care. SMHA will not assume responsibility for the pet's ongoing care or for any costs associated with removal, boarding, or related expenses. All such costs shall remain the sole responsibility of the pet owner or, in the event of the owner's death, the pet owner's estate.

**Commented [NB2]:** Re worded at Director Johnson's request

SMHA may initiate procedures to remove a pet under 24 CFR 5.327 (threat to health and safety) at any time, in accordance with the provisions of applicable State or local law.

**G. PET DISPOSAL**

In the event of the death of the pet, it is agreed by the owner that management shall have discretion to dispose of the pet consistent with Federal guidelines if the main caretakers are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the development office in advance by the resident.

Cost of pet removal and subsequent fees will be charged to the resident.

Under no circumstances are pets to be buried or disposed of on the premises or in trash containers or dumpsters.

**Deleted:** If a pet is removed due to death or incapacity of the pet owner and to responsible parties are contacted and are unwilling or unable to remove the pet or cannot be contacted; the pet will be removed and placed in a pet facility for a period not exceeding 30 days. SMHA will not be held responsible for the pet or cost incurred due to the necessity of removing a pet because the pet owner and/or their designee have failed to do so. The pet and the expenses incurred are the sole responsibility of the pet owner, or in the case of their death, the pet owner's estate. ¶

H. **SCHEDULE OF PET** ~~Fee~~

FEE SCHEDULE

(A Pet Fee is required for each pet)

| Type of Pet                                                  | Fee   |
|--------------------------------------------------------------|-------|
| Dog                                                          | \$250 |
| Cat                                                          | \$250 |
| Fish Aquarium                                                | \$0   |
| Fish Bowl (Requires no power and no larger than two gallons) | \$0   |
| Birds                                                        | \$0   |
| Caged Pets                                                   | \$0   |

**Note:** The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable deposit for each pet.

~~It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a serious violation of the lease and this Addendum and the Housing Authority will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of the dwelling lease.~~

It is understood and agreed that SMHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to residents, neighbors, visitors, staff, SMHA contractors, and others who are lawfully on the SMHA's premises or other pets or service animals.

**Pet Fee**

SMHA will allow gradual payment of the fee in accordance with the following:

- An initial payment of \$50 on or prior to the date the pet is properly registered and brought into the apartment, and;
- Monthly payments in an amount no less than \$50 until the specified fee has been paid.
- SMHA reserves the right to change or increase the required fee by amendment to these rules.
- SMHA will not refund the Pet Fee.

**Commented [NB3]:** Changed to pet fee

**Deleted:** DEPOSITS

**Deleted:** AND DEPOSIT

**Deleted:** The deposit made shall be utilized to offset damages caused by the pet and/or tenant. Any balance, if any, from the deposit will be refunded to the tenant.

**Deleted:** ¶

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All reasonable expenses incurred by SMHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

- The cost of repairs and replacements to the resident's dwelling unit;
- Fumigation of the dwelling unit;
- Common areas of the project.

Pet Fees are not a part of the rent payable by the resident.

Any damage to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, or stains thereon, will be the full responsibility of the resident and the resident agrees to pay any costs involved in restoring the apartment to its original condition.

If SMHA finds a residual odor problem left in the apartment, the resident agrees to pay for the cost of any and all materials or chemicals needed to repair to remove the odor. If odor removal fails, the resident agrees to pay for replacement of carpeting, padding, wallboard, baseboard, etc., as is deemed necessary. The resident also agrees to abide by the management's decision as to what is necessary.

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**I. FORMS**

**PET POLICY ADDENDUM**

**SMHA**

This Addendum is being executed in Accordance with the terms of the Dwelling Lease.

**Section I. Pet Ownership**

A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:

1. Each head of household may own up to the limit of pets under the SMHA policy. SMHA shall only allow one 4 legged pet per household.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian, certified on SMHA Form #78, and/or staff of the local humane society. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed or declawed. Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed the limit of the policy in weight (fully-grown).
3. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
4. If the pet is a fish, the aquarium must be twenty (20) gallons or less, and the container must be placed in a safe location in the unit. The Resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
5. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on SMHA Form #78, or by staff of the Humane Society and must be provided before the execution of the Pet Policy Addendum.

6. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Resident's lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the Humane Society, county dog warden, or other appropriate agency.
7. All pet(s) must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the local Humane Society, dog warden or other appropriate agency for pick-up. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident.
8. Pet(s) may not be left unattended for more than ten (10) consecutive hours. If it is reported to SMHA staff that a pet(s) has been left unattended for more than an eight (10) consecutive hour period, SMHA staff may enter the unit with the humane society, dog warden or other appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Resident. In the case of an emergency, SMHA will work with the resident to allow no more than 24 hours for the resident to make accommodations for the pet.
9. Pet(s), as applicable, must be weighed by a veterinarian or staff of the Humane Society. A statement containing the weight of the pet must be provided to SMHA prior to the execution of this agreement and upon request by the SMHA at any time following the inception of the Pet Policy Addendum.
10. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of SMHA's Pet Policy.
11. Prohibited Animals: Animals or breeds of animals that are considered by SMHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a SMHA representative prior to the execution of this lease addendum.

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12. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, “disturb, interfere or diminish” shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The SMHA will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
  13. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the SMHA will notify the tenant, in writing, that the animal must be removed from the development, within five (5) days of the date of the notice from SMHA. The Resident may request a hearing, which will be handled according to SMHA’s established grievance procedure. The pet may remain with the resident during the hearing process unless SMHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by SMHA, the pet must be immediately removed from the unit upon receipt of the notice from SMHA.
  14. The Resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the Housing Authority staff is required to clean any waste left by a pet, the Resident will be charged \$25 for the removal of the waste.
  15. The Resident shall have pets restrained so that maintenance can be performed in the apartment. The Resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Resident shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the local Humane Society or dog warden. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the landlord.
  16. Pets may not be bred or used for any commercial purposes on SMHA property.

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**RESIDENT ACKNOWLEDGMENT**

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay SMHA for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless SMHA for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable fee of \$ \_\_\_\_\_ to cover some of the additional operating cost incurred by the SMHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE SMHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF THE SMHA AND/OR EVICTION. I, ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE SMHA.

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I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM SMHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY SMHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN THE RESIDENT'S FILE WITH THE APPROPRIATE SMHA MANAGEMENT OFFICE.

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Head of Household (Undersigned)

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Date

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Housing Authority Representative

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Date

Exhibit "1"

Preliminary Request for a Reasonable Accommodation

Leaseholder/Resident/Advocate Name: \_\_\_\_\_ S.S. #: \_\_\_\_\_

Current Address: \_\_\_\_\_ Move-In Date: \_\_\_\_\_

# of Bedrooms: \_\_ Member of Household Accommodation is requested for: \_\_\_\_\_

A reasonable accommodation is needed because:

The accommodation will:

\_\_\_\_\_ Help you live in the housing or take part in SMHA's program;

\_\_\_\_\_ Help you meet the lease requirements of SMHA's program;

\_\_\_\_\_ Help you meet other requirements of SMHA's program.

**Do not tell the SMHA the name of your disability or the nature or extent of your disability.**

Physician/Health Care Provider name, address and telephone number:

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

Other comments you would like to make regarding this request: \_\_\_\_\_

\_\_\_\_\_

By signing below you confirm the accuracy of the information submitted above. You will be mailed by the SMHA an "Authorization for Release of Medical Information" which will be forwarded to your physician. Your physician will then be required to confirm your eligibility and justify your request for SMHA.

Once this process has been completed, SMHA will be in contact with you regarding the status of your request, which is based on medical reasons.

\_\_\_\_\_  
Leaseholder/Resident Signature      Phone Number      Date of Request

Do not write below line

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

**Stark Metropolitan Housing Authority**  
**Adopted by Commission: January 5, 2024**  
**Effective: January 8, 2024**

**Pet Policy**

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For Office Use Only

SMHA's Signature: \_\_\_\_\_

Date Received by SMHA: \_\_\_\_\_

Date Authorization for Release of Medical Information sent to Leaseholder/Resident: \_\_\_\_\_

Date Medical Justification Letter sent to physician/health care provider: \_\_\_\_\_

SMHA Form

01/23

Exhibit "2"

**AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION**

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name & Address of Medical Provider)

RE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby authorizes you to verify, to the SMHA, whether the undersigned is an individual with handicaps as defined by 24 CFR 8.3. The undersigned also authorizes you to disclose to the SMHA, the undersigned's need, if any, for an accessible feature (reasonable modification) to the undersigned's unit and/or a change in SMHA's policies and/or procedures (reasonable accommodation) so that the undersigned may have an equal opportunity to use and enjoy his/her dwelling unit. The undersigned further authorizes you to disclose, to the SMHA, exactly what is requested to accommodate the limitations imposed by the undersigned's handicaps, if any. However, you are not authorized to provide access to confidential medical records or disclose the specific handicaps to the SMHA.

I hereby waive and release you from any restrictions imposed by law in disclosing any professional observation or communication to the SMHA that is within the scope of this authorization.

This authorization is valid for ninety (90) days. A photocopy of this authorization shall be as effective as the original.

