

**Low Income Public Housing (LIPH)  
Admission and Continued Occupancy Policy (ACOP)  
Proposed Changes for 2023-2024**

Page	Section	Change
2-5	<p>Discrimination Complaints</p> <p>If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant or tenant family’s assertions have merit and take any warranted corrective action.</p> <p>In all cases, the PHA may advise the family to file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.</p> <p>Upon receipt of a housing discrimination complaint, the PHA is required to:</p> <ul style="list-style-type: none"> <li>• Provide written notice of the complaint to those alleged and inform the complainant that such notice was made</li> <li>• Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted</li> <li>• Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20]</li> </ul> <p><u>PHA Policy</u></p> <p>Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.</p> <p>Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination</p>	<p><b>Added: <u>2-I.C. DISCRIMINATION COMPLIANTS</u></b></p> <p><b>(Revised) <u>General Housing</u> Discrimination Complaints</b></p> <p>If an applicant or tenant family believes that any family member has been discriminated against by the PHA, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant or tenant family’s assertions have merit and take any warranted corrective action.</p> <p><b>(Revised)</b>In all cases, the PHA <b>will</b> advise the family <b>that they may</b> file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.</p> <p><u>PHA Policy (Revised)</u></p> <p>Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.</p> <p>Within 10 business days of receiving the complaint, the PHA will <b>investigate and</b> attempt to remedy discrimination complaints made against the PHA. <b>The PHA will also advise the family of their right to file a fair housing complaint with HUD’s Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.</b></p>

	<p>complaint form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO).</p> <p>The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.</p> <p>Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.</p> <p>The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)</p>	
2-6		<p><u>Added: Complaints under the Equal Access Final Rule [Notice PIH 2014-20]</u></p> <p><u>Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed of these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.</u></p> <p><u>PHA Policy</u></p> <p><u>Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing.</u></p> <p><u>Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO).</u></p> <p><u>The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.</u></p>

		<p><u>Within 10 business days following the conclusion of the PHA’s investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.</u></p> <p><u>The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)</u></p>
2-7		<p><u>Added: VAWA Complaint Processing [Notice FHEO 2023-01]</u></p> <p><u>A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.</u></p> <p><u>Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.</u></p> <p><u>PHA Policy</u></p> <p><u>Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.</u></p> <p><u>The PHA will advise the family of their right to file a VAWA complaint with HUD’s Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO’s online complaint form via mail, email, or telephone.</u></p> <p><u>The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.</u></p> <p><u>The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)</u></p>

3-31	<p><b>3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING</b></p> <p>The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.</p> <p>Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.</p>	<p><b>(Revised) 3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING</b></p> <p>The Violence against Women Act (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.</p> <ul style="list-style-type: none"> <li>• Definitions of key terms used in VAWA are provided in section 16-VII of this ACOP, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located</li> </ul>
6-47	<p><b>TTP Formula [24 CFR 5.628]</b></p> <p>HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:</p> <ul style="list-style-type: none"> <li>• 30 percent of the family’s monthly adjusted income (adjusted income is defined in Part II)</li> <li>• 10 percent of the family’s monthly gross income (annual income, as defined in Part I, divided by 12)</li> <li>• The welfare rent (in as-paid states only)</li> <li>• A minimum rent between \$0 and \$50 that is established by the PHA</li> </ul> <p>The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.</p>	<p><b>TTP Formula [24 CFR 5.628]</b></p> <p>HUD regulations specify the formula for calculating the total tenant payment (TTP) for a tenant family. TTP is the highest of the following amounts, rounded to the nearest dollar:</p> <ul style="list-style-type: none"> <li>• 30 percent of the family’s monthly adjusted income (adjusted income is defined in Part II)</li> <li>• 10 percent of the family’s monthly gross income (annual income, as defined in Part I, divided by 12)</li> <li>• The welfare rent (in as-paid states only)</li> <li>• A minimum rent between \$0 and \$50 that is established by the PHA</li> <li>• <b><u>(added)The alternative non-public housing rent, as determined in accordance with 24 CFR 960.102</u></b></li> </ul>
6-53	<p><b>Temporary Hardship</b></p> <p>If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the first of the month following the date of the family’s request for a hardship exemption. The family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.</p>	<p><b><u>Temporary Hardship</u></b></p> <p><b><u>Revised: If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption. At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.</u></b></p>

