

Chapter 18 – Policies for Rental Assistance Demonstration Properties

Introduction

This chapter describes the CHA policies related to [Component 1](#) of the Rental Assistance Demonstration Project Based Voucher (RAD PBV) program.

Part I: General Requirements

18-I.A Overview

The CHA will operate select properties and units under the Component 1 of the RAD PBV, a program developed by the Department of Housing and Urban Development (HUD) that seeks to preserve and protect public and affordable housing. Under RAD PBV, properties are funded through a long-term Housing Assistance Payment (HAP) contract under Section 8 of the U.S. Housing Act of 1937.

CHA's RAD properties will operate as project-based vouchers (PBV) that will be subject to HUD's regulations governing the program and by CHA's policies outlined herein.

18-I.B. RAD Property-based Vouchers Vs. Traditional Project-based Voucher Assistance

Except as otherwise noted in this chapter, the CHA policies for the traditional PBV program (as outlined in [Chapter 17- Property Rental Assistance Program](#)) also apply to the RAD PBV program and its participants. All policies put forth in previous chapters of this HCV Administrative Plan apply similarly to CHA's RAD PBV program unless otherwise stated in this chapter. This chapter shall take precedent over any conflicting policies within this Administrative Plan as it relates to the RAD PBV program.

Part II: Contract and Administrative Terms

18-II.A. Overview

This section describes the CHA's terms and policies for establishing RAD HAP agreements with HUD and rights to adjust assistance levels as needed.

18-II.B. HAP Contract Terms and Property Ownership

1. HAP Contracting

- a. Properties and units approved for RAD conversion are authorized through a HAP contract between the CHA and/or a CHA-affiliate and HUD.
- b. Properties that were previously funded by public housing operating and capital funding will be funded by HAP payments based on prevailing contract rent (for rent determinations see [Part IV- Rent and Income Provisions](#)).

2. Term of HAP Contract

- a. Initial HAP contract is 20 years.
- b. The 20-year contract term will be carried over into subsequent HAP contract renewals.
- c. Upon initial contract expiration, the HAP contract will be renewed with the same terms and conditions applicable at the initial contracting.

3. Ownership Controls

- a. The CHA will maintain operational control of RAD PBV properties, as mandated by HUD regulations, through direct ownership by holding legal title to the property or through direct or indirect legal authority to order the financial, legal, or other interests of the RAD PBV property.
- b. Legal authority may be established via contract, partnership share or agreement of an equity partnership, voting rights, majority share of general partner interests in a limited partnership, or otherwise.

4. RAD Use Agreement

- i. The RAD Use Agreement is a document specifying the affordability and use restrictions on the covered project.
- ii. The agreement is superior to other liens on the property and runs concurrent with the initial HAP contract term (20 years).

18-II.C. Voucher Limitations

1. Generally, RAD PBV Vouchers can account for up to 100 percent of total units within a given property.
2. RAD PBVs awarded to the CHA will not reduce the voucher capacity. Awarded vouchers would be assigned as new vouchers to CHA outside of its current HCV allocation.

18-II.D. Transfers of Assistance and Temporary Assistance

1. Transfers of Assistance

- a. The CHA reserves the right to transfer the HAP contract, RAD Use Agreement, and all or part of rental assistance provided under RAD to another property at initial conversion or after 10 years from the effective date of the initial HAP contract.
- b. Transfers of assistance must be approved by HUD and may be granted if the property is economically non-viable, physically obsolete, severely distressed, or uninhabitable due to unforeseen circumstances such as natural disasters, or the transfer is in the best interest of the property's residents.
- c. Any transfer of assistance at the time of initial conversion will be included as a significant amendment to the CHA's MTW Annual Plan.

2. RAD Rehab Assistance

- a. Unoccupied properties that undergo rehabilitation may be eligible for RAD rehab assistance from HUD during the construction period. Payments are limited to the amount of operating fund subsidy received for the property prior to the RAD conversion. Upon construction completion, rehab assistance will be terminated and units under the HAP contract will only be eligible for payment for occupied units or for vacancy payments, as applicable.

Part III: Applicant and Wait List Provisions

18-III.A. Overview

This part establishes how an applicant will be screened and how an applicant can be admitted into available units under the RAD PBV program.

18-III.B. Qualifying for Admission Eligibility

The CHA will **only** admit applicants who are qualified¹ according to the following criteria:

1. Are a family, as defined in the Glossary of this policy, with the head of household age 18 or older, or who

¹ The term "qualified" refers to applicants who are eligible and able to meet the applicant selection criteria. This term is taken from the Section 504 regulations. "Qualified Individual with Handicaps" **24 CFR § 8.3**

is an emancipated minor;

2. Meet HUD requirements on citizenship or eligible immigration status; **24 CFR § 5.506**.
3. Are low-income with an annual gross income that does not exceed 80% of area median income (AMI) or the income limits established by HUD by family size;
4. Provide documentation of Social Security numbers (SSN) for all family members or sign a certification under penalties of perjury for each family member that does not have a SSN; and **24 CFR § 5.216**
 - a. Eligible applicants may become residents even if they lack the SSN documentation for children under the age of 6, but must verify the SSN within 90 days.
 - b. An additional 90 day grace period will be extended, if merited due to unforeseen or uncontrollable circumstances.
5. Meet the admissions screening criteria in Part III of this policy.

18-III.C. Processing Applications for Admission

1. The CHA will accept and process applications in accordance with applicable HUD regulations, when the applicant is eligible to apply. For the purpose of placing applicants on the wait list, the CHA will assume that the facts, as self-certified to by the applicant in his/her application, are correct. All facts provided on the application will be verified later when screening applicants for suitability.
2. As units become available, applicants at the top of each selected site based wait list whose family composition and accessibility requirements match the features² of the available units will be required to attend an interview to complete their applicant file, confirm eligibility and be screened to determine suitability. Applicants who fail to attend their scheduled interview or who do not respond to the outreach to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.
3. Every application file for admission to a RAD PBV property shall include: the applicant's name, SSN, date of application, application number, applicant's race and ethnicity (if disclosed), amount and source of income, family compositions so that a unit bedroom size can be assigned, eligibility determination, the date, location, identification, and circumstances of each vacancy that was offered but refused, accessibility requirements, if any and admissions preference, if any.
4. The following information will be verified to determine qualification for admission to RAD PBV housing:
 - a. Family composition and type (e.g. elderly, non-elderly, etc.);
 - b. Annual income;
 - c. Assets and asset income;
 - d. Deductions from income;
 - e. Social Security numbers of all family members³;
 - f. Citizenship or eligible immigration status of all family members;
 - g. Compliance with the CHA Work Requirement Criteria;
 - h. Admissions Preferences;
 - i. Compliance with admissions screening criteria;

² For example, bedroom size or accessibility features of the unit.

³ If a member of the applicant's family does not have eligible immigration status, the member will not need to provide a Social Security number but will be required to sign a certification for every family member who does not have a Social Security number and the resident's rent will be prorated accordingly.

- j. Criminal background; and
 - k. History of payment of rent and utilities.
5. Third-party verification is required for the information listed above. Any other form of verification requires notation in the file explaining its use.
 6. Emergency applicants, who are victims of federally declared disasters, will be processed on an as needed basis before applicants from the wait list.

18-III.D. Establishing and Maintaining the Wait list

1. The CHA will administer wait lists as required by HUD regulations.
2. Applications will be accepted for the purpose of adding applicants to a wait list only when a wait list is open.
 - a. A wait list may remain open for an indefinite period of time if the number of applicants on the wait list does not exceed the number of applicants needed to fill anticipated vacancies.
 - b. A wait list may be opened for a defined period of time if the number of persons projected to apply within this period exceeds the number of applicants needed to fill anticipated vacancies.
 - c. No person has a right of entitlement to be listed on a wait list, or to any particular position on the wait list.
3. Applicant names will be removed from a wait list if the applicant fails to respond to attempts made by the CHA or property manager to contact or communicate with them or at the applicant's request.
4. The CHA will periodically update each wait list by contacting all applicants in writing⁴. All applicants are responsible for maintaining the accuracy of the personal information provided on his/her application (i.e. applicant must communicate changes to address, telephone number, family composition, or income). Applicants that fail to update their information during the waitlist update will be removed from the waitlist and are not entitled to a mitigation hearing. CHA will consider failure to respond to updates based on reasonable accommodation requests.

18-III.E. The Preference System for Admissions

CHA will follow the policies outlined below in selecting applicants unless otherwise directed by court orders or consent decrees.

1. Preferences establish the order of applicants on the wait list. An admissions preference does not guarantee admission. Every applicant must still meet CHA admissions screening criteria before the CHA will offer a unit.
2. Preferences will be granted to applicants on the wait list who are otherwise qualified and who, at the time of applicant screening, are verified to meet the definitions of the preferences described in this section. The CHA may limit the number of applicants that qualify for any local preference.
3. If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant will be placed back on the wait list with no preference by the original date of application and the applicant will receive a written notice of this determination. The notice will contain a brief statement of the reasons for the determination and information about how to request a review of the decision with a designee of the CHA. Denial of a preference does not prevent the applicant from exercising any legal rights if he/she believes discrimination contributed to the CHA's decision to deny the preference.
4. It is the applicant's responsibility to notify the CHA of any change in his/her preference status. If an applicant's preference status changes while on the wait list, the applicant's position on the wait list will be adjusted to reflect the change. The applicant will retain their original date of application when a change is made.
5. Local Preferences Based on Income Targeting

There is one local preference in effect based on ranges of income as required by federal law. Applicants

⁴ Or alternative format requested by qualified applicant with a disability.

will be grouped as follows:

- a. **Tier I:** Families with incomes between 0 percent and 30 percent of AMI. This group must constitute at least 50 percent of all admissions in any year.⁵
- b. **Tier II:** Families with incomes between 31 percent and 80 percent of AMI. The target for this group is no more than 50 percent of all admissions in any year.

The CHA will use the above income targeting preferences to achieve a balance of low-income to extremely low-income families to whom it leases.

6. Ranking Preferences for the Community-wide (Family) and Site-Based Family Property Wait list

Ranking preferences are used to sort among applicants in the same manner as local preferences. The CHA has established five hierarchic ranking preferences for the Site Based Family Wait list. The preferences are listed, in order, below:

- a. **First,** Emergency Applicants who are Victims of Federally Declared Disasters;
- b. **Second,** Domestic Violence Victims;
- c. **Third,** Veterans, Active or Inactive Military Personnel and Immediate Family Members of both;
- d. **Fourth,** Homeless, as defined by HUD under the HEARTH Act definition Number I, with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233); and
- e. **Fifth,** Family Preservation.

Families that do not qualify for ranking preferences will be categorized as "no-preference" families.

7. Property Site Preferences for Site-Based Family Property Waitlist

An applicant may select only one CHA property or property group within the city on his/her application for housing. Applicants may update their CHA property preference but will not be permitted to do so while being screened for a housing opportunity by property management. Applicants must select a preference in order to confirm position on their particular waitlist.

- a. By selecting one of these property or property group preferences, the applicant may be offered a unit at any corresponding Rental Assistance Demonstration unit that is covered by his/her stated preference. This preference does not guarantee admission and every applicant must meet CHA admissions screening criteria.
- b. Refusal of a unit offer within the applicant's stated property or property group preference without good cause will result in the applicant's name being removed from the waitlist.
- c. Refusal of a unit offer within the applicant's stated property or property group preference with good cause will result in the applicant being returned to the waitlist.
- d. CHA may consider extenuating circumstances on a case by case basis after one good cause for refusal has been provided.