**YOU MUST HAVE YOUR SIGNATURE NOTARIZED WHEN SENDING THE FORM BACK.**

\_\_\_\_\_/\_\_\_\_\_

Date

Signature

\_\_\_\_\_

Date of Birth

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit "3"

#### DEFINITIONSPRIVATE

To: Doctor/Other Qualified Person

**Pursuant to 24 CFR 8.3, the definition of an individual with handicaps is provided below:**

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include: Any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job. For purposes of other programs and activities, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(a) Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) Is regarded as having an impairment means:

(1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;

(2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

Exhibit "4"

SMHA PM Form #78

Revised January 2006

**PET OCCUPANCY REQUEST/REGISTRATION FORM**

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

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

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

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(To be completed by Veterinarian)

**Description of Pet:**

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

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

“Exhibit “5”

**PET OCCUPANCY REGISTRATION FORM**

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

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

Resident Home Phone Number: \_\_\_\_\_

Resident Work Phone Number: \_\_\_\_\_

Alternate Pet Contact: \_\_\_\_\_

Address of alternate pet contact/care giver: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

(List more than one, if applicable)

**Description of Pet:**

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

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Additional Markings/Information: \_\_\_\_\_

\_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Projected Weight at full growth: \_\_\_\_\_

License No.: \_\_\_\_\_

Copy of License/Tag obtained: \_\_\_\_ Yes \_\_\_\_ No

Picture of Pet is to be attached to this form.

**Veterinarian Information/Certifications:**

Name of Veterinarian: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Certification of Inoculations: \_\_\_\_\_

Dated: \_\_\_\_\_

**Stark Metropolitan Housing Authority**  
**Adopted by Commission: January 5, 2024**  
**Effective: January 8, 2024**

**Pet Policy**

Date spayed or neutered: \_\_\_\_\_

How long has resident owned this pet? \_\_\_\_\_

Has your pet lived in rental housing before? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, fill in the following:

Name of apartment complex: \_\_\_\_\_

Manager's Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Registration of all pets must be submitted to the Management Office before the pet is permitted on the premises.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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(For SMHA use only)

Pet Photographed by: \_\_\_\_\_

\_\_\_\_\_  
SMHA Staff

\_\_\_\_\_  
Date

Resident has paid the appropriate Pet Deposit and Annual fee for the pet(s) being registered.

\_\_\_\_\_ Yes \_\_\_\_\_ No

Pet identification sticker affixed to unit door/window:

By: \_\_\_\_\_

\_\_\_\_\_  
SMHA Staff

\_\_\_\_\_  
Date

Photo to be affixed here & filed with the agreement

## ATTACHMENT B.1(c): DECONCENTRATION POLICY

## Stark MHA – PHA Code: OH018

### B. 1 c (2026 ANNUAL PLAN – DECONCENTRATION POLICY)

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(c) The PHA must submit its Deconcentration Policy for Field Office review.

SMHA's Deconcentration policy is addressed in Chapter 4 of the ACOP and is included as Attachment B.1(c).

**Note:** While Chapter 4 of SMHA's ACOP has been revised, there has been no revisions to the Deconcentration policy submitted and approved in FY 2025.

## Chapter 4

### TENANT SELECTION AND ASSIGNMENT PLAN

(Includes Preferences and Managing the Waiting List)

[24 CFR 960.203, 960.204, 960.205, 960.206]

#### INTRODUCTION

It is SMHA's policy that each applicant shall be assigned an appropriate place on a semi-jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a Site-based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, Preference(s), date and time the application is received. In filling actual or expected vacancies, SMHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. SMHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes SMHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

#### SMHA's Objectives

SMHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is SMHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined and date and time sequence.

By maintaining an accurate waiting list, SMHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the SMHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of updated verifications.

#### Site-Based Waiting Lists (Not Applicable)

Per the Quality Housing and Work Responsibility Act of 1998, SMHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the SMHA's request before the submission of the Annual Plan. **SMHA currently does not use site-based waiting lists.**

#### Semi-Jurisdictional Wide Waiting Lists

SMHA will utilize a semi-jurisdictional wide waiting list to better manage vacancy rates throughout the Housing Authority. SMHA will employ seven (7) regional waiting lists broken down by location throughout the SMHA jurisdiction. This list further allows site-based waiting list for certain properties in the SMHA inventory. The jurisdictional waiting lists will be as follows:

**Alliance Area:** SMHA properties included in this wait list are Hart Apartments, Pike Ave. Homes, Mahoning Ave. Homes, Garfield Ave. Homes, Louisville, and scattered sites

**Massillon Area:** SMHA properties included in this waiting list are Willow Homes, Witmer Arms, Franklin Homes, Lincoln Apartments, Underhill Gardens, Ledgewood Blvd Apartments, Navarre, and scattered sites

**SW Canton Area:** SMHA properties included in this waiting list are Linwood Acres, and scattered sites.

**NW Canton Area:** SMHA properties included in this waiting list are Neal Court Apartments, Kimberle Gardens, Plaza Terrace Apartments

**SE Canton Area:** SMHA properties included in this waiting list are Jackson Sherrick Apartments, Sunset Gardens

**NE Canton Area:** SMHA properties included in this waiting list are Ellisdale Homes, Gables Creeks Crossing Apartments, Leshdale Homes, Girard Gardens, Mahoning Manor

**Outlying Areas:** Properties in this waiting list are outside of Canton, Massillon and Alliance proper. Areas included in this waiting list are Waynesburg (site-based), Canal Fulton (site-based), North Canton (site-based), and Hartville (site-based).

When completing the SMHA pre-application, applicants will have the opportunity to select any, or all, of the waiting lists that they prefer. Any applicant who does not select a preferred waiting list at the time of application will automatically be added to all of the SMHA waiting lists.

Deleted: and if qualified.

#### A. MANAGEMENT OF THE WAITING LIST

SMHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:

- The application will be a permanent part of the file.
- Applications equal in preference will be maintained by date and time sequence.
- All applicants must meet applicable income and other eligibility requirements as established by HUD and SMHA.
- All applicants in the pool (eligible and verified families) will be maintained in order of preference and in order of date and time of application receipt.

#### Opening and Closing the Waiting Lists

SMHA, at its discretion, may restrict pre-application intake, suspend pre-application intake, and

close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applicants available for a particular size and type of unit, and the ability of SMHA to house an applicant in an appropriate unit within a reasonable period of time.

When SMHA opens the waiting list, SMHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s), and program(s) for which pre-applications are being accepted will be advertised in the local paper of record, "minority" newspapers, and other media, but not limited to:

- Canton Repository

Other publications in the area that can be utilized are:

Local Television Channels:

- Massillon Local Program Station
- Canton Local Program Station
- Local Radio Stations:
  - 1480 & 94.1 WHBC; 93.1 WZAK; 97.5 WONE; 98.1 WKDD

To reach persons with disabilities, SMHA will provide notice to local organizations representing the interests and needs of the disabled. Local organizations serving the disabled population include, but are not limited to, the following:

- Local disability organizations
- Tri-County Independent Living

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- Any system of site-based waiting list offered by SMHA- if applicable.
- The programs for which pre-applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the SMHA address and telephone number, how to submit a pre-application, and information on eligibility requirements.

Upon request from a person with a disability, additional time, not to exceed 30 days, will be given as an accommodation for submission of a pre-application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit a pre-application in cases when a social service organization provides inaccurate or untimely information about the closing date.

#### **When Pre-Application Taking is Suspended**

The SMHA may suspend the acceptance of pre-applications if there are enough applicants currently on the waiting list to fill anticipated openings for the next 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, SMHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of pre-application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twenty four (24) months. SMHA will give at least thirty (30) days' notice prior to opening or closing the list. SMHA will add the new applicants to the list by:

Unit size, local preferences, and date and time of application receipt.

SMHA may update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of submission of a pre-application, SMHA will advise families of their responsibility and requirement to notify SMHA when their mailing address changes.

#### **Reopening the List**

If the waiting list is closed and SMHA decides to open the waiting list, SMHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements.

#### **Limits on Who May Apply**

When the waiting list is open,

Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete a pre-application.

If there are sufficient applications from elderly, disabled, and near-elderly, pre-applications may not be accepted from other singles.

When the pre-application is received by SMHA:

It establishes the family's date and time of application for placement order on the waiting list. .

#### **Multiple Families in Same Household**

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit. No family, or part of a family, will be permitted to be on two applications at the same time.

#### **B. SITE BASED WAITING LISTS**

Per the Quality Housing and Work Responsibility Act of 1998, SMHA is now allowed to implement site-based waiting lists upon approval of the Annual Plan or upon HUD's approval to the SMHA's request before the submission of the Annual Plan.

SMHA does **not** have site-based and regional waiting lists and further allows families to apply for any waiting list that is open.

**Commented [NB1]:** SMHA does not have site based waiting lists

#### **C. WAITING LIST PREFERENCES**

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet the SMHA's Selection Criteria as defined in this policy. The Waiting List will depict families with preference ahead of other families without preference, regardless of date and time of application.

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

Families who reach the top of the waiting list will be contacted by the SMHA to re-verify their preference and other factors for final eligibility so a unit may be offered.

Among applicants with equal preference status, the waiting list will be organized by **date and time**.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference and given an opportunity for an informal review.

#### **Local Preferences**

Preference may be given for non-public housing over-income families.

The SMHA may adopt a preference for admission of non- public housing over-income families paying the alternative non-public housing rent and are on a NPHOI lease who become an income-eligible low- income family as defined in § 5.603(b) of the

regulation and are eligible for admission to the public housing program.

#### SMHA Policy

No preference will be given to non-public housing over-income families.

Local preferences will be used to select among applicants on the waiting list. Public hearing/ public notice with opportunity for public comment will be held before the SMHA adopts any local preference.

The hearing will be publicized using the same guidelines as those for opening and closing the waiting list.