6-56	<p><b>6-III.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]</b>          HUD regulations prohibit assistance to ineligible family members. A <i>mixed family</i> is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible.</p>	<p><b>6-III.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520] (Revised)</b>          HUD regulations prohibit assistance to ineligible family members. A <i>mixed family</i> is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. <b>Except for non-public housing over income families</b>, the PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible.</p>
6-57	<p><b>Family Choice in Rents [24 CFR 960.253(a) and (e)]</b>          Once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.</p>	<p><b>Family Choice in Rents [24 CFR 960.253(a) and (e)] (Revised)</b>  <b>With the exception of non-public housing over income families</b>, once each year, the PHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The PHA must document that flat rents were offered to families under the methods used to determine flat rents for the PHA.</p>
6-58	<p><b>Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]</b>          A family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.</p>	<p><b>Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)] (Revised)</b>  <b>With the exception of non-public housing over-income families</b>, a family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the PHA determines that a financial hardship exists, the PHA must immediately allow the family to switch from flat rent to the income-based rent.</p>
7-28	<p><b>7-IV.C. DISABILITY ASSISTANCE EXPENSES</b>          Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.  <b>Amount of Expense</b>  <b>Attendant Care</b>  <u>PHA Policy</u>          The PHA will accept written third-party documents provided by the family.          If family-provided documents are not available, the PHA will provide a third-party verification form directly to the care provider requesting the needed information.          Expenses for attendant care will be verified through:              Written third-party documents provided by the family, such as receipts or cancelled checks.              Third-party verification form signed by the provider, if</p>	<p><b>7-IV.C. DISABILITY ASSISTANCE EXPENSES</b>  <u>Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.</u>  <u>Amount of Expense</u>  <u>Attendant Care</u>  <u>PHA Policy (Revised)</u>  <u>Expenses for attendant care will be verified through:</u>  <u>Written third-party documents provided by the family, such as receipts or cancelled checks.</u>  <u>Third-party verification form signed by the provider, if family-provided documents are not available.</u>  <u>If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.</u></p>

	<p>family-provided documents are not available. If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.</p>	
<p>8-1</p>	<p><b>8-I.A. OVERVIEW</b></p> <p>An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes.</p> <p>The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].</p> <p>PHAs must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.</p> <p>PHAs must include in the ACOP residential minimum heating standards policies [Notice PIH 2018-19]. The policy is included in Part I of this chapter.</p> <p>Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA’s leasing policies.</p>	<p style="text-align: center;"><b>PART I: LEASING</b></p> <p><b>8-I.A. OVERVIEW (Revised)</b></p> <p>An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes.</p> <p>The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the PHA may not renew the lease if the family has violated the community service requirement <b><u>and if the family is determined to be over income for 24 consecutive months [24 CFR 966.4(a)(2)].</u></b></p> <p>PHAs must adopt smoke-free policies, which <b><u>HUD required to be implemented no later than July 30, 2018.</u></b> The policy is attached as Exhibit 8-1.</p> <p>PHAs must include in the ACOP residential minimum heating standards policies [Notice PIH 2018-19]. The policy is included in Part I of this chapter.</p> <p>Part I of this chapter contains regulatory information on leasing, where applicable, as well as the PHA’s leasing policies.</p> <p><b><u>Added: For policies on lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months, see 13-III.C., Over-Income Families.</u></b></p>
<p>9-1</p>	<p style="text-align: center;"><b>REEXAMINATIONS</b> [24 CFR 960.257, 960.259, 966.4]</p> <p><b>INTRODUCTION</b></p> <p>The PHA is required to reexamine each family’s income and composition periodically, and to adjust the family’s rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].</p>	<p style="text-align: center;"><b>REEXAMINATIONS</b> [24 CFR 960.257, 960.259, 966.4]</p> <p><b>INTRODUCTION (Revised) <u>With the exception of non-public housing over income families,</u></b> the PHA is required to reexamine each family’s income and composition periodically, and to adjust the family’s rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].</p>

11-2	<p><b>Definitions</b></p> <p><i>Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]</i></p> <p>An <i>exempt individual</i> is an adult who:</p> <ul style="list-style-type: none"> <li>• Is age 62 years or older</li> <li>• Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions</li> <li>• Is a primary caretaker of such an individual</li> <li>• Is engaged in work activities</li> </ul> <p><u>PHA Policy</u></p> <p>The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.</p> <ul style="list-style-type: none"> <li>• Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program <ul style="list-style-type: none"> <li>– This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.</li> </ul> </li> <li>• Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.</li> </ul>	<p><b>Definitions</b></p> <p><i>Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]</i></p> <p>An <i>exempt individual</i> is an adult who:</p> <ul style="list-style-type: none"> <li>• Is age 62 years or older</li> <li>• Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions</li> <li>• Is a primary caretaker of such an individual</li> <li>• Is engaged in work activities</li> </ul> <p><u>PHA Policy</u></p> <p>The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.</p> <ul style="list-style-type: none"> <li>• Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program <ul style="list-style-type: none"> <li>– This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.</li> </ul> </li> <li>• Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.</li> <li>• <b><u>(added) Is a member of a non-public housing over-income family.</u></b></li> </ul>