8. Definition of Ranking Preferences applicable to Site-Based Family Property Wait list

- a. Emergency Applicants who are Victims of Federally Declared Disasters: Families or individuals who are displaced from their place of permanent residence due to a federally declared disaster and apply for

⁵ The CHA has opted to select a higher percentage of extremely low-income families than that required by the federal regulations.

CHA housing.

The CHA will make unit offers to verified victims of federally declared disasters, in accordance with the extent and type of housing resources available at the time of the need. New emergency applicants who are victims of federally declared disasters must qualify for admission to CHA housing as listed in Part III.

The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the Victims of Federally Declared Disasters preference list.

If the applicant is called for screening and the verification information is older than 12 months, then the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the Victims of Federally Declared Disasters preference.

1. First priority: Individuals and families who were public housing residents or Housing Choice Voucher (HCV) participants and are victims of a federally declared disaster may receive a unit offer.
2. Second priority: Individuals and families who were not Public Housing Program participants and are victims of a federally declared disaster may receive a unit offer.

If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name, SSN, and all signed release and consent forms of the head of household and all family members 18 years of age or older. The CHA will verify the family's current eligibility by using HUD's Enterprise Income Verification (EIV) system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and through a criminal/credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the RAD PBV program, participation in the HCV Program or establishes eligibility. CHA will inform all emergency applicants how to obtain a free copy of their credit check. CHA will provide a copy of the criminal background check to any emergency applicant who has been denied eligibility due to criminal activity.

- b. Domestic Violence Victims: Applicants who can provide documentation that they have been displaced by domestic violence, sexual violence, dating violence, or stalking or need to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking. The terms domestic violence, sexual violence, dating violence, and stalking are explained in detail in the Glossary.
 1. Once the preference is requested, the CHA will place the applicant on the domestic violence preference wait list based on time of request and appropriate bedroom size.
 2. The applicant must supply written documentation that he/she has been displaced or needs to move from their present housing because of domestic violence, sexual violence, dating violence, or stalking.
 3. The applicant must supply the documentation within 14 business days of making a request for the preference.
 4. Failure to provide this information will result in the applicant being returned to the family wait list without the domestic violence preference.
- c. Veterans, Active or Inactive Military Personnel and Immediate Family Members of Both: An eligible applicant who can document that he/she is a veteran, or is the immediate family member⁶ of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while

⁶ An Immediate family member is defined as a parent, legally protected relationship or child of the veteran or active/inactive personnel.

he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

1. The applicant must supply the documentation at the time of the screening. Failure to provide the documentation within 10 days will result in removal of the veteran's preference.
2. If the applicant is called for screening and the verification information is older than 12 months, the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the family wait list without the preference.

d. Homeless: Applicants must meet the following definition in HUD's HEARTH Act, with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System, individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.

e Family Preservation: Applicants who can document that their child(ren) are at risk of placement outside the household by a recognized agency, such as the Illinois Department of Children and Family Services (DCFS), or by a court because of inadequate shelter or environmental neglect, or whose child(ren) cannot be returned to the home until the family can provide for the child(ren)'s subsistence needs.

8. Ranking Preferences for Senior Designated Housing Property Site-based Wait Lists

- a. RAD PBV properties that are designated as senior properties will utilize the Senior Designated Housing Property Site-based wait lists to fill vacant, leasable units.
- b. The CHA has implemented the 2015 Senior Designated Housing Plan (SDHP). Under the current SDHP, all senior buildings are classified as either Traditional Senior Buildings or Reduced Age Senior Buildings. A building is classified a Reduced Age Senior Building on a quarterly basis, if the building has had an occupancy level that has fallen below 90 percent for six consecutive months. A building will return to a Traditional Senior Building if the building maintains a 98 percent occupancy level for one year.
- c. Traditional Senior Buildings

At Traditional Senior Buildings applicants must be 60 years old or older to apply and 62 years old or older to be eligible for a unit offer. Ranking preferences are used to sort among applicants within the local preference income tiers. The CHA has established a ranking preference for the Traditional Senior Buildings site-based wait list, which will raise an age eligible applicant to the top of the wait list by date of application.

The **highest priority** ranking preference will be available to Emergency Applicants who are Victims of Federally Declared Disasters.

The following preference categories listed below offer a **second ranking priority** on the waitlist and have the same weight:

- i. Domestic Violence Victims;
- ii. Elder Abuse Victims; or
- iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.
- iv. Homeless, as defined by HUD under the HEARTH Act Definition Number I, with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233).

d. Reduced Age Senior Buildings

At Reduced Age Senior Buildings applicants must be 55 years old or older to apply and 55 years old or older to be eligible for a unit offer. Ranking preferences are used to sort among applicants within the local

preference income tiers. The CHA has established three hierarchic ranking preferences for the Reduced Age Senior Buildings site-based wait list based on age eligibility in an effort to preserve the senior designation of the buildings. The hierarchal ranking preferences are listed, in order, below:

- i. **First** to applicants who are 62 and older
- ii. **Second** to applicants who are 60-61 years old
- iii. **Third** to applicants who are 55-59 years old

In addition to the age eligibility ranking, applicants may request a ranking preference. The **highest priority** ranking preference will be available to Emergency Applicants who are victims of Federally Declared Disasters.

The following preference categories listed below offer a **second ranking priority** on the waitlist and have the same weight:

- i. Domestic Violence Victims;
- ii. Elder Abuse Victims; or
- iii. Veterans, Active or Inactive Military Personnel and Immediate Family Members of both.
- iv. Homeless, as defined by HUD under the HEARTH Act definition Number I, with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System. (see Federal Register/Vol 76, No 233).

Any age eligible applicant that is an Emergency Applicant of a Federally Declared Disaster, and/or has a Domestic Violence, Elder Abuse Victim or Veteran, or Homeless ranking preference will be prioritized on the wait list by date of application.

f. Senior Buildings With Accessibility Units

Additionally, all senior site-based wait lists accept applications from heads of households who are 55 years old and older who require units with accessible features. These individuals will be given a preference for an accessible unit for the senior site-based wait list in the CHA's housing management system. Applicants who are age 55 -59 and do not require a unit with accessible features will be denied from being placed on the senior site-based wait list. In an effort to preserve the senior designation of the buildings, the CHA follows the hierarchal ranking preferences as listed, in order, below:

- i. **First** to applicants who are 62 and older
- ii. **Second** to applicants who are 60-61 years old
- iii. **Third** to applicants who are 55-59 years old

9. Definition of Ranking Preferences applicable to Senior Designated Housing Property Site-based Wait Lists⁷

- a. Emergency Applicants who are Victims of Federally Declared Disasters: Families or individuals where the head of household are age eligible seniors who are displaced from their place of permanent residence due to a federally declared disaster and apply for CHA senior housing.

The CHA will make unit offers to verified victims of federally declared disasters, in accordance with the extent and type of housing resources available at the time of the need. New emergency senior applicants who are victims of federally declared disasters must qualify for admission to CHA housing as listed in III.B.

⁷ Buildings or portions of buildings designated through adherence to HUD requirements.

The applicant must supply the documentation within 10 business days of making a request for the preference. Otherwise, the applicant will be removed from the Victims of Federally Declared Disasters preference list.

If the applicant is called for screening and the verification information is older than 12 months, then the applicant will need to provide updated information to receive this preference. Failure to provide this information will result in the applicant being returned to the senior wait list without the Victims of Federally Declared Disasters preference.

1. First priority: Individuals and families with eligible senior head of household who were public housing residents, RAD PBV, or Housing Choice Voucher (HCV) participants and are victims of a federally declared disaster may receive a unit offer.
2. Second priority: Individuals and families with age eligible senior head of household who were not public housing residents, RAD PBV, or HCV participants and are victims of a federally declared disaster may receive a unit offer.

If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name, SSN, and all signed release and consent forms of the age eligible senior head of household and the other family member 18 years of age or older. The CHA will verify the family's current eligibility by using HUD's Enterprise Income Verification (EIV) system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and through a criminal/credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, the RAD PBV program, or the HCV Program to establish eligibility. CHA will inform all emergency applicants how to obtain a free copy of their credit check.

CHA will provide a copy of the criminal background check to any emergency applicant who has been denied eligibility due to criminal activity.

- b. Domestic Violence Victims: Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in [Section III.E.8.b The Preference System for Admissions](#).
- c. Elder Abuse Victims: Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources. Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.
- d. Veterans, Active and Inactive Military Personnel and Immediate Family Members of both: An eligible applicant who can document that he/she is a veteran, or is the immediate family member⁸ of a veteran (living or deceased), or is active/inactive personnel of the United States Armed Forces. Immediate family member documentation for preference must show financial support from the veteran while he/she was alive or the immediate family member is presently receiving benefits or financial support from active/inactive personnel.

⁸ An immediate family member is defined as a parent, legally protected relationship or child of the veteran or active/inactive personnel

- e. Homeless: Applicants must meet the following definition in [HUD's HEARTH Act](#); with documentation through the City of Chicago or Chicago's Continuum of Care-Coordinated Entry System, individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided.
- f. The CHA will not lower the age for the head of household below 55 at any senior designated housing property.
- g. Elderly families who do not qualify for this ranking preference will be categorized as no-preference families.

10. Accessible Units: Qualified applicants on the wait list that require an accessible unit will be offered an available vacant accessible unit before it is offered to an applicant who does not need the features of the unit. See [Section III.R.S- Accessible Units](#) for the order in which accessible unit offers are made.

18-III.F. Screening Applicants for Suitability

The CHA will determine an applicant's suitability for tenancy for the type of unit being offered at the time of screening. All applicants will be screened in accordance with HUD regulations and established management practices. Screening will include a criminal background, credit, and residential history check. The CHA will review an applicant's criminal background from as far back as reasonably necessary for certain crimes.

1. During screening, the CHA requires applicants to demonstrate their ability to comply with the essential obligations of tenancy and the provisions of the lease, which include:
 - a. To pay rent, utilities, and other charges as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in their intended way;
 - d. To create neither health nor safety hazards;
 - e. To report damages and maintenance needs;
 - f. To not interfere with the rights and peaceful enjoyment of others;
 - g. To avoid damaging the property of others;
 - h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff, or people in the immediate vicinity;
 - i. To not engage in drug-related criminal activity; and
 - j. To comply with the program requirements of HUD and the CHA.
2. The CHA will determine each applicant family's ability to comply with the essential obligations of tenancy and the provisions of the lease.
3. A qualified applicant with a disability may comply with the essential obligations of tenancy if he/she can demonstrate that assistance with caring for the unit, if needed, has been secured. The CHA will grant a reasonable accommodation to the applicant as outlined in Section I.B; **24 CFR § 8.20**.
4. An applicant who qualifies as a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking may provide incomplete rental and employment histories, otherwise required as a condition of admission or assistance, when disclosure of such rental and employment history is directly related to the

situation of domestic violence, sexual violence, dating violence, sexual assault or stalking or would jeopardize the safety of the applicant or the applicant's family members.

5. All applicants and household members age 18 and over (including live-in aides) will be subject to a criminal/credit background check. The CHA will provide information to all applicants regarding how to obtain a free copy of their credit report. If housing is denied based on the criminal background information, the CHA will provide a copy of the criminal background information used.
6. The CHA will conduct a credit check on the applicant head and co-head of household to determine whether the applicant has a history of non-payment of rent or utilities.
7. The CHA will perform a credit check on the applicant head, co-head, and all members of the applicant household age 18 years or older to verify income information, to determine if the person owes funds to any housing authority for any program, to confirm last place of residency and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided. CHA will also perform a credit check on live-in aides for verification of everything listed above except for income information.
8. All adult applicant household members' past two years of residential history, including any lease violations, will be reviewed and verified.
9. All household members, age 18 and over, must sign all consent forms that authorize the CHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance, including the HUD Form 9886 and the CHA Authorization and Consent Release Form. This includes obtaining arrest, conviction and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886 and the CHA Authorization and Consent Release Form, will result in the applicant's rejection.