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

The SMHA uses the following Local Preferences:

**Date and time of receipt** of a completed application.

**Veteran preference**: Veterans or surviving spouses of veterans. (2 Points)

**Elderly Family**: Family in which the head, spouse or only member is 62 years of age or older. (2 Points)

**Disabled family**: Family in which the head, spouse or only member is disabled. (2 Points)

**Homeless**: (5 points)

*Individuals and families who **lack a fixed, regular, and adequate nighttime residence**, meaning:*

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; **or***
- b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); **or***
- c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.*

Applicants qualifying for this preference must provide a letter from the shelter where they are currently residing, or from another SMHA-approved source, verifying their housing status.

**Deleted:** have a valid Certified Homeless Certificate which must be verified through the Stark County Homeless Hotline.

**Victims of Domestic Violence:** Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence and has no other residence and lacks resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing. Applicants qualifying for this preference must have a valid Homeless Certificate which must be verified through the Stark County Homeless Hotline. **(3 points)**

**Broad Range of Income/Deconcentration of Poverty**

SMHA's preference system will work in combination with requirements to match the characteristics of the family to the type/size of unit available. Except those applicant households requiring units with accessibility features for person(s) with disabilities (see Chapter 1, E, Other Accommodations), applicants on the Waiting List that are selected will also be monitored in such a manner that ensures SMHA is meeting the deconcentration of public housing units and income targeting requirements mandated by HUD.

SMHA shall assure a mixed range of incomes and deconcentration of its public housing units by selecting from the List of qualified applicants, households whose incomes would promote deconcentration of poverty. As such, SMHA shall select from the List of qualified applicants, those applicants whose income reflect a Broad Range of Income as defined by SMHA's most current Broad Range of Income/Rent Range policy promoting deconcentration and income targeting requirements.

SMHA shall admit to public housing in each fiscal year, at least forty percent (40%) of households whose income does not exceed 30% of the area median income or poverty level- whichever is the greater of the two, except as may be documented through "fungibility credits" (further defined in the Quality Housing and Work Responsibilities Act of 1998), which permits SMHA to lower the number of households admitted at the 30% threshold by the lowest of one of the following amounts:

If admissions to SMHA's HCV Program during the fiscal year exceeds the 75% minimum income targeting requirement for the HCV Program, SMHA's public housing program may reduce the minimum targeting requirement for the Public Housing program. The fiscal year credit shall not exceed:

Ten percent of the public housing waiting list admissions during the SMHA's fiscal year;

Ten percent of the waiting list admissions to the SMHA's tenant-based assistance program during the fiscal year;

The number of qualifying low income families who, during the fiscal year, commence

occupancy of SMHA's units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy, and actually occupied in that year, by very low income families.

This fungibility provision discretion is also reflected in SMHA's Administrative Plan for the Section 8 Voucher Program.

Fungibility shall only be utilized if SMHA anticipates a shortfall of its 40% goal for new admissions to public housing.

Gross annual income is used for income limits at admission, income targeting, and for income-mixing purposes.

Skipping a family on the Waiting List specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with SMHA's Broad Range of Income Policy.

Admission policies related to the deconcentration efforts do not impose specific quotas since Broad Range of Income imposes specific quotas aimed at maintaining a mix of incomes within each development in order to achieve budgetary viability.

#### **Singles Preference and Designated Senior Units**

The Singles Preference is no longer mandated by statute, and therefore SMHA will no longer utilize this preference.

SMHA has the following properties that have been designated elderly only or elderly/disabled only properties:

- None

#### **Other Preferences**

The SMHA no longer utilizes any other preferences, either former federally mandated or local optional preferences, besides those previously listed in this chapter and identified in Section C. Local Preferences.

#### **D. ORDER OF SELECTION FOR GENERAL OCCUPANCY (FAMILY DEVELOPMENTS)**

The SMHA has established the following local admissions preferences for general occupancy (family) developments:

The SMHA has established the following system to apply local preferences and applicants will be selected in the following order:

1. Total of all local preference points
2. Date and time of pre-application

#### **E. VERIFICATION OF PREFERENCE QUALIFICATION**

When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified by SMHA.

The SMHA will re-verify a preference claim, if the SMHA feels the family's circumstances have changed, at any time up until final determination of eligibility to receive an offer of housing.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.

##### **Change in Circumstances**

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the SMHA via website when their circumstances change. Persons with disabilities that prohibit them from being able to submit a pre-application via SMHA's website may still submit changes in writing. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly-claimed preference."

#### **F. DENIAL OF PREFERENCE**

If SMHA denies a preference, SMHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. The applicant will have fifteen (15) working days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the Waiting List without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and taken off of the Waiting List with notification to the family.

#### **G. INCOME TARGETING**

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

Hereafter families whose incomes do not exceed 30% of area median income will be referred to as "extremely low income families."

SMHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRRA by admitting less than 40% of “extremely low income families or the poverty rate-whichever is the greater of the two” to public housing in a fiscal year, to the extent that SMHA has provided more than 75% of newly available vouchers to “extremely low income families.” This fungibility provision discretion by SMHA is also reflected in SMHA’s Administrative Plan.

If admissions to SMHA’s HCV Program during the fiscal year exceeds the 75% minimum income targeting requirement for the HCV Program, SMHA’s public housing program may reduce the minimum targeting requirement for this program. The fiscal year credit shall not exceed:

Ten percent of the public housing waiting list admissions during the SMHA’s fiscal year;

Ten percent of the waiting list admissions to the SMHA’s tenant-based assistance program during the fiscal year;

The number of qualifying low income families who, during the fiscal year, commence occupancy of SMHA’s units that (a) are located in housing developments located in census tracts having a poverty rate of 30% or more, and (b) are made available for occupancy, and actually occupied in that year, by very low income families.

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

Fungibility shall only be utilized if SMHA is anticipated to fall short of its 40% goal for new admissions to public housing.

#### **Very Low-Income Family Admissions**

As long as SMHA has met the 40% targeted income requirement for new admissions of extremely low-income families, SMHA will fill the remainder of its new admission units with families whose incomes do not exceed 80% of the HUD approved area median income.

#### **H. MIXED POPULATION UNITS**

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character). In accordance with local preferences, elderly families whose head spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property. *SMHA does not maintain any mixed population units.*

**I. GENERAL OCCUPANCY UNITS**

General occupancy units are designed to house all populations of eligible families. In accordance with SMHA's occupancy standards, eligible families not needing units designed with special features or units designed for special populations will be admitted to SMHA's general occupancy units.

All families with children, elderly families and disabled families, will have an admission preference over "Other Singles."

**J. DECONCENTRATION OF POVERTY AND INCOME-MIXING**

SMHA's admission policy is designed to provide for deconcentration of poverty and income-mixing.

Gross annual income is used for income limits at admission, income targeting, and for income-mixing purposes.

Skipping of a family on the waiting list specifically to reach another family with a lower or higher income is not to be considered an adverse action to the family. Such skipping will be uniformly applied until the target threshold is met and in order to comply with SMHA's Broad Range of Income policy.

**Deconcentration and Income-Mixing Goals**

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

**Project Designation Methodology**

SMHA will determine and compare tenant incomes at all general occupancy developments. Skipping of families for deconcentration purposes will be applied uniformly to all families.

**K. PROMOTION OF INTEGRATION**

Beyond the basic requirement of nondiscrimination, SMHA shall affirmatively further fair housing to reduce racial and national origin concentrations. SMHA shall not require any specific income or racial quotas for any development or developments.

SMHA shall not assign persons to a particular section of a community or to a development or building based on race, color, religion, sex, disability, familial status or national origin for purposes of segregating populations.

**L. OFFER OF PLACEMENT ON THE SECTION 8 WAITING LIST**

SMHA does not maintain a merged Waiting List for the public housing and Section 8 program. Per 24 CFR 982.205, if the Section 8 Waiting List is open when the applicant is placed on the public housing list, SMHA will offer to place the family on both Lists. If the public housing Waiting List is open at the time an applicant applies for Section 8, SMHA will offer to place the family on the public housing Waiting List so long as units of appropriate size are managed by SMHA.

All programs owned, operated, managed by SMHA maintain separate Waiting Lists.

#### **M. PURGING AND REMOVAL FROM WAITING LIST**

The waiting list may be purged at least once a year or as necessary by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request for confirmation of continued interest within 20 calendar days, s/he will be withdrawn from the waiting list. If a letter is returned by the Post Office without a forwarding address, the applicant will be withdrawn without further notice and the envelope and letter will be maintained in the file.

If an applicant is withdrawn from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by SMHA.

Purge mailing requests will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

Applicants are notified at the time of submission of their pre-application and at the application briefing for completion of their full application, that they are responsible for notifying the SMHA within 10 days, if they have a change of address.

#### **N. OFFER OF ACCESSIBLE UNITS** **(See Accessible units in Chapter 1 on Fair Housing)**

The SMHA will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan.

**See “Leasing” Chapter**

#### **O. PLAN FOR UNIT OFFERS**

The SMHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is a requirement.

The first qualified applicant in sequence on their selected waiting list(s) will be given **two** offer of a unit of the appropriate size. Because applicants have selected to be placed a the semi-jurisdictional waiting list most appropriate for their needs, refusal of the unit offered will result in the applicant being removed from the Public Housing waiting list.

Once a qualified applicant has risen, in sequence, to the top of their selected waiting list(s) and given one offer of housing and has refused to accept the offer of a lease; the first offer will be the final offer and their application will be withdrawn from the waiting list(s). (see "Good Cause" refusal under Section **Q**.)

If at anytime more than one unit of the appropriate type and size is vacant, the first unit to be offered to the first qualified applicant will be the first unit that is ready for occupancy.

The SMHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

#### **P. CHANGES PRIOR TO UNIT OFFER**

Changes that occur during the period between initial eligibility determination and an offer of a suitable unit that may affect the family's eligibility, unit size the family qualifies for according to the occupancy standard or Total Tenant Payment **must be re-verified prior to making the offer**. This is part of the final eligibility process that must occur prior to offering the applicant a housing unit. The family will be notified in writing if their eligibility or level of benefits has changed and they will be offered an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

#### **Q. APPLICANT STATUS AFTER FINAL UNIT OFFER**

When an applicant refuses to execute a lease for their final unit offer SMHA will:

Remove the applicant from the waiting list. They can reapply at anytime for any waiting list that is open.

Families may reject units for "good cause". "Good Cause" reasons include, proximity to work, school and child care; VAWA, or health related issues.

#### **R. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants must accept a unit offer within **24 hours** from the time the offer is made. Offers made over the telephone will be confirmed by letter. If unable to contact an applicant by telephone, the SMHA will send a **letter**. Failure to accept an offer within **3** calendar days will result in no further offers and the application being withdrawn from the waiting list.

**Commented [NB3]:** Per discussion with Director Johnson changed to two unit offers

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**Commented [NB4]:** Information is in Section Q below

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Multiple offer letters may be sent for an available unit. The first applicant to accept the unit and have the proper security deposit and first months' rent will be housed.

#### **Applicants With a Change in Family Size or Status**

Changes in family composition, status, or income that have been reported in a timely manner by the applicant (within 10 days) at any time between submission of the pre-application up until the final eligibility determination must be processed prior to issuing a unit offer. SMHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

Exceptions to this policy for over-housing may be made in order to meet occupancy goals when there are insufficient applicants on the waiting list to otherwise fill vacant units.

If an applicant family reports a change in a timely manner before being offered a unit, they will be returned to the appropriate position on the waiting list based on the original date and time of their application. In such cases, being selected for a unit offer and referred to a management site will not count as one of their two allowable offers. However, if a family delays reporting a change until after receiving a housing offer, and that change affects their eligibility for the offered unit, the offer will count as one of their two allowable offers due to their failure to report the change promptly.

#### **S. REFUSAL OF OFFER**

If an applicant has indicated they have special housing needs in order to accommodate an individual's disability(ies) on their full application but is still offered a unit that is inappropriate for the applicant's disabilities, the family will retain their position on the waiting list and the offer will not count.

If a family does not request or indicate that they have special housing needs in order to accommodate an individual's disability(ies) and waits to report this until after they have received an offer of housing, but further provides verification of need, the offer of housing will not count as their unit offer due to their failure to notify SMHA of their need prior to receiving an offer of housing.

If the unit offered is refused for other reasons, SMHA will follow the applicable policy as listed in the "Plan for Unit Offers" section and the "Applicant Status After Final Offer" section.

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**Deleted:** As long as the applicant family has reported changes in a timely manner prior to being offered a unit, the family will be returned the appropriate place on the waiting list according to the date and time of their application and being selected for a unit offer and sent to a management site will not count as one of their two offers. If a family waits to report a change until after they have received an offer of housing, and the change affects their eligibility for the unit offered, the offer will still count as one of their two due to their failure to report the change.

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## ATTACHMENT B.2 (a): NEW ACTIVITIES

## **Stark MHA – PHA Code: OH018**

### **B. 2 (2026 ANNUAL PLAN - NEW ACTIVITIES)**

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- a. Does the PHA intend to undertake any new activities related to the following in the PHA's current fiscal year.

Y – Hope VI or Choice Neighborhoods.

Y – Demolition and/or Disposition.

Y – Units with Approved Vacancies for Modernization.

**ATTACHMENT B.2 (b):  
NEW ACTIVITIES DESCRIBED**

## **B. 2 (2026 ANNUAL PLAN – NEW ACTIVITIES)**

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### **1. Choice Neighborhoods Planning Grant**

SMHA in partnership with the City of Canton, advanced the Choice Neighborhoods Planning Grant awarded in September 2023. Over the past year, SMHA completed an 18-month planning process that culminated in the Draft Transformation Plan for Southeast Canton and Jackson Sherrick Homes, submitted to HUD on September 12, 2025. Hundreds of residents and stakeholders engaged through surveys, focus groups, committee meetings, and outreach efforts, ensuring the plan reflects authentic community priorities.

SMHA will finalize the Transformation Plan by March 13, 2026, and pursue a Choice Neighborhoods Implementation Grant of up to \$50 million. SMHA and the City will also complete the Crenshaw Park Early Action Project, delivering new play equipment, accessible walking paths, shaded gathering areas, and pavilion upgrades. This highly participatory project demonstrates visible progress and establishes a model for shared accountability and long-term sustainability.

Looking ahead, SMHA will work closely with HUD and local partners to incorporate feedback in finalizing the Transformation Plan, build community readiness for implementation, and develop a competitive Implementation Grant application package to secure the maximum available funding to advance the redevelopment efforts.

### **2. Demolition or Disposition**

SMHA currently has 81 HUD-approved units for demolition and/or disposition. These units were approved by HUD's Special Applications Center (SAC) as part of SMHA's strategy to remove aging or obsolete inventory that is no longer functionally or financially viable.

In FY 2026, SMHA will continue implementing these approved actions and prepare additional SAC applications as needed, including potential requests related to McKinley Towers and other high-priority sites identified in the Physical Needs Assessment.

### **3. Units with Approved Vacancies for Modernization**

Unit status changes for modernization, such as work required to prepare vacant units for re-occupancy, are in effect as needed. SMHA currently has 34 HUD-approved vacancies designated for modernization, and these units are undergoing rehabilitation to address major capital needs identified in the Physical Needs Assessment.

In FY 2026, SMHA will closely track construction progress, coordinate with contractors to minimize downtime, and target full re-occupancy of all rehabilitated units to maximize occupancy and rental revenue.

ATTACHMENT B.3 (a):  
PROGRESS REPORT – ANNUAL PLAN

## Stark MHA – PHA Code: OH018

### B. 3 (a) (2026 PROGRESS REPORT) (Annual Plan)

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#### 1. PHA Goal: Increase the availability of decent, safe and assisted housing

SMHA made targeted capital investments to preserve and modernize its portfolio while supporting strong occupancy outcomes.

##### **Public Housing / Capital Fund**

In FY 2025, SMHA used a property-based approach to capital fund spending in FY 2025, addressing deferred maintenance needs while keeping more units available for occupancy.

##### **Key accomplishments include:**

- Completion of Physical Needs Assessments (PNAs) for the entire portfolio to guide capital priorities and long-term repositioning efforts.
- Lead hazard mitigation completed at Linwood Acres and Mahoning Manor, with abatement underway at 145 additional sites.
- Replacement of 63 Scattered-Site roofs, 21 storm-damaged roofs at Ellisdale, and siding replacement on 57 Linwood Acres buildings.
- Initiation of 575 window replacements at scattered-site properties, flooring installation in multiple units and rehabilitation of 8 vacant units.
- Major site repairs: Pavement / site repair at Shortridge Villa, Reynolds Manor, Plaza Terrace and Girard Gardens; exterior waterproofing and stairwell repair at Plaza Terrace; hot box installation at Jackson Sherrick; exterior rehabilitation at Ellisdale/Lesdale and tree removal totaling nearly \$400,000.
- Launch of security camera enhancements across multiple sites.
- Upcoming projects include roof and HVAC replacements at WL Hart Apartments and Reynolds Manor, generator replacements at The Gables, Lincoln Apartments, WL Hart Apartment and Reynolds Manor, and fire pump replacements at Reynolds Manor to further improve safety and building systems.

##### **Housing Choice Vouchers (HCV)**

SMHA focused significant efforts in 2025 on strengthening utilization and aligning operations with federal requirements following the release from shortfall status in February 2025.

##### **Key accomplishments include:**

- Processed approximately 1,000 applicants from the HCV waiting list since last opened in March 2023, with plans to reopen the waiting list in 2026 to support increased leasing efforts.
- Updated the Administrative Plan to ensure full HOTMA compliance.
- Awarded 40 additional HUD-VASH vouchers with approximately 20 already leased, and a request submitted for further expansion.
- Implementation of a targeted lease-up strategy to maximize budget authority and increase voucher utilization by December 31, 2025, including outreach to landlords and coordination with program staff.

- Preparing for a seamless transition of EHV participants into the HCV program by December 31, 2025, to prevent loss of assistance and maintain housing stability.

These accomplishments demonstrate SMHA's commitment to maintaining safe, high-quality housing, addressing deferred maintenance needs, and maximizing housing opportunities through increased voucher utilization.

## 2. **PHA Goal: Promote fair access and affirmatively further fair housing**

In 2025, SMHA implemented multiple initiatives to strengthen compliance with fair housing requirements and expand fair access to housing opportunities. SMHA made measurable progress toward advancing fair access and affirmatively furthering fair housing. SMHA received 215 reasonable accommodation requests, of which 154 were approved, 35 denied, 20 withdrawn and 6 remain pending. To support transparency and compliance, SMHA issued 22 Notices of Right to Reasonable Accommodation and actively monitored related costs through a dedicated budget line item, which helps determine future allocations.

SMHA prioritized training and awareness by conducting mandatory Fair Housing training for all staff on April 30, 2025 and incorporating Section 504/VCA briefings into the onboarding of 17 new employees. These efforts strengthen staff knowledge and reinforce SMHA's commitment to compliance and resident rights.