<p>11-13</p>	<p><b>11-I.E. NONCOMPLIANCE</b></p> <p><b>Noncompliant Residents</b></p> <p>The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].</p>	<p><b>11-I.E. NONCOMPLIANCE</b></p> <p><b>Noncompliant Residents (Revised)</b></p> <p>(Revised):The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement <b>and families determined to be over-income for 24 consecutive months</b>. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].</p>
<p>11-20</p>	<p><b>Exempt Adult</b> – an adult member of the family who meets any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Is 62 years of age or older</li> <li>• Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability they are unable to comply with the service provisions, or is the primary caretaker of such an individual</li> <li>• Is engaged in <i>work activities</i></li> <li>• Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or</li> </ul> <p>Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program. PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.</p>	<p><b>Exempt Adult</b> – an adult member of the family who meets any of the following criteria:</p> <ul style="list-style-type: none"> <li>• Is 62 years of age or older</li> <li>• Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability they are unable to comply with the service provisions, or is the primary caretaker of such an individual</li> <li>• Is engaged in <i>work activities</i></li> <li>• Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or</li> <li>• Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program</li> <li>• <b>(added)Is a member of a non-public housing over-income family.</b></li> </ul> <p>PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.</p>



<p>13-1</p>	<p style="text-align: center;"><b>LEASE TERMINATIONS</b></p> <p><b>INTRODUCTION</b></p> <p>Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family’s rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family’s tenancy in public housing. Likewise, there are safeguards to protect HUD’s interest in the public housing program. The PHA has the authority to terminate the lease because of the family’s failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA.</p> <p>When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation. This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:</p> <p><u>Part I: Termination by Tenant.</u> This part discusses the PHA requirements for voluntary termination of the lease by the family.</p> <p><u>Part II: Termination by PHA - Mandatory.</u> This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements.</p>	<p style="text-align: center;"><b>LEASE TERMINATIONS</b></p> <p><b>INTRODUCTION</b></p> <p>Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family’s rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family’s tenancy in public housing. Likewise, there are safeguards to protect HUD’s interest in the public housing program. The PHA has the authority to terminate the lease because of the family’s failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the PHA. When determining PHA policy on terminations of the lease, the PHA must consider state and local landlord-tenant laws in the area where the PHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation. This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the PHA. It is presented in four parts:</p> <p><u>Part I: Termination by Tenant.</u> This part discusses the PHA requirements for voluntary termination of the lease by the family.</p> <p><b>(Revised)</b> <u>Part II: Termination by PHA - Mandatory.</u> This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements <b>and families that have been over the income limit for 24 consecutive months.</b></p>
<p>13-19</p>	<p><b>Over-Income Families [24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11]</b></p> <p>The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family’s adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family’s tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the</p>	<p><b><u>(Revised) 13-II.J. OVER INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]</u></b></p> <p><b><u>In the public housing program, an <i>over-income family</i> is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:</u></b></p> <ul style="list-style-type: none"> <li><b><u>Terminate the family’s tenancy within six months of the PHA’s final notification of the end of the 24-month grace period; or</u></b></li> </ul>

unit, including amounts from the operating and capital funds, as determined by regulations.  
 Notice PIH 2019-11 also requires that PHAs publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.  
 PHAs also have discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

- Within 60 days of the PHA's final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds. The PHA must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the continued occupancy policies below.

Over-Income Limit [Notice PIH 2019-11]

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHA Policy

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

<u>Family Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Over-Income Limit</u>	<u>\$26,050</u>	<u>\$29,800</u>	<u>\$33,500</u>	<u>\$37,200</u>	<u>\$40,200</u>	<u>\$43,200</u>	<u>\$46,150</u>	<u>\$49,150</u>

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

Decreases in Income [24 CFR 960.507(c)(4)]

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim

13-19,20

PHA Policy

At annual or interim reexamination, if a family's adjusted income exceeds the applicable over-income limit, the PHA will document the family file and begin tracking the family's over-income status.  
 If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the PHA will notify the family in writing that their income has exceeded the over-income limit for one year, and

that if the family continues to be over-income for 12 consecutive months, the family will be subject to the PHA's over-income policies.