The request for a person's fingerprints will be limited to those situations where there is conflicting information regarding the person's criminal history or when the law enforcement records center requires the fingerprints for positive identification (e.g. multiple individuals with the same name). Failure to meet the requirements of the background check will result in the rejection of the applicant.

10. Administrative costs incurred to complete the applicant screening process will be paid for by the CHA or property managers.

18-III.G. Admissions Screening Criteria

In addition to the eligibility criteria listed in [Section Part III:B- Qualifying for Admission Eligibility](#), the CHA will use the following screening criteria in this section to determine if an applicant will be accepted or rejected for housing. If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, the CHA will obtain the name and SSN of the head of household. The CHA will verify the families' current eligibility by using HUD's EIV system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and a criminal/credit check, the CHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the RAD PBV program, participation in the HCV Programs, or establishes eligibility.

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered.
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents may be denied.
3. Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant.

4. Applicants who have been evicted from the CHA or any other subsidized housing program within the last three years from the date of the eviction for nonpayment of rent will have his/her application denied.
5. Applicants who owe funds to the CHA or any other housing authority for any program that the CHA or another housing authority operates will be denied.
6. Applicants who owe funds or judgment debts to an utility company or who cannot obtain utility connections for the specific utility required at a property will be denied.
7. An applicant family who does not meet the age eligibility requirements for senior designated housing stated in Part III.E.9, will not be offered a unit in a senior designated building.
8. Applicants must provide documentation that family members who will reside in the household between the ages of 6 and 17 are enrolled in and will attend school regularly. If regular attendance cannot be verified, the applicant must prove that the child(ren) is enrolled in school and demonstrate an improved attendance record. If a member in the applicant household age 17 is not enrolled in school, the applicant must supply documentation that the child is employed for a minimum of 20 hours per week or otherwise in compliance with the CHA Work Requirement.
9. Applicants must provide documentation that children age 13 and under will be adequately supervised when an adult is not present in the unit. (e.g. attending an after-school program while adult family members are at work).
10. Applicants, co-applicants, and all members of the applicant's household age 18 to 54 are subject to the CHA Work Requirement as outlined in [Part V.P. -CHA Work Requirement Policy](#) Note: Applicants are not eligible for safe-harbor status. Applicants must either be compliant with the CHA Work Requirement or exempt as outlined in [Part V.:P- CHA Work Requirement Policy](#).
11. If an applicant is contacted for screening at a property corresponding to his/her site-based waitlist selection, and he/she is currently not meeting the work requirement, he or she will be removed from that site-based waitlist. If a member in the applicant household age 17 is not enrolled in school, the applicant must supply documentation that the child is employed for a minimum of 20 hours per week or otherwise in compliance with the CHA Work Requirement.
12. The CHA is required to deny any applicant, for three years from the date of eviction, if any household member has been evicted from any federally-assisted housing for drug-related criminal activity. However, the CHA may admit the household if the CHA determines that:
 - a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the CHA;
 - b. The circumstances leading to the eviction no longer exist (e.g. the household member involved in the drug-related criminal activity is imprisoned); or
 - c. The applicant household will not include the household member involved in the drug-related criminal activity.
13. The CHA is required to deny the application of a household if the CHA determines that:
 - a. Any household member is currently engaging in illegal use of a drug.
 - b. There is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - c. Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally-assisted housing;
 - d. Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program, including the ten-year Illinois State Sex Offender Registration Act; or
 - e. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;⁹

⁹ The CHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of other residents.

14. Arrest records alone shall not be the sole reason for denying admission to housing. An arrest does not constitute evidence of criminal activity to warrant denial of admission. An arrest, however, may prompt inquiry into the conduct of an individual that upon further review and with sufficient evidence may determine an individual's lack of suitability for tenancy.
15. In addition to the federally-required rejections for criminal activity, the CHA will deny applicants if the CHA can document via police arrest and/or conviction documentation that:
 - a. An applicant or household member has ever been convicted of arson or child molestation;
 - b. An applicant or household member has ever been convicted of a crime that requires them to be registered under a state sex offender registration program including the ten-year [Illinois State Sex Offender Registration Act \[730 ILCS 150\]](#).
 - c. An applicant or household member has ever been convicted of the manufacture or production of methamphetamine on any premises.
 - d. An applicant or household member has a criminal history in the past three years that involves crimes of violence to persons or property as documented by police arrest and/or conviction documentation; Crimes of violence to persons or property include, but are not limited to, homicide or murder; destruction of property or vandalism; burglary; armed robbery; theft; trafficking, manufacture, use, or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence, dating violence, or stalking; weapons offenses; criminal sexual assault; home invasion; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives;
 - e. Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three years from the date of eviction.
 - f. Any applicant or household member has been paroled or released from a facility within the last three years for violence to persons or property.
 - g. Any applicant or household member has a pattern of criminal history that involves crimes of violence to person or property or drug-related criminal activity as documented by police arrests and/or conviction documentation.
 - h. Any applicant who engages in criminal activity of displaying, controlling, possessing, or using a firearm in a manner prohibited by law, within the last three years shall be not admitted. The CHA will deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.
 - i. If an applicant based upon information during screening has any pending criminal matter, the applicant's name will be deferred from the wait list until documentation is presented showing the outcome of the case. Once the applicant receives and notifies the CHA of the results of the case, she/he will be placed back on the waitlist for the opportunity to screen for a unit.
16. Arrest records alone shall not be the sole reason for denying admission to housing. An arrest does not constitute evidence of criminal activity to warrant denial of admission. An arrest, however, may prompt inquiry into the conduct of an individual that upon further review and with sufficient evidence may determine an individual's lack of suitability for tenancy.
17. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
18. Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease,

either alone or with assistance.¹⁰ Availability of assistance is subject to verification by the CHA.

18-III.H. Screening Applicants with Mitigating Circumstances

1. If information received through screening negatively impacts an applicant's qualification for admission, the CHA shall consider the time, nature, and extent of the applicant's conduct and any factors that might indicate a reasonable probability of favorable future conduct. Mitigating circumstances must be verifiable to be considered.
 - a. The CHA will consider whether individuals who have engaged in behavior that negatively impacts their qualification for admission can document that they have been rehabilitated.
 - i. If the modified consideration is based on the work requirement, the applicant must submit documentation to show if there are any established hours the applicant can work. The amount of hours the applicant is able to work shall be determined by a verified agency and this amount of hours will be the applicant's established work hours for admission. Once housed, continued lease compliance requires re-examination every 180 calendar days, including information about any steps that have been taken to meet the full work requirements established for the property.
 - b. Applicants are encouraged to inform the CHA of any history of domestic violence, sexual violence, dating violence, or stalking if the applicant believes it may affect his/her screening.
 - i. An applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking will have a reasonable opportunity to present information regarding his/her status as a victim and the causal relationship between the violence and how it has impacted his/her ability to meet other eligibility criteria such as an acceptable credit and rental payment history, landlord references, eviction history, employment history, or criminal history.

18-III.I. Determination of Qualification for Admission

1. Upon verification of applicant information, a final determination of qualification for admission is made.
2. Qualified families will be notified by the CHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by the CHA is an estimate and does not guarantee that applicants will be housed by that date.
3. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and information on the mitigating hearing procedure if the applicant wants to request a hearing. At the mitigating hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by the CHA to make the decision. Mitigating hearings can be conducted in person, by telephone or by document submittal based on the circumstances and discretion of the CHA. Mitigating hearings for applicants are different from the information hearings of the resident grievance process. Applicants are not entitled to use the resident grievance process contained in the **CHA Grievance Procedure for the RAD PBV Program**.
4. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Applicants with disabilities are encouraged to present additional information at the initial interview; however, he/she may request an additional meeting to present such information.
5. Applicants who are victims of domestic violence, sexual violence, dating violence, sexual assault or stalking

¹⁰ Applicants whose landlord, financial, criminal, and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants with disabilities who demonstrate that an agency or individual will assist them with complying with the essential obligations of tenancy will be considered to have met this criterion. Applicants whose housing situations make it difficult for the CHA to determine whether or not they are able and willing to comply with lease terms (e.g. they are homeless, living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms.

and are denied admission because they did not pass applicant screening are encouraged to present any information which directly identifies them as victims of domestic violence, sexual violence, dating violence, sexual assault or stalking. The CHA will determine if domestic violence, sexual violence, dating violence, sexual assault or stalking is a factor in the unfavorable results of screening. The CHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, sexual assault or stalking.

18-III.J. Occupancy Guidelines: HUD Occupancy Standards

Applicants who pass screening and are qualified for housing will be placed on a wait list and assigned a unit size based on the Occupancy Guidelines established in this section. Units shall be occupied by families of the appropriate size. Generally, two people are expected to share a bedroom.

Number of Persons Per Unit Standard

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
Studio	1	2
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

1. The following principles govern the size of a unit for which a family will qualify. Units will be assigned so that:
 - a. A head of household (leaseholder) shall not be required to share a bedroom unless the head of household is married, in a consensual relationship, or otherwise agrees to share a bedroom.
 - b. If the applicant or a member of the applicant’s household is pregnant, unborn children will be counted in determining unit size when the family supplies documentation of pregnancy.
 - c. A single pregnant head of household may agree to share a bedroom with her child(ren) once born, but must agree to occupy the unit until the child turns age two or until the family size increases through birth, adoption, or court awarded custody of a child.
 - d. The CHA will count a child who is temporarily away from the home attending school, so long as the family can document that the child will be living with the family during the summer and vacation months.
 - e. The CHA will not count a child(ren) as living in the household if the parent has lost or terminated parental rights. The family must inform the CHA of a termination of parental rights within 10 calendar days of the occurrence.
 - f. A live-in aide shall not be required to share a bedroom with the head of household. A resident’s bedroom size will not be adjusted to accommodate the family members of a live-in aide; a live-in aide’s family members cannot cause overcrowding in the unit. If the addition of the live-in aide will not overcrowd the current unit, the CHA will not increase the bedroom size.
 - g. Children who are subject to a joint custody agreement but live with the applicant, at least 51 percent of the time, will be considered members of that household. (51 percent of the time is defined as 183 days of the year, which do not have to run consecutively). Legal certification is required from families who claim joint custody or temporary guardianship.
2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodations for people with disabilities. In such cases, third-party documentation attesting to the need for additional

bedroom size may be deemed necessary on a case-by-case basis. The CHA reserves the right to perform unit inspections to determine the continuing need for additional bedrooms.

3. When a family applies for housing and the wait list is updated, some families may qualify for more than one unit size. The CHA will make a housing offer of the appropriate size unit in accordance with the first unit available and the Number of Persons per Unit Standards. Refusal of a unit offer solely because an applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.
 - a. At senior designated housing properties with studio and one bedroom apartments, applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer or refusal to be screened for a unit at a particular site without good cause will result in the applicant's name being removed from the wait list.
 - b. Applicants are responsible for updating their household composition on their online waitlist application. If a family is offered a unit and they no longer qualify for the unit size, they will be placed on the appropriate list once their household composition has been updated. The applicant will retain their preferences and date of application. The timeframe for a unit offer may differ once the family size is updated.
 - c. Units will be leased without regard to race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.
4. Residents who are being relocated back to CHA housing as part of the Plan for Transformation per the 10/1/99 RRC and Post 10/1/99 RRC are subject to the same screening criteria process as a RAD PBV applicant.