Recognizing the importance of behavioral health in housing stability, SMHA partnered with NAMI Stark County to host its first annual Wellness and Resilience Awareness Training for staff and residents. This initiative equips the SMHA community with tools to address well-being related needs, reduce impediments to housing, and promote resident housing stability.

Finally, SMHA prepared an access survey that will be distributed in early 2026 to identify and address physical and programmatic impediments. The results will inform reasonable accommodation practices, guide capital planning, and ensure residents and applicants have broad access to safe, adequate housing opportunities.

These efforts reflect SMHA's commitment to advancing fair housing, removing obstacles to access, and fostering welcoming communities.

## 3. **PHA Goal: Promote Self Sufficiency and asset development of families and individuals**

In 2025, SMHA continued building pathways to economic independence for residents through case management, training, and partnerships. SMHA strengthened its efforts to help residents achieve economic independence and long-term housing stability through targeted programs, partnerships, and direct support.

### **Family Self-Sufficiency (FSS) Program**

SMHA had 34 participants enrolled in the FSS Program during the reporting period, with 6 graduates successfully completing their contracts. Two contracts were extended for one year each, three participants exited due to non-activity, and six new referrals were

received for potential enrollment. Of the 34 active participants, 27 established escrow accounts totaling \$141,196, reflecting measurable progress toward asset building.

### **Resident Support and Partnerships**

SMHA continued to collaborate with social service agencies throughout Stark County to address resident needs, including rental assistance, utilities, food, clothing, employment, and training. In 2025, 25 residents received \$12,677 in rental assistance from various sources, and six residents were provided with bus passes to support employment and education. SMHA also actively distributed employment opportunities through social media, newsletters, and direct outreach, resulting in two residents being hired by SMHA during the year.

SMHA remains committed to growing its partnerships to create new pathways to self-sufficiency. Ongoing collaborations with Stark County Community Action Agency, Community Building Partnership, and OhioMeansJobs support workforce development and FSS Program Coordinating Committee efforts. Updates on these initiatives will be reported in the next Annual Plan cycle.

### **Resident Opportunity and Support Services (ROSS) Grant**

Through the ROSS grant, SMHA conducted 82 resident assessments focused on education, employment, and financial literacy. On average, 35 residents participated in digital inclusion training to improve internet navigation skills, three residents received employment support (job search, applications, interview preparation), and two residents participated in financial literacy sessions led by Apprisen.

### **Community Engagement**

SMHA partnered with Stark Library to provide weekly mobile services at Linwood, including homework help, snacks, and educational kits — distributing approximately 120 kits each week. Services will expand to Jackson Sherrick in Fall 2025, further increasing access to educational resources.

These collective efforts demonstrate SMHA's ongoing commitment to empowering residents with the tools, resources, and opportunities they need to build assets, increase economic independence, and achieve long-term housing stability.

## **4. PHA Goal: Improve the Quality of Life and Economic Viability**

In 2025, SMHA advanced initiatives designed to enhance resident safety, strengthen community engagement, and improve the overall quality of life within its public housing communities.

### **Safety and Security Enhancements**

SMHA applied for the HAI Group Loss Prevention Fund Cybersecurity Project grant to support the installation of new surveillance cameras across fourteen public housing communities. This project builds on SMHA's ongoing efforts to improve safety and security for residents. In addition to pursuing external funding, SMHA allocated Capital Fund Program (CFP) resources to implement security upgrades and community improvements that promote resident well-being and long-term sustainability.

## **Resident Engagement and Support Services**

SMHA conducted 18 Resident Community Partner Meetings with a total of 92 residents in attendance, providing a forum to address concerns, share updates, and collaborate on solutions to improve living conditions.

### **Key accomplishments include:**

- Distribution of 300 food boxes to seniors.
- Presentations by Legal Aid, the Alzheimer's Association, Skilled Nursing Services, the Domestic Violence Task Force, and other partners.
- Over 5,000 congregate lunches served by the YWCA.
- 242 residents participating in the YMCA "Y on the Fly" health and fitness program, with 23 residents renewing YMCA vouchers.
- 106 residents receiving individualized assistance with transportation, computer support, Social Security, Medicaid recertification, Lifeline, and rent recertification.
- 18 residents receiving Reasonable Accommodations to ensure housing stability and accessibility.

## **Health, Safety, and Compliance Initiative**

SMHA distributed combination smoke and carbon monoxide detectors, as well as smoke-only detectors, meeting the new 10-year battery requirement in preparation for NSPIRE inspection standards. SMHA will also conduct radon testing across its portfolio beginning September 2025, with mitigation to follow if any levels exceed allowable thresholds.

These combined efforts demonstrate SMHA's commitment to fostering safe, healthy, and engaged communities while investing in long-term improvements that support the economic viability of its public housing portfolio.

## **5. PHA Goal: Increase the ability of SMHA to provide quality services by improving employee performance, productivity and customer service**

SMHA focused in 2025 on building staff capacity, improving departmental efficiency, and enhancing resident engagement to deliver high-quality services.

### **Professional Development and Training**

Staff participated in professional development opportunities through the National Association of Housing and Redevelopment Officials (NAHRO), the Ohio Housing Authorities Conference (OHAC), and the Council of Large Public Housing Authorities (CLPHA), ensuring employees remain current on housing program requirements and best practices.

### **Process Improvements**

The Housing Choice Voucher (HCV) Department streamlined processes to improve accuracy and timeliness, including transitioning to electronic annual recertifications. The department continues to utilize HUD tools to maintain compliance and achieved a SEMAP Standard Performer rating for the fiscal year ending March 31, 2025.

### **Resident Services and Community Presence**

SMHA's Resident Services Team expanded its community presence to improve communication and responsiveness. Resident Comment Boxes were placed at several AMP sites and are reviewed weekly, although no comments were received this year. The team established office hours at AMP sites and scheduled leadership and Resident Council officer training with Community Legal Aid for Fall 2025.

#### **Key accomplishments in include:**

- 186 office hours provided and 343 site visits completed
- 26 referrals for resident assistance and 21 surveys/emails addressed
- Six pop-up food distribution visits at the SE Community Center serving 429 residents
- Fourteen clothing distribution pickups benefiting 85 families
- Participation in five community resource fairs to promote Resident Services programs

These efforts demonstrate SMHA's commitment to equipping staff with the knowledge and tools to succeed, streamlining operations to improve performance, and delivering responsive, resident-centered customer service across its communities.

### **6. Violence Against Women Reauthorization Act of 2013 ("VAWA")**

In 2025, SMHA strengthened compliance with the Violence Against Women Reauthorization Act of 2013 (VAWA) to protect residents who are victims of domestic violence, dating violence, sexual assault, or stalking

SMHA adopted and distributed the updated HUD VAWA forms (HUD-5380 through HUD-5384, exp. 01/31/2028) at all required points of interaction, including admissions, lease signings, denials, evictions, emergency transfers, and other applicable case documentation. The use of these updated forms ensures residents and applicants are fully informed of their rights under VAWA and that SMHA remains in compliance with HUD requirements.

SMHA has also strengthened its collaboration with local law enforcement agencies and victim service providers to enhance protections for residents. These partnerships have improved referral pathways, streamlined emergency transfer responses, and expanded access to supportive services for individuals experiencing domestic violence or related incidents.

Within the last year, SMHA facilitated twenty-eight family transfers within the Public Housing Program and two transfers within the Housing Choice Voucher Program to ensure the safety and stability of residents receiving assistance under VAWA protections.

These efforts demonstrate SMHA's ongoing commitment to ensuring residents are informed of their rights, protected from housing discrimination or loss of assistance due to domestic violence, and provided with access to the resources and support needed to maintain safe, stable housing.

Collectively, these accomplishments demonstrate SMHA's measurable progress in meeting the goals set forth in the Annual Plan. Through capital improvements,

strengthened voucher utilization, robust fair housing initiatives, and enhanced resident engagement, SMHA continues to fulfill its mission of providing safe, decent, and assisted housing while promoting resident self-sufficiency and community stability.

## ATTACHMENT B.3 (b): PROGRESS REPORT – 5 YEAR PLAN

### B. 3 (b) (2026 PROGRESS REPORT) (5 Year Plan)

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#### 1. Improve the Quality of Existing Public Housing Stock

SMHA has made measurable progress toward improving housing quality and preparing for long-term sustainability. Through the Choice Neighborhoods Planning Grant, SMHA engaged residents and resident ambassadors in planning and decision-making, completed data-driven assessments of housing needs and redevelopment options with Planning Grant Coordinator Camiros, and submitted the Draft Transformation Plan for Southeast Canton and Jackson Sherrick Homes to HUD on September 12, 2025. SMHA advanced the Crenshaw Park Early Action Project to deliver visible improvements, including new play equipment, accessible walking paths, shaded gathering areas, and pavilion upgrades, helping to strengthen resident trust and demonstrate tangible progress. Discussions also began on relocation strategies that prioritize resident choice and housing stability, and partnerships with the City of Canton and other community stakeholders have expanded to align housing improvements with broader revitalization efforts.

SMHA maintained an average occupancy rate of 94 percent and an average unit turnaround of 20 days. To further increase occupancy, SMHA is actively filling staffing vacancies to improve unit turnaround times. With the addition of a staff member in the intake department, SMHA has increased unit offers and processed applications at a faster rate, resulting in 276 new families leased since the last plan update.