Until such time as the final rule related to alternative rent amounts becomes legally effective, the PHA will not terminate the assistance of over-income families or charge such families an alternative rent. The PHA will continue to offer such families the choice between income-based or flat rent at each annual reexamination. Once alternative rent requirements for over-income families become legally effective, the PHA will charge any family whose income has exceeded the over-income limit for at least two years the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over income provisions as of the effective date of the recertification. The PHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

The PHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.

The PHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

The PHA will rely on the following over-income limits. These numbers will be **updated** within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

Family Size	1	2	3	4	5	6	7	8
Over-Income Limit	\$26,450	\$30,200	\$34,000	\$37,750	\$40,800	\$43,800	\$46,850	\$49,850

For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very -low- income limit by 2.4.

**reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.**

**PHA Policy**

**If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy in Chapter 9.**

**If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.**

**Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]**

**If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.**

**PHA Policy**

**At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 10 business days the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.**

**Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]**

**The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide**

written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the income base rent and/or flat rate for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

PHA Policy

		<p><u>For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will terminate the tenancy of the family no more than six months after the final notification of the family's over-income status.</u></p> <p><u>During the period before termination, the over-income family will continue to be a public housing program participant until their tenancy is terminated. The PHA will continue to charge the family rent in accordance with public housing regulations, will offer the family the choice between income-based and flat rent as required by the regulations, and will prorate rent for mixed families.</u></p> <p><u>The PHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with state and local laws.</u></p>
13-26		<p><u>13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING</u></p> <p><u>This section addresses the protections against termination of tenancy that the Violence against Women Act (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For general VAWA requirements and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.</u></p> <p><u>VAWA Protections against Termination [24 CFR 5.2005(c)]</u></p> <p><u>VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].</u></p> <p><u>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 or threatened victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24 CFR 5.2005(c)(1), FR Notice 8/6/13].</u></p> <ul style="list-style-type: none"> <li><u>(Added): Although the VAWA 2022 statute does not specifically include</u></li> </ul>

		<p><u>human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD’s recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.</u></p> <p><u>PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].</u></p>
14-(23-27)	<p>EXHIBIT 14-1: SAMPLE GRIEVANCE PROCEDURE Definitions applicable to the grievance procedure [24 CFR 966.53]</p> <p>A. <b>Grievance:</b> Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant’s lease or PHA regulations that adversely affects the individual tenant’s rights, duties, welfare, or status.</p> <p>B. <b>Complainant:</b> Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.</p> <p>C. <b>Elements of due process:</b> An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:</p> <ul style="list-style-type: none"> <li>i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction</li> <li>ii. Right of the tenant to be represented by counsel</li> <li>iii. 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 that the tenant may have</li> <li>iv. A decision on the merits of the case</li> </ul>	<p>EXHIBIT 14-1: GRIEVANCE PROCEDURE <u>Definitions applicable to the grievance procedure [24 CFR 966.53] (Revised)</u></p> <p>I. <u>Introduction</u> <u>Public housing tenants have the right to request a grievance hearing for any PHA action or failure to act in accordance with the tenant’s lease.</u> <u>Grievance procedures do not apply in the following circumstances:</u></p> <ul style="list-style-type: none"> <li>A. <u>Disputes between tenants not involving the PHA or class grievances [24 CFR 966.51(b)].</u></li> <li>B. <u>The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA’s Board of Commissioners [24 CFR 966.51(b)].</u></li> <li>C. <u>When the PHA is in a HUD-declared due process state, HUD allows the PHA to exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:</u> <ul style="list-style-type: none"> <li>i. <u>Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;</u></li> </ul> </li> </ul>



D. **Hearing officer:** An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.

E. **Tenant:** The adult person (or persons other than a live-in aide) 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, who resides in the unit and who is the remaining head of the household of the tenant family residing in the dwelling unit.