18-III.K. Tenant Selection and Assignment Plan

1. The Tenant Selection and Assignment Plan (TSAP) is the CHA policy that determines how applicants will be placed on the wait list and in what priority applicants will be screened and offered housing. This policy will be applied to all interested households that apply for CHA housing and for all new applicants selected from any CHA wait list.
 - a. Emergency applicants who are victims of federally declared disasters will be offered units on an as needed basis before applicants from the wait list. Applicants from the wait list will be offered units after existing residents receive an offer in accordance with the **[CHA Leaseholder Housing Choice Relocation Rights Contract 10/1/99 \(RRC\)](#)** or the **[CHA Relocation Rights Contract for Families with Occupancy after 10/1/99 \(Post 10/1/99 RRC\)](#)** and the Transfer Policy in **[Part V.:J- Processing Transfers.](#)**
 - b. Existing residents, who are required to move under the RRC, and the Post 10/1/99 RRC will be processed in accordance with the contracts. Existing residents who are required to transfer by the CHA will be processed in accordance with the Transfer Policy in **[Part V.:J- Processing Transfers.](#)**
 - c. All unit offers will be made in writing,¹¹ and the CHA will not discriminate on grounds of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.

18-III.L. Administering Waitlist

1. Family RAD properties, including those within mixed-income/mixed-finance properties, will be provided names from the site-based family wait lists as applicable.
2. Senior RAD PBV properties will be provided names from the individual site-based wait lists and/or the senior first available wait list as applicable.
3. For the transfer wait list, resident interviews, eligibility determination, housing offers, and unit assignments will be performed by the receiving property manager. Criminal and credit background

¹¹ Or alternative format as a result of a request for a reasonable accommodation by a qualified applicant or resident with disabilities.

screening, transfer processing, and management of the transfer wait list will be performed by the CHA.¹² Exceptions include emergency transfers that are expedited and completed by the property manager.

4. For the site-based wait lists of family properties (RAD PBV family or mixed-income), marketing, application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be completed by the property manager. Application processing as well as wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.
5. Requests for transfers from existing or pending RAD PBV properties (as noted in [Part V.J- Processing Transfers](#)) to traditional public housing units will be initially reported to the property manager, and managed and processed by the CHA.
6. For the 50/80% AMI waitlist, marketing, initial application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted in writing by the property manager. Application processing and waitlist management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.

To qualify for the 50/80% waitlist, applicants must have a household income that qualifies within the 50/80% AMI framework, as published by the HUD on an annual basis. Qualification will be determined at the time of applicant screening for occupancy. Screening will include income verification. Applicants will not be offered units covered by the 50/80% AMI if they cannot meet the income requirements and will be removed from the 50/80% waitlist. The applicants will retain their original date of application on the selected public housing site-based waitlist.

7. For the 50/60 percent AMI wait lists, marketing, initial application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted in writing by the property manager. Application processing and wait list management, monitoring, auditing, and maintenance will be conducted by the CHA. Property managers are required to report to the CHA on all outreach efforts to applicants and applicant ineligibility findings, as well as all unit offers, assignments, and refusals.
 - a. Eligible applicants who qualify under the 50/80 percent AMI wait list, but have a household income within the Low Income Housing Tax Credit (LIHTC) limitation of 50/60 percent AMI, are eligible applicants for units created at mixed-income properties with RAD PBV units. LIHTC units have an initial eligibility for occupancy that mandates applicants must have a household income, which does not exceed 50/60 percent AMI threshold, as published by the LIHTC program administered by the Illinois Housing Development Authority (IHDA) and the City of Chicago Department of Planning and Development, pursuant to 26 USC § 42. Qualification will be determined at the time of applicant screening for occupancy.
 - b. Applicants who cannot meet the forgoing 50/60 percent AMI criteria at the time of initial screening occupancy will not be eligible for RAD PBV units designated as 50/60 percent AMI units and will be removed from the 50/60 percent wait list. The applicants will retain their original date of application on the applicable wait list.
8. Application updates and wait list withdrawals will be processed by the CHA.
9. Property managers must report all applicant ineligibility findings as well as all housing offers, unit assignments, and refusals to the CHA.

¹² For CHA units in mixed-income/mixed-finance properties, determination and housing assignment will be performed by the property manager of the mixed-income/mixed-finance property.

18-III.M. Site-based Wait Lists for Family Properties

1. The CHA will maintain all family public housing site-based waitlist electronically.
2. Applicants are allowed to select one site-based family property waitlist across the family housing portfolio.
3. It is the applicant's responsibility to use the CHA site-based waitlist portal to update his/her application (e.g., contact information and family composition). Applicants may also update their property or property group preference but will not be permitted to do so while being screened for a housing opportunity by CHA property management.
4. Site-based family waitlist will be managed, monitored, audited, and maintained by the CHA.
5. Applicants will be electronically assigned to their selected site-based waitlist in sequence based upon:
 - a. Type and size of unit needed (i.e. accessible or non-accessible unit, bedroom size);
 - b. Ranking admissions preference, if any;
 - d. Date of application; and
 - e. Income tier.
6. Refusing a unit without good cause or failing to respond to a unit offer will result in the applicant's name being removed from the waitlist.
7. Refusing a unit with good cause will result in the applicant's name being returned to the waitlist with his/her original placement on the wait list. Good cause is determined by the property manager. Examples of good cause include, but are not limited to:
 - a. An applicant or transferring resident cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship;
 - b. The unit is not ready for move-in on the date projected for move-in. "Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean;
 - c. The unit is not accessible to a source of employment, education or job training, children's day care, or educational program for children with disabilities¹³. The location of the unit would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
 - d. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger;
 - e. A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each as listed on final application or lease), or live-in aide necessary to the care of the head of household;
 - f. The unit has lead-based paint and the family has children under the age of seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead-based paint;
 - g. The unit is not accessible for a disabled member of the applicant's household; or
 - h. The unit has accessibility features not needed by the applicant household.

¹³ If the applicant has a child participating in such a program.

18-III.N. Site-based Wait Lists for Senior Designated Housing Properties

24CFR § 903.7(b)(2)

1. The CHA received HUD approval for site-based wait lists at its senior designated housing properties.
2. Applicants are allowed to select one senior designated housing site from the entire senior designated housing portfolio.
3. Applicants are not permitted to change their site selection while they are being outreached to and screened by the property manager at the site. Applicants who reject screening or a unit offer for any reason, including because they prefer a different site, will be removed from the site based wait list and must reapply.
4. The site-based wait lists for senior designated housing properties will be managed, monitored, audited, and maintained by the CHA.
5. All senior housing applicants will be placed on the wait list for the site they selected. When a unit becomes available (e.g. studio apartment or a one bedroom apartment), the unit will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, including rejection based on unit size, the applicant will be removed from the wait list.
6. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the wait list with his/her original date of application on the wait list. Good cause is determined by the property manager.
7. Refusal of a unit offer without good cause will result in the applicant being removed from the waitlist.

18-III.O. Transfer Wait List (for CHA properties)

1. Residents on the transfer wait list will receive one unit offer. However, multiple unit offers may be made in order to satisfy a reasonable accommodation request.
2. Refusal of or failure to respond to unit offers without good cause or failing to respond to an outreach will result in the resident being removed from the waitlist.

18-III.P. Making Unit Offers

1. Emergency Transfers, Transfers under the RRC or the Post 10/1/99 RRC, Mandatory Administrative Transfers, Voluntary Administrative Transfers and Incentive Transfers take precedence over new admissions from the wait list. Senior Housing Transfers for Good Cause will be processed on an ongoing basis with new admissions from the wait list.
2. For new admissions, the CHA will match the next unit available to the highest ranking applicant for a unit by bedroom size, type, and accessible features, if any. Admissions preferences are used to determine the order of selection from the wait list. If two applicants with the same preference status need the same type and size of unit, the applicant with the earliest date of application will be offered the unit.
3. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready first for move-in. If two units are ready for move-in on the same day, the first unit to be offered will be the first unit that became vacant.
4. An applicant must accept any unit offered within two business days of the date of the unit offer letter (or the date the alternative format of communication designated by an applicant with disabilities was provided). If an applicant refuses a unit offer, the property manager will determine whether the refusal was with or without good cause. If the applicant does not respond to the unit offer within two business days, he/she will be removed from the waitlist.
5. Pursuant to the RRC, leaseholders with a right of return will receive unit offers in accordance with the stipulations and requirements of the RRC.

18-III.Q. Mixed-Income Developments Unit Offers

1. Applicants that reach the top of the Community-Wide site-based waitlist will be sent to mixed-income developments for outreach and screening as units become available.
2. The property manager will conduct the outreach and screening activity.

- a. Applicants who do not meet the site-specific criteria including the work requirement will be removed from the waitlist.
3. The property manager will document the outcome of outreach and screening activities in both the physical file and the housing management system.
4. The CHA will review documentation in order to approve applicants for move-in.
5. The property manager will make unit offers to applicants approved by the CHA.
6. The property manager will secure a move-in date for each applicant that accepts a unit offer and provide the CHA with the move-in dates.

18-III.R. Accessible Units

1. Pursuant to eligibility requirements, the CHA will offer available accessible units in the following order:
 - a. First, to a current qualified resident with a disability living in the same development that requires the special features of the vacant accessible unit and occupying a unit not having those accessibility features;
 - b. Second, to a current qualified resident with a disability residing in another development that requires the accessibility features of the vacant accessible unit;
 - c. Third, to an eligible, qualified applicant with disabilities on the wait list who requires the accessibility features; and
 - d. Fourth, to a non-disabled eligible applicant or resident. The CHA will require the applicant or resident to execute a lease addendum that requires them to move, at the CHA's expense, to a non-accessible unit within 30 calendar days of notice by the CHA if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. **24 CFR § 8.27.**
2. The CHA shall not prohibit a qualified eligible, disabled family from accepting a non-accessible unit for which the family is eligible which may become available before an accessible unit. The CHA may modify a non-accessible unit as needed as a reasonable accommodation, unless the modification would result in an undue financial and/or an administrative burden.