##### **Key accomplishments since the start of the plan include:**

- Replacement of roofs and rooftop units at Lincoln, Plaza, and Shortridge.
- Replacement of 21 roofs at Ellisdale and 56 additional roofs agency-wide, including Constitution Hall.
- Exterior rehabilitation of 57 buildings at Linwood Acres.
- Multiple whole-house flooring projects throughout the agency.
- Architrave and screen door replacement at Mahoning Manor.
- Nearly \$390,000 invested in tree trimming and removal.
- Continued use of a property-based capital spending approach to address deferred maintenance and extend the useful life of properties.
- Completion of 11 rehabilitation and maintenance projects using SMHA's pre-qualified contractor pool for small purchases (up to \$50,000).

These efforts demonstrate SMHA's commitment to preserving and modernizing its public housing portfolio, reducing deferred maintenance, and positioning the agency for successful mixed-income redevelopment that aligns with its long-term strategic vision.

#### 2. Expand the Supply of Assisted Housing

SMHA continues to promote housing choice and economic mobility by offering homeownership opportunities through the HCV Homeownership Program. Two closings on newly purchased homes occurred during this calendar year, supporting participants in achieving long-term housing stability and asset building.

SMHA is actively exploring opportunities to expand housing for low- and moderate-income families through the RAD Program, the Capital Fund Mixed-Finance Development

Program, and other funding sources such as HOME, CDBG, FHLB, and competitive federal, state, and local grants. These efforts are part of SMHA's broader strategy to reposition and expand its assisted housing portfolio.

The Housing Choice Voucher Program worked diligently to maximize use of available resources. SMHA exhausted its 2024 budget authority at 113 percent and successfully came out of a funding shortfall in spring 2025. While utilization decreased following the shortfall, SMHA has restored capacity to issue vouchers to new applicants and is actively implementing strategies to increase leasing and maximize budget authority before the end of 2025.

**Key accomplishments include:**

- Plans to open the Housing Choice Voucher waiting list in 2026 to support ongoing leasing efforts.
- Annual review and update of payment standards and utility allowances to ensure affordability and program compliance.
- Monthly monitoring of SEMAP and PIC reports to ensure data accuracy and timely corrective action.
- Receipt of SEMAP Standard Performer status for the fiscal year ending March 31, 2025.

SMHA continues to strengthen partnerships with referral agencies and the Stark County Homeless Continuum of Care, which has allowed the agency to lease more units than projected under special-purpose voucher grants.

In April 2025, a building fire displaced 14 families housed under the Section 8 Moderate Rehabilitation Program. Working with community partners including the Red Cross and Canton for All People, SMHA provided temporary shelter and transitioned the displaced families to vouchers, ensuring housing stability despite the emergency.

These efforts demonstrate SMHA's commitment to expanding housing opportunities, achieving full utilization of Housing Choice Vouchers, and leveraging partnerships to respond quickly and compassionately to the needs of families in crisis.

**3. Increase Supportive and Assisted Housing Choices**

SMHA continues to strengthen relationships with partner agencies that provide supportive services to participants, including Phoenix Rising, Coleman, and CommQuest. These partnerships ensure that residents have access to behavior health support, addiction recovery programs, case management, and other essential services that help sustain housing stability.

The Housing Choice Voucher Department coordinates closely with Resident Services to notify staff when newly housed residents may need services or referrals to maintain their self-sufficiency. This collaboration helps address challenges early and connects households to supportive resources that promote long-term success.

SMHA is also pursuing opportunities to expand supportive housing options for special populations.

**Key accomplishments include:**

- Strengthened partnerships with the Stark Housing Network and other community organizations to increase supportive and assisted housing options.
- Expanded the HUD-VASH Program by 42 percent and submitted interest to HUD to further expand the program.
- Collaborated with Resident Services to connect newly housed residents to needed supportive services and referrals.
- Explored new funding sources and partnerships with housing providers and nonprofits to expand housing opportunities for special populations.

These efforts demonstrate SMHA's commitment to providing participants with the supportive services and housing options necessary to maintain stability, improve quality of life, and meet the needs of vulnerable populations.

**4. Provide an Improved Living Environment**

SMHA continues to improve the safety, cleanliness, and overall quality of life for residents through targeted capital projects, safety initiatives, and supportive resident programming. The Lead Safe Ohio Grant remains a major focus, with roofing work at Linwood completed as of mid-2025 and gutters and downspouts scheduled for installation by September 2025. Doors at Linwood are pending a change order and are projected to be installed by the end of 2025. All 159 properties with identified lead hazards are in the pipeline for abatement and renovation, with funds allocated for lead abatement and environmental hazard remediation, contractor costs for doors, gutters, and downspouts, relocation services, change orders, revised specifications, and clearance testing for abatement-completed units.

To enhance safety, SMHA coordinates with local law enforcement to provide patrol coverage in Alliance, Canton, and Massillon at scheduled times, focusing on evening, night, and weekend hours to increase visibility. SMHA also contracted a security consultant with Housing Authority expertise to conduct a comprehensive assessment of the Security Department's leadership, staffing, interagency agreements, and policies. SMHA is reviewing and implementing the consultant's recommendations.

**Key accomplishments include:**

- Advanced Lead Safe Ohio Grant implementation, including completion of roof replacements at Linwood, gutters and downspouts scheduled for installation by September 2025, doors projected for completion by year-end, and abatement planned for all 159 identified lead-hazard units, with full expenditure of the **\$2,923,000 allocation** anticipated.
- Completion of semi-annual housekeeping inspections at all properties, supporting early identification of maintenance issues and enforcement of housekeeping standards.
- Ongoing review of work order aging at each property, reducing the number of outstanding work orders and improving response times, which has enhanced resident satisfaction and better prepared SMHA for NSPIRE inspections.

- Development of housekeeping classes to be offered when a minimum of five residents per AMP are available, with a proposal to partner with A Better U Behavioral Health to provide training and cleaning services.
- Established partnership with Jackson Bear Hugs to provide household goods, food, clothing, and furniture, with 85 families receiving clothing items during the reporting period.
- Collaboration with Stark County Mobile Library to provide weekly after-school homework help to approximately 20 youth at Linwood, with services expanding to Jackson Sherrick in Fall 2025.
- Utilization of ROSS Grant funds to provide Plaza residents with access to internet hot spots, supporting digital inclusion by enabling residents to pay rent online, apply for benefits, and access health and social services.

These combined efforts demonstrate SMHA's commitment to creating safe, healthy, and supportive living environments, addressing environmental hazards, improving property management efficiency, and providing residents with programs and resources that promote stability and quality of life.

#### **5. Promote self-sufficiency and asset development of families and individuals**

SMHA continues to strengthen its efforts to support residents in achieving economic independence through the Family Self-Sufficiency (FSS) Program and coordinated employment initiatives. A dedicated FSS Coordinator was hired on July 14, 2025, to provide case management support, referrals, and escrow account management for residents who begin working. Collaboration between Resident Services, Housing Operations, and the Housing Choice Voucher Program has resulted in the FSS Coordinator contacting new move-in residents from both programs to encourage enrollment. The Coordinator will also contact existing residents to recruit additional participants and provide regular updates to those already enrolled. Guided by the Resident Services Director, the Coordinator is building partnerships with community stakeholders to expand program awareness and increase participation.

#### **Key accomplishments include:**

- Hiring of a full-time FSS Coordinator to lead program implementation and resident engagement efforts.
- Development of a process to connect with all new move-in residents across public housing and HCV programs for potential FSS enrollment.
- Planning for outreach to existing residents to increase participation and strengthen program outcomes.
- Establishment of new partnerships with community stakeholders to support employment, training, and financial literacy for FSS participants.

SMHA continues to promote and advance employment and training opportunities through multiple outreach methods, including its website, social media platforms (Facebook and Instagram), Mailchimp email campaigns, postings at AMP sites, Resident Services staff

office hours, and attendance at community events. Enrollment levels, participant progress, and escrow balances will be tracked and reported in future Annual Plan updates to demonstrate measurable outcomes and program impact.

These initiatives demonstrate SMHA's commitment to building resident capacity, encouraging workforce participation, and supporting asset development as a pathway to long-term housing stability and self-sufficiency.

**6. Ensure fair access & affirmatively further fair housing**

SMHA remains committed to advancing fair housing objectives and ensuring nondiscrimination across all programs. Through partnerships with the Stark County Community Action Agency, Community Legal Aid, Refuge of Hope, and the Domestic Violence Project, SMHA has expanded outreach, increased resident access to supportive services, and strengthened compliance with fair housing requirements.

**Key accomplishments include:**

- Conducted the annual mandatory Fair Housing training on April 30, 2025, facilitated by SMHA's Legal Services Manager using Ohio Civil Rights Commission materials.
- Maintained compliance with the terms of the Voluntary Compliance Agreement (VCA).
- Continued efforts to increase the number of UFAS-compliant units through improvements and modifications included in the Capital Fund Budget to ensure usability for residents with qualifying conditions.

SMHA will continue to assess language access needs and explore strategies to improve communication with limited English proficient residents in future plan years. These efforts demonstrate SMHA's ongoing commitment to affirmatively furthering fair housing, removing obstacles to housing access, and ensuring residents have access to safe, adequate and suitable housing regardless of any personal characteristics or household composition.

## ATTACHMENT B.4: CAPITAL IMPROVEMENTS

## **Stark MHA – PHA Code: OH018**

### **B. 4 (2026 ANNUAL PLAN CAPITAL IMPROVEMENTS)**

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Please see the 2022-2026 5-Year Capital Action Plan in EPIC approved by HUD on 09/02/2025.