F. **Resident organization:** An organization of residents, which also may include a resident management corporation.

**G. Applicability of this grievance procedure [24 CFR 966.51]**

In accordance with the applicable federal regulations (24 CFR 966.50), this grievance procedure is applicable to all individual grievances (as defined in Section I above) between the tenant and the PHA with the following exception of disputes between tenants not involving the PHA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)]. Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

**Informal settlement of a grievance [24 CFR 966.54]**

Any grievance must be personally presented, either orally or

- ii. Any violent or drug-related criminal activity on or off such premises; or
- iii. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

**II. Definitions [24 CFR 966.53]**

- A. Grievance: Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. Complainant: Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. Elements of due process: An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
  - ii. Right of the tenant to be represented by counsel
  - iii. 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 that the tenant may have
  - iv. A decision on the merits of the case
- D. Hearing officer: An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. Tenant: The adult person (or persons other than a live-in



in writing (including email), to the PHA's central office or the management office of the development in which the complainant resides **within 10 days after the grievable event.**

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

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

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within 10 business days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.

**Within five business days** following the informal discussion, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and will specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary will also be placed in the

aide) 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, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.

F. Resident organization: An organization of residents, which also may include a resident management corporation.

III. This grievance procedure [24 CFR 966.51] This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)]. Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, explaining the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

IV. Informal settlement of a grievance [24 CFR 966.54] Any grievance request must be personally presented, either orally or in writing (including email), to the PHA's central office or the management office of the development in which the tenant resides within 10 days after the violation. As soon as the grievance request is received, it will be reviewed by the PHA to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance, the PHA will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(l)(3)(i)(C)(v)(B)]. Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal settlement, the tenant will present their grievance. Within five business days following the informal settlement, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify

tenant's file.

**Formal grievance hearing**

If the complainant is not satisfied with the settlement arrived at in the informal settlement, the complainant must submit a written request for a hearing to the management office of the development where the tenant resides **no later than five business days after the summary of the informal hearing is received.**

The written request must specify:  
The reasons for the grievance; and  
The action of relief sought from the PHA

**Within 10 days of receiving the written request for a hearing,** the hearing officer will schedule and sent written notice of hearing to both the complainant and the PHA.

**Selecting the hearing officer**

A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:

The hearing officer will be appointed directly by the executive director.

- A. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the program manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.
- B. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.  
The PHA's method for selecting a hearing officer will be inserted into the lease.

**Scheduling hearings [24 CFR 966.56(a)]**

When a complainant submits a timely request for a grievance hearing, the PHA will immediately appoint an

the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant's file.

**V. Requesting a formal grievance hearing**

If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal settlement.

The written request must specify the reasons for the request and the action or relief sought from the PHA.

**VI. Selecting the hearing officer**

A grievance hearing will be conducted by an impartial person appointed by the PHA as described below:

- J. The hearing officer will be appointed directly by the executive director.
- K. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 066.54(e)].
- L. The PHA's method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].

**VII. Scheduling hearings [24 CFR 966.56(a)]**

When a tenant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer. Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, PHA, and hearing officer will be

impartial hearing office to schedule the hearing within the following 10 business days.

Once the hearing officer has scheduled the hearing, the hearing officer will send written notice of the hearing to both the complainant and the PHA. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested.

The written notice will specify the time, place, and procedures governing the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

**Procedures governing the hearing [24 CFR 966.56]**

The hearing will be held before a hearing officer as described above in Section V. The complainant will be afforded a fair hearing, which will include:

The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

The tenant is allowed to copy any such document at no cost to the tenant. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.

The right to a private hearing unless the complainant requests a public hearing.

The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.

A decision based solely and exclusively upon the fact

notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.

**III. Procedures governing the hearing [24 CFR 966.56]**

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

A. The opportunity to examine any PHA documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy PHA documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If the PHA does not make the document available for examination upon request by the tenant, the PHA may not rely on such document at the grievance hearing.

B. The right to be represented by counsel or any other person chosen as the tenant's representative, at the tenant's expense, and to have such person make statements on the tenant's behalf.

C. The right to a private hearing unless the tenant requests a public hearing.

D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.

presented at the hearing [24 CFR 966.56(b)].  
The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

The complainant or the PHA may arrange in advance for a transcript of the hearing at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript [24 CFR 966.56(e)]. The PHA must provide reasonable accommodation for persons with disabilities to participated in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency as specified in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons," issued January 22, 2007, and available at:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq).

### **Remote Hearings**

The PHA has the authority to require that hearings be conducted remotely in certain situations.

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

If the complainant or PHA fails to appear at the hearing, the hearing officer may make a determination to postpone the hearing or make a determination that the complainant has waived their right to a hearing.

Both the complainant and the PHA must be notified of the

E. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, 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. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or the PHA may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq)

### **IX. Remote Hearings**

The PHA has the authority to require that hearings be conducted remotely in certain situations.