18-III.S. Leasing Policies

1. All units must be occupied in accordance with a lease that complies with HUD and CHA policies. The head of household and co-head, if applicable, and the authorized representative of the CHA, prior to actual admission, shall sign this lease. All resident authorized members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and all other provisions as required by state and federal law, and CHA policy.
2. Units will be leased without regard to race, color, sex, age (where age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5.**
3. The leasing process for emergency applicants who are victims of federally declared disasters may be amended at any time to respond to the impact of the federally declared disaster.
4. The leased RAD PBV housing unit must be the head of household's permanent and sole domicile. All RAD PBV housing units must be occupied by families whose sole domicile is the RAD PBV housing unit. The CHA will neither offer nor move a family into a unit that does not meet basic standards of habitability, including HUD occupancy standards;
5. All units must be occupied pursuant to a signed lease that complies with HUD regulations.
6. A lease is executed at the time of admission for all new residents. The lease will include the names of all authorized members bound by the lease. The lease shall be signed by the head and co-head of the household, if applicable, and by the Chief Executive Officer or designee prior to actual move-in. The head of household will receive a new copy of his/her lease.
7. Applicants/Residents shall complete a home maintenance/housekeeping orientation prior to move-in.
8. The resident shall pay a security deposit at the time of leasing. For new residents, the security deposit shall

be equivalent to one month's worth of income-based rent. The resident may pay the security deposit in one lump sum or spread it over three payments during the first three months of tenancy. Security deposits will never be less than the minimum rent. Pet deposits are in addition to the security deposit, and must be paid in accordance with [Part V:Q R – Pet Policy](#)

9. Changes in family composition, income, or familial status between the application processing interview and leasing will be processed by the CHA and/or property management. Changes after leasing will be processed by the property manager, except lease addition requests for live-in aides, residual rights requests for remaining family members, foster children, foster adults, kinship care children, and adults in legally protected relationships, which require submittal to the CHA for approval prior to moving into the unit. It is the responsibility of the applicant and/or resident to make the CHA and the property manager aware of any changes in family composition, income, or familial status within 10 calendar days of the occurrence.
10. If, at any time during the term of the lease agreement, a change in the resident family composition or income results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed; or
 - b. An appropriate rider will be prepared and made a part of the existing lease.
 - i. All copies of such riders or insertions are to be dated and signed by the head of household, and co-head, if applicable, and by the Chief Executive Officer or designee.
11. A new lease is executed when a resident transfers from one CHA unit to another, even if the transfer is within the same development, unless a reason prevents the issuance of a new lease, i.e. pending Notice of Termination, court matter or emergency circumstance.
12. If the change in resident status or transfer results in a new lease agreement during the initial year of the RAD PBV transition, the new RAD PBV lease and associated provisions will apply.
13. The CHA will only supply one subsidy per household. When a court determines the disposition of property between the head or co-head of household in a divorce or separation under a settlement or judicial decree, the CHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit. Such provision only applies to situations involving the approved head and co-head of household.
14. Residents are not permitted to allow boarders to occupy their unit. Violation of this provision is grounds for lease termination.
15. Residents are not permitted to allow former residents who have been evicted from a federally-funded housing program for nonpayment of rent or for criminal activity to occupy their unit. Violation of this provision is grounds for lease termination.
16. Absence policy: Notice is required when all household members will be absent from the unit for over 30 consecutive days. If the entire household is absent beyond 90 consecutive days, CHA will consider the unit to be abandoned even if the family continues to pay rent and/or utilities. CHA may require the family to supply information to verify absence or residency in the assisted unit. Exceptions will be made for instances related to reasonable accommodations or the Violence Against Women Act (VAWA).

Part IV: Rent and Income Provisions

18-IV.A. Overview

This part establishes the applicable policies for rent and income determination under RAD PBV, including rent adjustments, reexamination information, flat rents and utility allowances.

18-IV.B. Determining Income and Rent

1. Income verification is conducted by the CHA during admissions, interim re-examination, and scheduled re-examinations. The CHA uses all available resources to obtain an accurate representation of a resident's annual income. **24 CFR § 5.609.**
 - a. All sources of income must be reported to the CHA. The CHA will then make the final determination

of what is included and excluded in the computation of annual income. The CHA adopts the definition of annual income provided by HUD, which is stated below.

- b. Annual Income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:
 - i. The full amount, of wages and salaries, before any payroll deductions, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - ii. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in Internal Revenue Service regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
 - iii. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
 - iv. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
 1. CHA will accept a family's declaration of the amount of assets of less than \$5000, and the amount of income expected to be received from those assets. The CHA's application and reexamination documentation, which should be signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than \$5,000, CHA will continue to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5,000, CHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.
 - v. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. (See B.14. below for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income (SSI) benefits.)
 - vi. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, see B.3. below concerning treatment of lump-sum additions as family assets.)
 - vii. All welfare assistance payments, such as TANF and General Assistance, received by or on behalf of any family member.
 - viii. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
 - ix. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See B. 7. below concerning pay for exposure to hostile fire.) **Excluded Income 24 CFR § 5.609.**
 - x. CHA may not rent a dwelling unit to or assist families with net family assets exceeding \$100,000 annually (adjusted for inflation) or an ownership interest in property that is suitable for occupancy.

This restriction does not apply to victims of domestic violence, individuals using housing assistance for homeownership opportunities, or a family that is offering a property for sale. CHA requires applicants to authorize financial institutions to disclose records necessary to determine eligibility for benefits.

- c. CHA will not verify full excluded income nor report it on the 50058. Annual income does not include the following:
 - i. Income from the employment of children (including foster children) under the age of 18.
 - ii. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
 - iii. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses. (However, see paragraphs A.5. and A.6. above if the payments are or will be periodic in nature.) (See B.14. below for treatment of delayed or deferred periodic payments of Social Security or SSI benefits.)
 - iv. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
 - v. Income of a live-in aide provided the person meets the definition of a live-in aide (See the glossary for the definition of a live-in aide.).
 - vi. The full amount of student financial assistance, including mandatory fees and charges (in addition to tuition) paid directly to the student or the educational institution.
 - vii. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
 - viii. Certain amounts received that are related to participation in the following programs:
 1. Amounts received under HUD funded training programs (e.g. Step-up program. Excludes stipends, wages, transportation payments, and child care vouchers, etc. for the duration of the training.);
 2. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 4. A resident services stipend, which may not exceed \$200 a month, received by a CHA resident for performing a service for the CHA, on a part-time basis, that enhances the quality of life in CHA housing. Such services may include but are not limited to: fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time. If the amount of the stipend exceeds \$200 a month then the entire stipend will be counted as income; and
 5. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the CHA.
 - ix. Temporary, non-recurring, or sporadic income (including gifts).
 - x. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
 - xi. Earnings in excess of \$480 annually for each full-time student age 18 and over (excluding the head of the household and spouse).
 - xii. Adoption assistance payments in excess of \$480 annually per adopted child.
 - xiii. The incremental earnings and benefits to any resident: (1) whose annual income increases due to

employment of a family member who was unemployed for one or more years previous to employment; (2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or (3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

1. State-funded assistance, benefits, or services means any state program for TANF funded under [Part A of Title IV of the Social Security Act](#), as determined by the CHA in consultation with the local agencies administering [TANF](#) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 2. During the 12 month period, beginning when the member first qualifies for a disallowance, the CHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 3. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 4. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than what would be earned working 10 hours per week at minimum wage, under which they qualify as unemployed).
- xiv. Deferred periodic payments of SSI and Social Security benefits that are received in a lump sum payment.
- xv. Amounts received by the family in the form of refunds or rebates, under state or local law, for property taxes paid on the dwelling unit.
- xvi. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- xvii. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the [United States Housing Act of 1937](#). (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.) The following is a list of benefits excluded by other federal statute:
1. The value of the allotment provided to an eligible household for coupons under the [Food Stamp Act of 1977](#); **7 USC 2017 (h)**. and
 2. Payments to volunteers under the [Domestic Volunteer Service Act of 1973](#); **42 USC 5044(g), 5088**. Examples of programs under this Act include, but are not limited to:
 - i. The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
 - ii. National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs; and
 - iii. Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

3. Payments received under the [Alaska Native Claims Settlement Act](#); 43 USC 1626(a).
 4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC 459(e).
 5. Payments or allowances made under the [Department of Health and Human Services Low-Income Home Energy Assistance Program](#) (LIHEAP); 42 USC § 8624 (f).
 6. Payments received under programs funded in whole or in part under the [Job Training Partnership Act](#); 29 USC § 1552(b).
 7. Income derived from the disposition of funds of the [Grand River Band of Ottawa Indians](#); P. L. 94-540, 90 State 2503-04.
 8. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC § 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC § 117b, §1407.
 9. Amounts of scholarships funded under Title IV of the [Higher Education Act of 1965](#) including awards under the [Federal Work-Study program](#) or under the [Bureau of Indian Affairs](#) student assistance programs: 20 USC § 1087(u).
 10. Payments received from programs funded under [Title V of the Older Americans Act of 1965](#): 42 USC § 3056(f).
 11. Payments received after January 1, 1989 from the [Agent Orange Settlement Fund](#) or any other fund established in the In Re Agent Orange product liability litigation;
 12. Payments received under [Maine Indian Claims Settlement Act of 1980](#); P.L. 96-420, 94 Stat. 1785.
 13. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the [Child Care and Development Block Grant Act of 1990](#); 42 USC 9858(q).
 14. Earned income tax credit refund payments received on or after January 1, 1991; 26 USC 32 (j).
 15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
 16. Allowances, earnings and payments to AmeriCorps participants under the [National and Community Service Act of 1990](#);
 17. Any allowance paid under the provisions of 38 USC §1805. to a child suffering from spina bifida who is the child of a Vietnam veteran;
 18. Any amount of crime victim compensation received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the [Victims of Crime Act](#) because of the commission of a crime against the applicant under the Victims of Crime Act; and
 19. Allowances, earnings, and payments to individuals participating in programs under the [Workforce Investment Act of 1998](#).
2. **Anticipating Annual Income 24 CFR § 5.609(d).**
 - a. If it is not feasible to anticipate income for a 12-month period, the CHA may annualize the income anticipated for a shorter period of time subject to an interim adjustment at the end of the shorter period. This includes all income and wages that are not received on a consistent basis.¹⁴
 3. **Adjusted Income 24 CFR § 5.611.**
 - a. Income-based rent is calculated using adjusted income. Adjusted income is annual income minus the following deductions and exemptions:
 - b. **For All Families:**
-

- i. **Child Care Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment, or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:
 - ii. The amount of income earned by the family member released to work; or
 - iii. An amount determined to be reasonable by the CHA when the expense is incurred to permit education or to seek employment.
 - iv. **Dependent Deduction:** An exemption of \$480 annually for each member of the family residing in the household (other than the head of household or spouse, live-in aide, foster adult, or foster child), who is age 18 or under, is age 18 or over and disabled, or is a full-time student. If parents share joint custody of a child and both parents live in CHA housing, the dependent deduction will be applied in accordance with a court-ordered determination or mutual written agreement on how to split the deduction.
 - v. **Work-related Disability Expenses:** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit any family member, including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
 - vi. Equipment and auxiliary apparatus may include, but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. The annualized cost differential between a car and the cost of a van required by the family member with disabilities is also included.
 - vii. For non-elderly families and elderly or disabled families without medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income, provided the amount calculated does not exceed the employment income earned.
 - viii. For elderly or disabled families with medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses minus three percent of annual income (provided the amount calculated does not exceed the employment income earned) plus medical expenses as defined below.
- c. **For Elderly and Disabled Families Only:** These deductions will only apply when the elderly or disabled individual is the head of household, co-head or spouse.
- i. **Medical Expense Deduction:** A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed.
 1. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. The expenses claimed must be verifiable in order to be considered by the CHA for the purpose of determining a deduction from income.
 - a. For elderly or disabled families without work-related disability expenses, the amount of the deduction shall equal total medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses, the amount of the deduction is calculated as described in B.8 above.
 2. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household. See the [Glossary](#) for definitions of elderly and disabled family.