## ATTACHMENT C.1: RESIDENT ADVISORY BOARD COMMENTS

**(Fiscal Year: 2026)**



**ADDRESS:** 1800 Mahoning Manor; Canton, OH.

# SIGN IN SHEET

| Name of Attendee   | Signature          |
|--------------------|--------------------|
| Carol Paul         | Carol Paul         |
| Deborah Spurlin    | Deborah Spurlin    |
| Michelle Althinson | Michelle Althinson |
| Katie Rutkowski    | Katie Rutkowski    |
| Milistine Tatum    | Milistine Tatum    |
| Brenda Peavy       | Brenda Peavy       |
| Fred R. Kett       | Fred R. Kett       |
| Nicole Nussbaum    | Nicole Nussbaum    |
| Penny Horn         | Penny Horn         |
| Chuck Sansa        | Chuck Sansa        |
| Peggy Klima        | Peggy Klima        |
| Dary Nelson        | Dary Nelson        |
| William Wisson     | William Wisson     |
| Terrie Lewis       | Terrie Lewis       |
| Paradell Milini    | Paradell Milini    |
| Mary Bowman        | Mary Bowman        |



## **Jurisdiction-Wide Resident Council Association**

### **Agenda**

**August 19th, 2025**

**6:00 PM**

**Central Office**

- I. Welcome**
- II. Invocation/Prayer**
- III. Introduction of Officers**
- IV. SMHA overview of the 2026 Annual Plan and 2026 Capitol Action Plan**
- V. Secretary's report of the June and July meeting minutes**
- VI. Treasurer's reading of the June and July report**
- VII. Vice-Presidents Report:**
- VIII. Presidents Report:**
- IX. Old Business: email us at: [jdrccouncil@gmail.com](mailto:jdrccouncil@gmail.com). Visit our Facebook page to keep up to date at [www.facebook.com/Jurisdiction-Wide Resident Council](http://www.facebook.com/Jurisdiction-Wide-Resident-Council).**
- X. New Business: Transportation is needed, looking into applying for grants, Fundraising ideas, Holiday events, Thanksgiving/Christmas.**
- XI. Next Meeting: September 16th at 6:00 p.m. at Hart Apartments located at 130 E. Simpson St. Alliance, OH, 44601. All meetings are held every 3rd Tuesday of the month.**
- XII. Meeting Adjourned Please stay to meet officers/refreshments/fellowship!**



2026 Annual Plan and Revisions to it 2022-2026 Capital Action Plan, Public Housing  
Admissions and Continued Occupancy Policy (ACOP) and Housing Choice Voucher  
Administrative Plan

August 19, 2026 at 6 p.m.

Resident Council Meeting

Mahoning Manor

Agenda

1. Welcome and Introductions
2. Review of 2026 Annual Plan
3. Revision review of the 2022-2026 Capital Action Plan
4. Housing Choice Voucher Administrative Plan Review
5. Admissions and Continued Occupancy Policy (ACOP) Review
6. Resident Council Board / Resident Questions Comments

## Fiscal Year 2026 Annual Plan Meeting Summary

Annual Plan Meeting was held on August 19, 2025, at the Stark Metropolitan Housing Authority's (SMHA) Mahoning Manor (see attached sign-in sheet). SMHA was invited to attend to discuss and receive feedback from the residents during their Jurisdiction Wide Council Meeting.

Purpose of the annual plan was given and stated that residents' input is sought for plan inclusion. There were no questions or comments.

Housing Operations staff informed that there will be new activities/changes to the ACOP – which will be revisions to its pet and transfer policies. No questions were asked by residents.

Capital Projects were discussed with schedule of projects to be completed and status on projects that are active. No questions were asked by residents about what was reported. However, residents inquired on the following: Hart as issues with elevator – only 1 working, trash chute out of order, handicap button on doors does not work, and overall issues with the parking lot. Plaza residents inquired about the cooling of the building. Mahoning residents stated they need new doors, vent cleaning, issues with heating system, lack of cabinet spacing, and their disapproval of flat paint in the unit. Staff stated that they would investigate the concerns at Hart, gave an explanation on the lack of cooling at Plaza, and addressed the door issue at Mahoning as something that will look into. The layout of the units and where the vent ducts are located was given as reason to lack of heating/cooling in the unit.

HCVP shared HOTMA changes but no questions were asked by the residents.

No questions for CNI and Self-Sufficiency.

Overall, no adverse comments received regarding the Plan.



SMHA Annual Plan FY 2026 and Revisions to the 2022-2026 Capital Action Plan, Public  
Housing Admissions and Continued Occupancy Policy (ACOP) and Housing Choice  
Voucher Administrative Plan Meeting

November 17, 2025

Agenda

- I. Welcome & Introductions
- II. Review of Annual Plan and 5-Year Plan Goals & Objectives
- III. Review of 2022-2026 Capital Action Plan
- IV. Housing Choice Voucher Administrative Plan Review
- V. Admissions and Continued Occupancy Policies (ACOP) Review
- VI. Resident Council Members Comments/Questions

## Fiscal Year: 2026



**DATE /TIME:** November 17, 2025 at 10:00 a.m.  
**LOCATION:** Alliance Management Office Building  
**ADDRESS:** 130 E Simpson St, Alliance, OH

[illegible]



FY 2026 Annual Plan and Revisions to the 2022-2026 Capital Action Plan, Public Housing Admissions and Continued Policy (ACOP) and Housing Choice Voucher Administrative Plan Meeting

Resident Comments

November 17, 2025

The meeting was held on Monday, November 17, 2025, at the Hart Apartments in Alliance, Ohio. The attached agenda was followed. There were 10 persons in attendance – 3 were residents and 7 were staff from Stark Metropolitan Housing Authority (SMHA).

There were no adverse comments received regarding the Annual Plan. There was one question asked about what programs/services/ initiatives are on the horizon for Alliance. A response was given stating that there was a \$6.1 million renovation project for the 39 units at Pike Place in Alliance. The resident responded that she was not aware of this project and suggested that information should be shared in the newsletter. The Director of Housing Operations stated that moving forward, information will be shared with residents through the newsletter.



SMHA Annual Plan FY 2026 and Revisions to the 2022-2026 Capital Action Plan, Public Housing Admissions and Continued Occupancy Policy (ACOP) and Housing Choice Voucher Administrative Plan Meeting

November 18, 2025

Agenda

- I. Welcome & Introductions
- II. Review of Annual Plan and 5-Year Plan Goals & Objectives
- III. Review of 2022-2026 Capital Action Plan
- IV. Housing Choice Voucher Administrative Plan Review
- V. Admissions and Continued Occupancy Policies (ACOP) Review
- VI. Resident Council Members Comments/Questions

**Fiscal Year: 2026**

**ADDRESS:** 1711 16th St SE, Massillon, OH

[illegible]



SMHA Annual Plan FY 2026 and Revisions to the 2022-2026 Capital Action Plan, Public Housing Admissions and Continued Occupancy Policy (ACOP) and Housing Choice Voucher Administrative Plan Meeting

November 19, 2025

Agenda

- I. Welcome & Introductions
- II. Review of Annual Plan and 5-Year Plan Goals & Objectives
- III. Review of 2022-2026 Capital Action Plan
- IV. Housing Choice Voucher Administrative Plan Review
- V. Admissions and Continued Occupancy Policies (ACOP) Review
- VI. Resident Council Members Comments/Questions

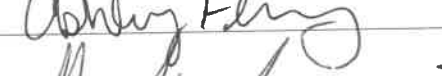
# ANNUAL PLAN MEETING

## Fiscal Year: 2026



**DATE / TIME:** November 19, 2025 at 10:00 a.m.  
**LOCATION:** SMHA Central Office  
**ADDRESS:** 400 Tuscarawas Street E., Canton, OH

## SIGN IN SHEET

| Name of Attendee  | Signature                                                                               |
|-------------------|-----------------------------------------------------------------------------------------|
| Milistine Taten   |  SMHA  |
| Chuck Samson      |  SMHA  |
| Nicole Braswell   |  SMHA  |
| Ashley Fleming    |  SMHA  |
| Michelle Atkinson |  SMHA  |
| Terrie Lewis      |  SMHA |
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ATTACHMENT C.2:  
CERTIFICATION BY STATE OR LOCAL  
OFFICIALS

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 09/30/2027

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Diane Sheridan, the Chief of Community Development  
*Official's Name* *Official's Title*

certify that the 5-Year PHA Plan for fiscal years 2026-2030 and/or Annual PHA Plan for fiscal  
year 2026 of the OH018 - Stark Metropolitan Housing Authority is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies  
to:

Stark County Board of Commissioners

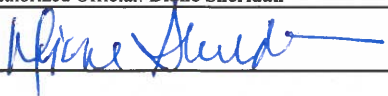
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State  
Consolidated Plan.

**The goals and objectives outlined in the Stark Metropolitan Housing Authority's 2026 Annual  
Plan are consistent with the consolidated plan through various plan elements which address  
improving living environments, expanding the supply of affordable housing and improving the  
supply of quality housing.**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly  
submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil  
and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

|                                                                                                |                                              |
|------------------------------------------------------------------------------------------------|----------------------------------------------|
| Name of Authorized Official: <u>Diane Sheridan</u>                                             | Title: <u>Chief of Community Development</u> |
| Signature:  | Date: <u>11.19.25</u>                        |

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions,  
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this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE,  
Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB  
Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB  
Control Number.