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

If the tenant does not arrive within 15 minutes of the scheduled time, it will be considered a failure to appear, which means they have

determination by the hearing officer. A determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

**Decision of the hearing officer [24 CFR 966.57]**

The hearing officer will prepare a written decision together with the reasons for the decision after the hearing. A copy of the decision will be sent to the complainant and the PHA. The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented. The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:

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

The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA. When the PHA considers the decision of the hearing officer to be invalid due to either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer or Board of

given up their right to a hearing.

Both the tenant and the PHA must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

**XI.**

Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the tenant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented. The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

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

B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the tenant within 10 business days of



	<p>Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of nor affect in any way the rights of the complainant to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].</p>	<p><u>this decision.</u>  <u>A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant’s right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].</u></p>
<p>16-7</p>	<p><b>16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2017-23]</b>  <b>Establishing Flat Rents</b>  The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.  For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.  The 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.  In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:</p> <ul style="list-style-type: none"> <li>- Location</li> <li>- Quality</li> <li>- Unit size</li> <li>- Unit type</li> <li>- Age of the unit</li> <li>- Amenities at the property and in immediate neighborhood</li> <li>- Housing services provided</li> <li>- Maintenance provided by the PHA</li> <li>- Utilities provided by the PHA and/or landlord for (comparable units in the market study)</li> </ul> <p>The PHA must provide a corresponding key explaining the calculations used</p>	<p><b>16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH <u>2022-33</u>]</b>  <b>Establishing Flat Rents</b>  The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR(SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.  For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.  The 2015 Appropriations Act permits PHAs to <u>apply for</u> an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate, <u>through the submission of a market analysis</u>, that these FMRs do not reflect the market value of a particular property or unit <u>and HUD agrees with the PHA’s analysis. The market analysis must be submitted using form HUD-5880, “Flat Rent Market Analysis Summary.”</u>  PHAs must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH <u>2022-33</u>.  PHAs are now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit’s utility allowance, if any.</p>

	<p>for determining the valuation for each factor. HUD published a Flat Rent Market Analysis tool on August 22, 2018, which includes a rent adjustment guide, a market rent comparison guide, and a rent adjustment worksheet to aide PHAs in requesting exception flat rents.</p> <p>PHAs must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged.</p> <p>Detailed information on how to request exception flat rents can be found in Notice PIH 2022-33.</p> <p>PHAs are now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit’s utility allowance, if any.</p>	
<p>16-23,24</p>	<p style="text-align: center;"><b>PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY</b></p> <p><b>16-VII.A. OVERVIEW</b></p> <p>The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.</p> <p>In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located in Chapter 3, “Eligibility” (sections 3-I.C and 3-III.F); Chapter 5, “Occupancy Standards and Unit Offers” (section 5-II.D); Chapter 8, “Leasing and Inspections” (section 8-I.B); Chapter 12, “Transfer Policy” (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, “Lease Terminations” (sections 13-III.F and 13-IV.D).</p>	<p style="text-align: center;"><b>PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY (Revised)</b></p> <p><b>16-VII.A. OVERVIEW</b></p> <p>The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA. <b>Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD’s recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.</b></p> <p>In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located in Chapter 3, “Eligibility” (sections 3-I.C and 3-III.F); Chapter 5, “Occupancy Standards and Unit Offers” (section 5-II.D); Chapter 8, “Leasing and Inspections” (section 8-I.B); Chapter 12, “Transfer Policy” (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, “Lease Terminations” (sections 13-III.F and 13-IV.D).</p>



**16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]**

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, 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 the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- 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 *domestic violence* includes felony or misdemeanor crimes ~~of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.~~
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent

**16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]**

**(Revised)**

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, 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 the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- 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 *domestic violence* includes felony or misdemeanor crimes **committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:**
  - **The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim**
  - **A person who is cohabitating or has cohabitated with the victim as**

- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

a spouse or intimate partner

- A person with whom the victim shares a child in common
- A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

- The term *economic abuse* means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

- The term *sexual assault* means:

- Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent

- The term *stalking* means:

- To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers

		<ul style="list-style-type: none"><li>- <u>Mobile devices</u></li><li>- <u>Cameras and imaging programs</u></li><li>- <u>Apps</u></li><li>- <u>Location tracking devices</u></li><li>- <u>Communication technologies</u></li><li>- <u>Any other emergency technologies</u></li></ul>