3. Optional Deductions/Exemptions: The CHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions.

4. Computing Income-based Rent 24 CFR § 5.628.

- a. The RAD PBV Program only allows Residents to pay Income-Based Rent.
- b. The first step in computing income-based rent is to determine each family's Total Tenant Payment (TTP). TTP is the higher of 30 percent of adjusted monthly income **or** 10 percent of gross monthly income.
- c. Minimum TTP: The minimum TTP shall be \$75 per month. Whenever the TTP calculation results in an amount less than \$75, the CHA will impose a TTP of \$75.
- d. If the family is occupying a unit that has resident-paid utilities, a utility allowance is subtracted from the TTP.
- e. If the result of this computation is a positive number, then the amount is Tenant Rent.
- f. If the TTP less the utility allowance is a negative number, the result is a utility reimbursement, which may be paid directly to the utility provider by the CHA pursuant to [Part IV.Q- Utilities](#).
- g. In developments where the CHA is responsible for providing the utility, Tenant Rent equals TTP. **24 CFR § 5.634.**
- h. If the CHA is responsible for providing all utilities and the Minimum TTP is applicable.
- i. Minimum Rent Hardship Suspension/Exemption **24 CFR § 5.630.**
 - i. A minimum rent hardship exemption shall be granted to residents who can document that due to a financial hardship they are unable to pay the minimum rent. Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:
 1. The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;
 2. The family would be evicted as a result of being unable to pay the minimum rent;
 3. The income of the family has decreased because of changed circumstances, including loss of employment; or
 4. A death occurred in the family.
 - ii. If a family paying minimum rent requests a hardship exemption, the CHA must suspend the minimum rent, effective the following month. The CHA may not evict the family for non-payment of the minimum rent for 90 calendar days following the request for the hardship exemption.
 - iii. The suspension of minimum rent continues until the CHA determines whether or not the hardship is short-term (lasting less than 90 calendar days) or long term (lasting 90 calendar days or more).
 - iii. If the CHA determines that a qualifying financial hardship is temporary, the CHA will not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for hardship exemption. At the end of the 90-day suspension period, the CHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established by the CHA for the amount of back rent owed by the family.
 - iv. If the CHA determines that the qualifying financial hardship is long-term, the family will be exempt from minimum rent until the hardship ceases. The resident will not be required to repay the suspended minimum rent.
 - v. Exemption from minimum rent does not mean the family does not have to pay rent. The family is required to pay the greater of 30 percent of adjusted monthly income or 10 percent of gross monthly income when that amount is less than the minimum

rent.

j. Repayment Plans

- i. The resident and the CHA may enter and agree to one rent repayment plan in any consecutive 12 month period. The repayment plan may not result in the TTP being more than 40 percent of the adjusted monthly income.
- ii. The resident may be required to make a minimum deposit of 50 percent of the past due debt in order to sign a repayment plan and be lease compliant.

18-IV.C. Re-examinations of Income and Family Circumstances

1. After initial occupancy, the CHA must re-examine a family's eligibility for continued occupancy. Residents must provide documentation of family composition, income, and assets. At the time of re-examination, income, employment, allowances, Social Security numbers, and any additional data deemed necessary will be verified. Verified information will be analyzed and a determination made with respect to: the eligibility of the household for continued occupancy; the eligibility of an individual as a remaining family member; the appropriate unit size for the family; and the amount of rent the family should pay.
2. Residents occupying CHA housing at the time of the initial RAD transition will not be subject to rescreening solely due to the conversion. Conditions existing at the time of the RAD transition will be grandfathered until the next regularly scheduled re-examination.
3. If a family's TTP has risen to a level that is equal or greater than the gross rent for a given RAD PBV unit and remains there for 180 consecutive calendar days, the family's assistance terminates automatically. Upon termination, the tenant rent paid will be the lesser of 1) the family's TTP or 2) any applicable maximum rent under LIHTC regulations. It is the family's responsibility to report any changes in circumstances that would cause the assistance to rise above zero before the expiration of the 180 day period.

For pre-conversion families residing in properties that were previously public housing, including traditional senior buildings; public housing units within mixed-income developments; and legacy public housing sites such as Horner, Lathrop and that have transitioned to Project-Based Voucher units under RAD, assistance is recoverable and will be restored when the family's TTP falls below the gross rent. This exception is granted once; afterwards, normal PBV regulations shall apply.

18-IV.D. Eligibility for Continued Occupancy

1. Residents must meet the following criteria in order to be eligible for continued occupancy:
 - a. Qualify as a family as defined in the Glossary of Terms of this policy;
 - b. Maintain full compliance with the resident obligations and responsibilities as described in the **CHA Residential Lease Agreement for the RAD PBV Program**;
 - c. Have Social Security numbers for each family member or have signed certifications under penalties of perjury for any family member who indicates they do not have a Social Security number; **24 CFR § 5.216**. Leaseholders who are 62 years of age or older, and had not previously disclosed a valid SSN as of January 31, 2010 are exempt. This exemption continues even if the individual moves to a new assisted unit.
 - d. Meet HUD standards for citizenship or eligible immigration status or are paying a pro-rated rent; **24 CFR § 5.500**.
 - e. Maintain compliance with or provide documentation of exemption from the CHA Work Requirement (Section V.P) or Community Service Requirements/Economic Self-Sufficiency Programs, (Section IV.J.); and



- f. Not be over 80 percent of the AMI. The CHA may not evict a family for being over the income limit for RAD PBV housing if the family currently receives an earned income disallowance or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program.
- g. When a family’s income is over 120% of the AMI (“over income”) for two consecutive years, the CHA will increase the over income family’s monthly rent to the greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit. The CHA will provide the family notice of the over income policy at time of annual or interim reexamination when income above 120% of AMI is initially determined and at the subsequent, required interim reexamination one year after the initial determination, if family income remains above 120% of AMI. If family income remains above 120% of AMI two consecutive years after initial determination at the next annual or interim reexamination, the CHA will then increase the family’s monthly rent. The CHA will not increase the rent of a family that is over income if the family currently receives an EID or has a valid contract for participation in an FSS Program.

Further HUD guidance is pending, which will provide additional guidelines for PHAs to set alternative rent policy for over-income families that the PHA has allowed to remain in its subsidized housing after the two-year grace period has ended.

- h. Continue to otherwise meet eligibility requirements for the housing program and any site-specific eligibility requirements.
2. All adult household members, including live-in aides, must pass a criminal background check. If any adult member of the household fails to pass the criminal background check during re-examination, the CHA may begin lease termination against the entire household. The CHA shall provide the resident with a copy of the background information used to make the determination to terminate the lease.
 3. All children, in the household between the ages of six and 17, are required to attend school on a regular basis, in accordance with local school board policies and state law. Residents shall provide the CHA with releases and authority so that the CHA can inquire into the attendance of any school aged child between the ages of six and 17.
 4. Residents may be required to prove through documentation that children age 13 and under participate in daycare, after school programs, or are otherwise adequately supervised when school is not in session.
 5. A resident must continue to demonstrate suitability based on satisfactory behavior as a renter including but not limited to: housekeeping performance; good payment records for rent; other charges and utilities; satisfactory record of lease compliance; and an acceptable criminal background record as a law-abiding member of society. Residents found to be ineligible during re-examination will be subject to lease termination.
 6. If any adult member of the household fails to pass the criminal background check during re-examination, the CHA may begin lease termination against the entire household. The CHA shall provide the resident with a copy of the background information used to make the determination to terminate the lease.

18-IV.E. Re-examinations

1. The CHA will ensure that the regular re-examination for each family is completed as follows:

Frequency	Population
Annual	Families participating in the Homeownership Program, receiving zero income, or any family

	member enrolled in Earned Income Disallowance (EID).
Biennial	Families with a non fixed income & Families participating in the FSS Program.
Triennial	Families where all members are either elderly and/or disabled (with fixed incomes).

2. During the regularly scheduled re-examination, the CHA will re-examine the family composition, the CHA Work Requirement or Community Service Requirements/Economic Self-Sufficiency Programs requirements (where applicable) and income of all resident families.
3. The re-examination process shall begin 120 days prior to the expiration of the lease. In the case of a resident transfer, the anniversary date (lease date) for the resident becomes the first day of the month after the transfer.
 - a. Re-examination must be completed before the expiration of the lease. The resident may be terminated for failure to comply with re-examination notices. If the resident comes in for re-examination once termination has started, the termination process will continue until the re-examination is complete.
4. The resident shall sign a personal declaration form to certify the validity and completeness of the documents provided during the re-examination process. All members, age 18 and over, of the resident household must sign all consent forms that authorize the CHA to make necessary inquiries into the resident and household members' behavior or background as it relates to lease compliance. This includes obtaining arrest and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign all consent forms, including HUD Form 9886 and the CHA Authorization and Consent Release Form, will result in the resident's lease termination.
5. All information in a resident file must be verified. As part of the verification process, all adult members of the resident's household must: (1) sign all consent/release forms, including [HUD Form 9886](#); (2) complete all relevant paperwork; and (3) return all documentation required to complete the verification process. Verifications are considered in a hierarchy:
 - a. UIV/EIV (for income-related matters);
 - b. Third-party written verification (tenant provided documentation);
 - c. Third-party verification form;
 - d. Third-party oral verification; and
 - e. Resident Self-Certification.
6. The CHA or property manager shall document the steps taken to obtain information through the verification process before proceeding to next level of the hierarchy.
7. When it is not possible to estimate family income accurately at re-examination, a temporary determination will be made. The CHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. **24 CFR § 5.609(d)**.
8. Streamlined income determinations may be conducted for any member of a household with a fixed source of income. If a resident has both fixed- and non-fixed sources of income, the non-fixed income will remain subject to third-party verification.
 - a. Fixed-income includes income from:
 - i. Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
 - ii. Federal, state, local, and private pension plans; and
 - iii. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.
 - b. The streamlined income determination will be made by applying a verified a cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount.

9. Zero Income Family Certification: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 calendar days until they have a stable income. A monetary or non-monetary contribution from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609.**
10. If the CHA is in the process of terminating the lease of a resident when the resident is scheduled for re-examination, the re-examination will be completed, but a new lease will not be executed.
 - a. If the CHA prevails in the lease termination action, a new lease will not be executed and the resident will be evicted.
 - b. If the resident prevails in the lease termination action, a new lease will be executed.
11. If any adult member of the household fails to pass the background check during re-examination, the CHA will begin lease termination. If the resident prevails in the lease termination action and there has been no recent criminal activity, a new lease will be executed.
12. At any time a resident may request an interim re-examination, and the CHA shall provide one. An interim re-examination shall be conducted whenever there is a change in family composition.
13. CHA may not rent a dwelling unit to or assist families with net family assets exceeding \$100,000 annually (adjusted for inflation) or an ownership interest in property that is suitable for occupancy. This restriction does not apply to victims of domestic violence, individuals using housing assistance for homeownership opportunities, or a family that is offering a property for sale. CHA requires applicants to authorize financial institutions to disclose records necessary to determine eligibility for benefits.

18-IV.F. Action Following Re-examination

1. Failure to complete re-examination is a serious lease violation and grounds for lease termination.
2. If a change in the unit size is required, the resident will be placed on a transfer wait list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. Failure by a resident to comply with a mandatory administrative transfer is cause for lease termination.
3. If there is any change in rent, the lease will be amended during the interim re-examination or a new lease will be executed during the annual re-examination, and a Notice of Rent Adjustment will be issued prior to the effective date of the rent adjustment. The Notice of Rent Adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and information regarding the resident's right to request an informal hearing if he/she disagrees with the new rent.
4. Residents transitioning from flat rent to income-based rent that experience a monthly increase in rent of more than 10 percent or \$25 (whichever is greater) solely due to the RAD transition will have rent increases phased in over a five year period. Rent adjustments under the five-year phase-in schedule will apply to the Total Tenant Payment (TTP) at a rate of 20 percent per year, and will occur at annual or interim re-examinations.