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12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are  
required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**Form identification:** OH018 - Stark Metropolitan Housing Authority form HUD-50077-SL (Form ID -  
5922) printed by Kristi Wollam in HUD Secure Systems/Public Housing Portal at 11/17/2025 12:24PM EST

**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 09/30/2027

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Andrew Grove, the Mayor of Alliance, Ohio  
*Official's Name* *Official's Title*  
certify that the 5-Year PHA Plan for fiscal years 2026-2030 and/or Annual PHA Plan for fiscal  
year 2026 of the OH018 - Stark Metropolitan Housing Authority is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies  
to:

City of Alliance, Ohio

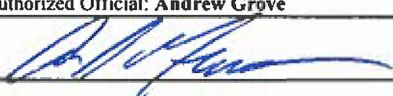
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State  
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**The goals and objectives outlined in the Stark Metropolitan Housing Authority's 2026 Annual  
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|                                                                                                |                                       |
|------------------------------------------------------------------------------------------------|---------------------------------------|
| Name of Authorized Official: <u>Andrew Grove</u>                                               | Title: <u>Mayor of Alliance, Ohio</u> |
| Signature:  | Date: <u>11/17/25</u>                 |

This information is collected to ensure consistency with the consolidated plan or state consolidated plan

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State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 09/30/2027

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, William V. Sherer II, the Mayor of Canton, Ohio  
*Official's Name* *Official's Title*  
certify that the 5-Year PHA Plan for fiscal years 2026-2030 and/or Annual PHA Plan for fiscal  
year 2026 of the OH018 - Stark Metropolitan Housing Authority is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies  
to:

City of Canton, Ohio

*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State  
Consolidated Plan.

**The goals and objectives outlined in the Stark Metropolitan Housing Authority's 2026 Annual  
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and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

|                                                                                                |                                     |
|------------------------------------------------------------------------------------------------|-------------------------------------|
| Name of Authorized Official: <u>William V. Sherer II</u>                                       | Title: <u>Mayor of Canton, Ohio</u> |
| Signature:  | Date: <u>12-16-25</u>               |

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions,  
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with the Consolidated Plan or  
State Consolidated Plan  
(All PHAs)**

U. S Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 09/30/2027

**Certification by State or Local Official of PHA Plans  
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Jamie Slutz, the Mayor of Massillon, Ohio  
*Official's Name* *Official's Title*  
certify that the 5-Year PHA Plan for fiscal years 2026-2030 and/or Annual PHA Plan for fiscal  
year 2026 of the OH018 - Stark Metropolitan Housing Authority is consistent with the  
*PHA Name*

Consolidated Plan or State Consolidated Plan including any applicable fair housing goals or strategies  
to:

City of Massillon, Ohio

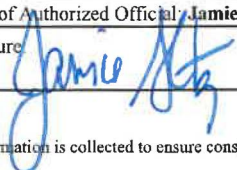
*Local Jurisdiction Name*

pursuant to 24 CFR Part 91 and 24 CFR Part 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

**The goals and objectives outlined in the Stark Metropolitan Housing Authority's 2026 Annual Plan are consistent with the consolidated plan through various plan elements which address improving living environments, expanding the supply of affordable housing and improving the supply of quality housing.**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. § 3729, 3802).

|                                                                                                |                                        |
|------------------------------------------------------------------------------------------------|----------------------------------------|
| Name of Authorized Official: <u>Jamie Slutz</u>                                                | Title: <u>Mayor of Massillon, Ohio</u> |
| Signature:  | Date: <u>11-18-2025</u>                |

This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, REE, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0226. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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**ATTACHMENT C.3:  
HUD-50077-ST-HCV-HP / CIVIL RIGHTS  
CERTIFICATION**

**Certifications of Compliance with  
PHA Plan and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 09/30/2027

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations  
including PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan," of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2026, in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the Resident Advisory Board (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the way the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
  - i. The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - ii. The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - iii. The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours. Where possible, PHAs should make documents available electronically, for public inspection upon request.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment. The PHA ensured all notices and meetings provided effective communication with persons with disabilities and further provided meaningful language access for persons with Limited English Proficiency (LEP).
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Violence Against Women Act (34 U.S.C. § 12291 et seq.), and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Violence Against Women Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of all HUD programs.
7. The PHA will affirmatively further fair housing, in compliance with the Fair Housing Act, 24 CFR § 5.150 et seq., 24 CFR § 903.7(o), and 24 CFR § 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living

patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR § 5.151). Pursuant to 24 CFR § 903.15(c)(2), a PHA's policies should be designed to reduce the concentration of tenants and other assisted persons by race, national origin, and disability. PHA policies should include affirmative steps stated in 24 CFR § 903.15(c)(2)(i) and 24 CFR § 903.15(c)(2)(ii). Furthermore, under 24 CFR § 903.7(o), a PHA must submit a civil rights certification with its Annual and 5-year PHA Plans, except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document. The PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

8. For PHA Plans that include a policy for site-based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module and/or its successor system: the Housing Information Portal (HIP) in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination based on age pursuant to the Age Discrimination Act of 1975.
10. In accordance with the Fair Housing Act, the PHA will not base a determination of eligibility for housing on marital status and will not otherwise discriminate because of sex.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, 'Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped' for people with physical disabilities.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implement the regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.302 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to always be available at all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary

business office of the PHA and, where possible, should be made available for public inspection in an electronic format.

22. The PHA certifies that it is following all applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

**Stark Metropolitan Housing Authority**

PHA Name

**OH018**

PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year **2026**

☐ 5-Year PHA Plan for Fiscal Years 20-20

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

|                                                                                                                    |                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Name of Executive Director: <b>MS Denita Johnson</b>                                                               | Name of Board Chairman: <b>Fonda Williams</b>                                                                       |
| Signature:  Date: <b>12/19/25</b> | Signature:  Date: <b>12/19/25</b> |

This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

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## ATTACHMENT D: BOARD RESOLUTION

## RESOLUTION NO. 3734

### STARK METROPOLITAN HOUSING AUTHORITY

**WHEREAS**, the PHA Plan process was established by section 5A of the United States Housing Act of 1937, Section 5A(b) of the U.S. Housing Act of 1937 was amended by the 2008 Housing and Economic Recovery Act, Sections 2701 and 2702, Small Public Housing Authorities Paperwork Reduction Act; and

**WHEREAS**, the PHA Plan is a comprehensive guide to public housing agency (PHA) policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year; and

**WHEREAS**, SMHA developed its proposed Annual Plan with input from Public Housing and Housing Choice Voucher participants, local government officials and social service agencies. The proposed Plans were available for public view for 45 days; and

**WHEREAS**, the Annual Plan contains strategies for addressing housing needs, goals and objectives and housing needs of families on the waiting list;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Stark Metropolitan Housing Authority approve the 2026 Annual Plan authorizing the Executive Director to submit the plan and certifications to the United States Department of Housing and Urban Development.

**DATE ADOPTED:** December 18, 2025

  
\_\_\_\_\_  
**SECRETARY**

  
\_\_\_\_\_  
**CHAIRMAN**

## ATTACHMENT E: PUBLIC NOTICE

# LOCALiQ

The Alliance Review | Ashland Times Gazette  
The Daily Jeffersonian | Record-Courier  
The Daily Record | The Repository  
The Times-Reporter | The Independent  
Akron Beacon Journal | Columbus Dispatch

PO Box 630599 Cincinnati, OH 45263-0599

## **AFFIDAVIT OF PUBLICATION**

Kristi Wollam  
L-Stark Metro Housing Authority  
400 Tuscarawas ST E  
Canton OH 44702-1131

STATE OF OHIO, COUNTY OF STARK

The Canton Repository, a daily newspaper of general circulation, printed and published in the county of Stark, in the State of Ohio; that the publication, a copy of which is attached hereto, was published in said newspaper in the issue dated:

REP cantonrep.com 10/01/2025  
REP The Repository 10/01/2025

Sworn to and subscribed before on 10/01/2025



Legal Clerk

  
Notary, State of WI, County of Brown

9-3-29

My commission expires

|                   |                 |              |
|-------------------|-----------------|--------------|
| Publication Cost: | \$164.05        |              |
| Tax Amount:       | \$0.00          |              |
| Payment Cost:     | \$164.05        |              |
| Order No:         | 11696840        | # of Copies: |
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| PO #:             | Public Meetings |              |

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KONGMENG YANG  
Notary Public  
State of Wisconsin

## **PUBLIC NOTICE**

### **STARK METROPOLITAN HOUSING AUTHORITY (SMHA) ANNOUNCES PUBLIC MEETINGS FOR REVIEW OF THE 2026 ANNUAL PLAN AND REVISIONS TO ITS 2022- 2026 CAPITAL ACTION PLAN, PUBLIC HOUSING ADMISSIONS AND CONTIN- UED OCCUPANCY POLICY (ACOP) AND HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN**

The SMHA 2026 Annual Plan and a summary of revisions made to the 2022-2026 Capital Action Plan, Public Housing Admissions and Continued Occupancy Policy (ACOP) and Housing Choice Voucher Administrative Plan will be available for review from October 1, 2025, through November 15, 2025, at the following locations:

- SMHA Central Office 400 Tuscarawas Street E, Canton
- Lillian Beane Center 1711 16th Street SE, Massillon
- Alliance Management Office Building 130 E. Simpson Street, Alliance

The following dates and times have been scheduled for public meetings:

November 17, 2025 at 10:00 a.m. Alliance Management Office Building in Alliance  
November 18, 2025 at 10:00 a.m. Lillian Beane Center in Massillon

November 19, 2025 at 10:00 a.m. SMHA's Central Office in Canton

Space is limited and advanced registration is recommended. To reserve your spot call 330-454-8051, Ext. 324 by November 10, 2025.

Written comments on the plan should be received no later than **4:00 p.m. on November 17, 2025** to:

Stark Metropolitan Housing Authority  
Attn: Office of the Executive Director  
400 Tuscarawas Street E  
Canton, OH 44702  
Published in The Repository on October 1, 2025.