18-IV.G. Unit Maintenance and Inspections

1. Residents are responsible for maintaining their unit in a safe, decent and habitable condition. Housekeeping, cleaning, and/or maintenance of resident's assigned areas (e.g. yards, porches, etc.) are also the responsibility of the resident and his/her household.
2. Property management will conduct inspections to ensure that residents are maintaining their units and assigned areas in safe and sanitary conditions. Residents will not be held responsible for normal wear and tear.
3. Annual inspections will be conducted for all units. The Uniform Physical Condition Standards (UPCS) and protocols will be used for CHA-owned properties and the HQS standards and protocols will be

used for third party owned properties. Residents will be notified at least 48 hours in advance. The CHA shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the resident for upkeep. The CHA will use all inspections to assess the resident's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease. The CHA will provide the resident with a written statement regarding dwelling unit conditions, and the CHA shall request work orders for all items found to be in disrepair.

4. If the CHA detects any housekeeping problems, the CHA will notify the resident in writing of the housekeeping violations, identify the measures and time period necessary to cure the unsatisfactory conditions, and conduct an interim inspection.
 - a. The CHA reserves the right to document all inspections and observed deficiencies.
 - b. Any resident found to be in violation of CHA or property management housekeeping standards will be required to complete the home maintenance/housekeeping orientation again.
 - c. In addition to repeating the home maintenance/housekeeping orientation, residents will be fined in accordance with the charge sheet for repairs and maintenance.
5. The CHA will give the resident 30 calendar days to cure housekeeping violations. The CHA will conduct an interim inspection at the end of the 30-day cure period as a follow up to any housekeeping violations found during the annual inspection and to measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved at the end of the 30 calendar days or the established cure time period, the CHA may proceed with lease termination.
6. Property management may conduct additional, more frequent housekeeping inspections of residents with histories of poor housekeeping. Residents will receive at least 48 hours' notice that such inspection will take place.
7. Property management may conduct inspections of units where an extra bedroom has been granted in order to reasonably accommodate a resident or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized in accordance with the documented reason for the accommodation (e.g. a live-in aide, large hospital bed, breathing apparatus, mobility aides, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the resident may be subjected to lease termination.

18-IV.H. Effective Date of Rent Adjustments

1. Timely Reporting (Within 10 calendar days of the occurrence):
 - a. Decreases in rent - First day of the month after the decrease in income is first reported to the property manager. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
 - b. Increases in rent not due to misrepresentation or omission – Require a 30 calendar day notice to the resident and become effective the first day of the second month following the increase in income.
2. Late Reporting (After 10 calendar days of the occurrence):
 - a. Decreases in rent - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether the rent adjustment is reported in a timely manner or not.
 - b. Increases in rent - The household will receive a charge for the prior months that were affected by the increase. The rent increase should be manually calculated starting from the first day of the second month following the increase in income. All prior charges are posted manually on the tenant ledger.
3. A misrepresentation or omission may be grounds for lease termination and eviction.

18-IV.I. Remaining Family Members

1. If the head of household dies or leaves the unit without housing subsidy assistance (e.g. institutionalization, forming a new household in unsubsidized housing and given their RRC or Post 10/1/99 RRC rights to the remaining family members, etc.), continued occupancy by remaining family members may be permitted only if:
 - a. The family reports the death or departure of the head of household within 30 calendar days of the occurrence;
 - b. The family member requesting to become the new head of household is age 18 years or older, has lived in the unit as an authorized family member on the Lease for a minimum of three consecutive years (36 months), has not had any unauthorized extended absences. There are no rent and/or criminal activity violations and passes applicant screening; and
 - c. The new CHA-approved head of household signs a new lease.
2. The new head of household will be held responsible for rent arrearages, unless the arrearage occurred before the new head of household turned age 18.
3. At CHA's sole discretion, in senior designated housing only, exceptions may be made in instances where there is an elderly remaining family member who has not resided in the unit for at least three consecutive years (36 months).
4. Household members (live-in aides, live-in aides' family members, foster children, and foster adults) do not have rights as remaining family members to become the head of household. If no authorized remaining family members are eligible to assume the head of household role, the household members must vacate the unit within 30 calendar days. Live-in aides do not have any continued occupancy rights if the person who they cared for died or left the unit, even if the live-in aide was a family member prior to becoming a live-in aide. If a Live-in aide or foster adult is allowed to bring additional household members with them to the unit (i.e. spouse, partner, children), such persons similarly do not have rights as remaining family members to become head of household or obtain any public housing and/or RAD PBV program benefits.
5. Remaining family members, who are non-elderly and were residing in senior designated housing properties on the date of the FY2005 designation, may continue to remain in their unit if the elderly family's head of household, co-head of household, or spouse passes away. If he/she wishes to add a non-elderly person to the household or upon request, the CHA will transfer the non-elderly remaining family member to a family property.
6. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease will be terminated. Subject to program eligibility and voucher availability, the CHA may offer either a HCV, a public housing or RAD PBV unit to a permanent legal custodial guardian.
 - a. The permanent legal custodial guardian will be required to document that he/she has been awarded permanent legal custodial guardianship.
 - b. The permanent legal custodial guardian may be held responsible for rent arrearages incurred by the former head of household and/or co-head of household on a case by case determination.

18-IV.J. Community Service and Economic Self-Sufficiency Requirement

1. The CHA works to assist residents in moving toward economic self-sufficiency. In support of this goal, the CHA requires that all residents and adult authorized members of the household who are not exempt from the CHA Work Requirement perform eight hours per month of community service or participate eight hours a month in an economic self-sufficiency program. The requirement can also be met by a combination of eight hours of community service and participation in an economic self-sufficiency program. This requirement is known as the Community Service and Economic Self-Sufficiency Requirement.
2. Residents and adult authorized members of the household up to 54 years of age who are in compliance

with the CHA Work Requirement, are in compliance with the Community Service and Economic Self-Sufficiency Requirement. Residents and adult authorized members of the household deemed eligible for Safe Harbor within the CHA Work Requirement (Section VIII) must satisfy the Community Service/Economic Self-Sufficiency Policy.

- a. Residents and adult authorized members of the household 55 to 61 years of age who are exempt from CHA's work requirement are NOT exempt from the Community Service and Economic Self-Sufficiency Requirement.
3. At least eight hours of activity must be performed each month. An individual should not skip a month and then double up the following month, unless special circumstances warrant special consideration.
4. A total of 96 hours per year is required by each non-exempt resident and adult authorized member of the resident's household.
5. Compliance with community service activities is monitored on an annual basis. If a resident fails to comply with their responsibilities, the property manager will begin lease termination.
6. Types of Service
 - a. Community Service includes, but is not limited to, volunteer work:
 - i. At a local institution such as a school, community center, hospital, nursing home, homeless shelter, foodbank hospice, etc.;
 - ii. With a non-profit organization, such as the Boy Scouts, Girl Scouts, Boys or Girls Club, Big Brothers or Big Sisters etc.;
 - iii. With a community arts program involving performing arts, fine arts, visual arts, etc.;
 - iv. With any program funded under the Older Americans Act;
 - v. With service programs sponsored by churches, which do not involve religious education, recruitment or the practice of religion;
 - vi. At a CHA property to help with children or senior programs;
 - vii. Through the Local Advisory Council (LAC) to help residents, serving as an officer in a LAC, or serving on the Central Advisory Council (CAC) or Resident Advisory Board; and
 - viii. Care for the children of other residents, so that they may fulfill their CHA Work Requirement or Community Service Requirement.
 - b. Political activities are excluded from community service.
 - c. Volunteer work activity does not involve payment to the participant and must not take the place of work performed by paid employees.
 - d. Economic Self-Sufficiency activities are programs and classes that work toward economic and social independence. Such activities include, but are not limited to:
 - i. Job readiness, job training, or skills training programs;
 - ii. Higher education (junior college or college), vocational education, or GED classes;
 - iii. Verifiable job search activities or apprenticeship programs;
 - iv. Substance abuse or mental health counseling;
 - v. English proficiency or literacy (reading) classes;
 - vi. Parenting classes or budgeting and credit counseling; and
 - vii. Activities required by the Department of Public Assistance as part of welfare reform.
 - e. The economic self-sufficiency hours will count toward the eight hour per month requirement, and will only count hours when a non-exempt adult is actually attending class or engaged in job training. The required hours will not include time in transit.
7. Community service and economic self-sufficiency activities can be performed within or outside the neighborhood.
8. A resident or adult authorized member of the household is exempt from the Community Service and Economic Self-Sufficiency Requirement when such member:
 - a. Is 62 years of age or older;
 - b. Is blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1)) and certifies that he/she is unable to comply with the requirement;

- c. Is verified to be the fulltime caretaker of a disabled person as defined above;
 - d. Is retired (retirement is not age based) and receives a pension;
 - e. Is enrolled as a full-time student at a secondary school, accredited college, university, apprenticeship program, or trade school;
 - f. Is engaged in work activities;
 - g. Meets the requirements for being exempted from engaging in a work activity under the State Program funded under part A of title IV of the [Social Security Act](#) (42 USC 01 et seq.) or under any other welfare program of the State of Illinois, including a State-administered welfare-to-work program; or
 - h. 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](#) (42 USC 601 et seq.) or under any other welfare program of the State of Illinois, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
9. Family Obligations
- a. At lease execution or re-examination after the effective date of this policy, all residents and adult authorized members of the household, age 18 and over, must:
 - i. Provide documentation that they are exempt from the Community Service and Economic Self-Sufficiency Requirement if they qualify for an exemption; and
 - ii. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
 - b. Non-exempt residents, who are exempted from paying the minimum rent, must present a completed documentation form, provided by the CHA, of activities performed over the previous 90 days to the property manager during their quarterly re-examination.
 - c. At each re-examination, non-exempt residents and adult authorized members of the household must present a completed documentation form of activities performed over the previous 12 months. The forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month.
 - d. Change in exempt status:
 - i. If, during the 12 month period, a non-exempt resident or adult authorized member of the household becomes exempt, it is his/her responsibility to report this to the property manager and provide documentation of the qualifying exemption.
 - ii. If, during the 12 month period, an exempt resident or adult authorized member of the household becomes non-exempt, it is his/her responsibility to report this to the property manager.
10. Non-Compliance of a Non-Exempt Family Member
- a. If during re-examination, the property manager determines a non-exempt resident or adult authorized member's failure to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the property manager shall send a Notice of Lease Violation to the head of household that describes the non-compliance and indicates that the CHA will not renew the lease at the end of the 12-month lease term, unless the head of household and any other non-compliant adult enter into a written agreement (Lease Addendum Agreement) at their re-examination with the CHA to cure the non-compliance issue or the family provides written assurance satisfactory to the CHA that the non-compliant adult is no longer residing in the unit. The notice shall also provide that the resident may grieve the determination of non-compliance pursuant to the [***CHA Grievance Procedure for the RAD PBV Program***](#) or exercise any judicial remedy to timely address the non-renewal of the lease.
 - b. If, at the re-examination, the resident remains non-lease compliant due to violation of the requirements:

- i. The property manager will notify the resident that he/she has been deemed non-compliant due to the failure to comply with Section 22 of the Lease.
 - ii. The property manager shall issue the resident the Non-Lease Compliant Notice and request that the head of household sign the Lease Addendum Agreement stating that the resident agrees to make up the missing hours.
 - iii. In conjunction with the issuance of the Non-Lease Compliant Notice and the Lease Addendum Agreement, the property manager reserves the right to serve a Notice of Intent to Not Renew the Lease.
 - iv. If the resident refuses to sign the Lease Addendum Agreement, he/she will not be allowed to sign any of the paperwork included in the lease renewal packet, and the property manager shall serve a Notice of Intent to Not Renew the Lease. If the adult authorized member fails to either report or complete the required Community Service and Economic Self-Sufficiency Requirement, the head of household will be notified and both parties shall be required to sign the Lease Addendum Agreement stating that the adult authorized member will make up the missing hours. If the adult authorized member refuses to sign or make up the hours, the family will be deemed non-lease compliant unless the family provides written assurance satisfactory to the CHA and the non-compliant adult is no longer residing in the unit.
- c. Pursuant to the written Lease Addendum Agreement, the non-exempt adult will be granted one year to make up any lost hours while simultaneously completing his/her current requirements of 96 hours a year.
 - d. If the property manager verifies that the lost hours were not made up, the property manager will serve the head of household with a Notice to Vacate the Property within 30 days and initiate the eviction process.
11. The head of household may use the **CHA Grievance Procedure for the RAD PBV Program** to contest the determination whether or not to grant an exemption and/or the decision to initiate the lease termination.

18-IV.K. Other Resident Opportunities

1. Family Self- Sufficiency Program. Eligible families may participate in the Family Self- Sufficiency (FSS) program, which enables families to increase their earned income and reduce their dependency on welfare assistance and rental subsidies. Active participants under the public housing FSS program prior to the RAD transition process will continue to be eligible for and will transfer to the HCV FSS program once the RAD conversion is completed. See CHA's Family Self-Sufficiency Action Plan.
2. Choose to Own Homeownership Program. Eligible families may participate in the Choose to Own homeownership program, which assists a family residing in a home purchased and owned by one or more members of the family. See [Part V:.H- Transfer Policy](#). on voluntary transfers and [Chapter 15, Part VI-Homeownership](#).

18-IV.L. Interim Adjustments for Rent & Family Composition

1. If there are any changes in a family's income or household composition between regularly scheduled re-examinations, an interim re-examination may be conducted. At any time, a resident may request an interim re-examination, and the CHA will grant it. If the last regular re-examination was effective more than 90 days prior to the change in family circumstances, all family information and income must be re-verified. An interim re-examination does not affect the date of a resident's regularly scheduled re-examination.

18-IV.M. Adjusting Rent between Regularly Scheduled Re-examinations (Interim Increase / Reduction in Rent)

1. Annual Re-Examinations
 - a. Residents are required to report all changes in family composition to the property manager

- within 10 calendar days of the occurrence.
 - b. Failure to report changes in income within 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction.
 - c. In order to qualify for rent reductions, residents must report income decreases.
 - d. Residents are required to report interim increases in income. If a resident was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.
2. Biennial & Triennial Re-Examinations
 - a. Residents are required to report decreases in income to the property manager within 10 calendar days of the occurrence in order to qualify for a reduction in rent.
 - b. Failure to report a decrease in income within the 10 calendar days will not result in a retroactive decrease in rent.
 3. When the CHA makes a rent calculation error at admission or at re-examination, and it causes the household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after the CHA error is discovered and proper notice of the rent increase has been given to the household. If the CHA's rent calculation error resulted in an overpayment by the resident, the resident has the choice between a refund for overpayment or a credit to his/her account.
 4. If the error in rent calculation is caused by the information reported by the resident at admission or any re-examination, resulting in an overpayment by the resident, the resident's rent will decrease effective the month after reporting. Less than a 30 day written notice, if necessary, is allowable to correct the error. The resident will not receive a retroactive credit.
 5. The CHA will process interim changes in rent in accordance with the following chart¹⁵

<u>INCOME CHANGE</u>	<u>CHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for a decrease that lasts less than 30 calendar days or is subject to Imputed Welfare Income rules ¹⁶ .	The CHA will process an interim rent reduction in rent if the income decrease will last more than 30 calendar days.
(c) Increase in earned income of a current household member.	The CHA will process an interim if the individual is eligible for Earned Income Disallowance (see Part IV.O- Earned Income Disallowances .)
(d) Increase in income because a person with income (from any source) joins the household.	The CHA will process an interim rent increase.
(f) Resident misrepresented or failed to report facts upon which rent is based; therefore, resident is paying less rent than they should have been paying.	The CHA will apply any increase in rent retroactive to the first day of the second month, following the month in which the misrepresentation or omission occurred. Misrepresentation or omissions are also grounds for lease termination.

¹⁵ This chart may not be all inclusive of all interim changes. The CHA reserves the right to process other interim changes as needed.

¹⁶ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions. **24 CFR § 5.615**

(g) Resident paying income-based rent experiences a verified change in circumstances that qualifies them for a reduction in income-based rent even if their income has not decreased (i.e. increase in permissible deductions and expenses listed in Section IV.B.3).	The CHA will process an interim rent reduction. An increase in a resident’s deduction(s) will cause a reduction to their adjusted income.
(h) Increase in monetary or non-monetary income after resident claimed zero income.	The CHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance, grant the disallowance.

6. The property manager must document and verify the circumstances applicable to rent adjustments.
7. The CHA will process interim decreases in rent as follows:
 - a. An interim adjustment will be processed when a resident reports a decrease in income that is expected to last more than 30 calendar days.
 - b. An interim adjustment will not be processed when a decrease in income is reported, and the CHA verifies that the decrease will last less than 30 calendar days.
8. Residents that report no source of income are required to complete an income re-examination every 90 days, in accordance with [Part IV.E.-Re-Examinations](#) Reporting is required until income increases or it is time for the next regularly scheduled re-examination, whichever occurs first.
9. If an interim is requested within 30 days of the beginning of the re-examination process, the interim must be completed in accordance with [Part IV.L.-Interim Adjustments for Rent & Family Composition](#), and the information gathered can also be used to complete the re-examination process. The property manager does not need to re-verify the information gained from this interim.
10. If a resident experiences a decrease in income from public assistance because his/her grant is reduced for one of the following reasons, the resident’s rent will not be reduced:
 - a. The resident committed welfare fraud;
 - b. The resident failed to comply with economic self-sufficiency requirements; or
 - c. The resident chose not to engage in economic self-sufficiency requirements.
11. If a resident formally challenges the welfare department’s reduction of a grant, an interim reduction in rent will be processed until a final determination is made by the welfare department.
 - a. If the welfare department upholds their original ruling about the grant reduction, the resident will owe a retroactive rent for the period of the granted interim rent reduction.
 - b. If the welfare department overturns the grant reduction, no retroactive balance is owed.

18-IV.N. Effective Date of Rent Adjustments

1. Residents will be notified in writing of any rent adjustment, including the effective date of the adjustment, in accordance with [Part IV.H- Effective Date of Rent Adjustments](#).

18-IV.O. Earned Income Disallowances

1. Under the RAD PBV Program, Earned Income Disallowance (EID) is available to any resident.
2. Residents who are receiving the EID exclusion at the time of the RAD transition will be able to retain the benefits through the designated disallowance period. Upon expiration of the disallowance period, the applicable rent will rise to the appropriate income-based rent and will not be subject to a phase-in period.
3. An adult resident qualifies for an Earned Income Disallowance (EID) when the resident has an increase in earned income and:
 - a. Obtains employment after having been unemployed for at least 12 months, or goes to work after having earned less than the equivalent of 10 hours of work per week for a 50-week year at minimum wage;

- b. Receives new or increased earnings during participation in any job training or other economic self-sufficiency program; or
- c. Receives new or increased earned income while receiving or within six months of having received assistance, benefits, or services funded through the program of Temporary Assistance to Needy Families (TANF) or Welfare to Work Program. Provided that the total value is at least \$500 over a six-month period, TANF benefits that qualify a family for an EID include:
 - i. Cash benefits;
 - ii. Non-cash benefits, services, or assistance; or
 - iii. Benefits such as wage subsidies, transportation assistance, child care subsidies, and one-time payments provided.
4. Residents are eligible for EID benefits for a maximum 24 calendar month period. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not increase because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
5. During the second 12 months after the date the resident qualified for the EID, the resident's rent will increase by an amount equal to 50 percent of what the increase would be if not for the EID.
6. The disallowance periods described in numbers O.4. and O.5. above only occur while the resident is employed. If the resident stops working for any reason the disallowance stops and resumes again when the resident goes back to work, however EID eligibility based on the 24-calendar month period continues.
7. Even if the full 24 months of disallowance (12 months of 100 percent disallowance plus 12 months of 50 percent disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
8. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number O.3. above.
9. Only one EID may be granted to a resident in a lifetime.
10. Resident may qualify for a retroactive EID if all of the following are true:
 - a. The resident had new or increased earned income and qualified for an EID after 10/1/99;
 - b. The resident reported the increased income;
 - c. The CHA increased the resident's rent based on increased income; and
 - d. The resident paid the increased rent.
11. If a resident qualifies for a retroactive EID as described in number C.8. above, he/she shall be entitled to a rent credit. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to the CHA by the resident shall be deducted

18-IV.P. Interim Changes in Household Composition

1. All changes in family composition must be reported within 10 calendar days of the occurrence. These changes would include:
 - a. A family or household member included on the lease leaves the unit; or
 - b. Natural birth, adoption, or court-awarded custody of a child (excluding foster care arrangements) to a current family member.
2. Head of households who do not notify the CHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
3. The addition of a live-in aide, foster child, foster adult, or kinship care child between re-examinations must be requested in writing and requires authorization from the CHA and the property manager before the individual may move into the unit.
4. Additional income that the live-in aide, foster child, foster adult, or kinship care child may contribute

to the household will not be included in the family's rent calculation.

5. Interim changes in household composition must be made pursuant to [Part IV.L-Interim Adjustments for Rent & Family Composition](#).

18-IV.Q. Utilities

1. All RAD PBV units have utility connections for water, gas, heat, and electricity. The payment of utilities is made by the resident or by the CHA, depending on the building in which a unit is located.
2. The following requirements apply to residents living in developments with **resident-paid utilities**:
 - a. Residents must obtain and maintain utility connections throughout tenancy. Residents must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of a consenting adult authorized member of the household. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.
 - b. If a resident or applicant is unable to get utilities connected, the resident or applicant will not be permitted to move into a unit with resident-paid utilities.
 - c. When a resident applies for utility service, the resident must sign a third-party notification agreement so that the CHA is notified if the resident fails to pay the utility bill or if utility service will be disconnected.
 - d. Residents must bring in utility account information to the Property Manager when there is a change in their utility account numbers or other billing information.
 - e. Units where residents pay some or all utilities directly to the utility provider receive a monthly utility allowance, as a rent credit towards his/her monthly rent amount, that reflects a reasonable amount of utilities for the specific size and type of unit occupied. A reimbursement of a portion of the utility allowance may be paid by the CHA directly to the utility provider if the Total Tenant Payment is lower than the utility allowance and a credit is due. The CHA shall provide the resident with a letter indicating the amount of the reimbursement provided to the utility provider on their behalf.
 - f. The monthly utility allowance is deducted from the resident's Total Tenant Payment to compute the Tenant Rent the resident pays the CHA.
 - i. If the resident's Total Tenant Payment is higher than the unit's designated utility allowance, then the resident's rent amount will be the difference remaining after the utility allowance is subtracted.
 - ii. If the resident's Total Tenant Payment is lower than the unit's designated utility allowance, then the resident may receive a reimbursement of a portion of the utility allowance after subtraction of the minimum rent amount.
3. The resident utility bills will be reflected as follows:
 - a. If the resident's actual utility bill is less than the utility reimbursement, the resident will receive the savings in the form of a credit on the utility provider's billing statement.
 - b. If the resident's bill is greater than the utility reimbursement, the resident must pay the excess amount directly to the utility provider.
4. Lease Part 2 of the CHA Residential Lease Agreement for the RAD PBV Program will state the utility allowance amount for the unit and the utility reimbursement to be received by the resident, if applicable.

18-IV.R. Excess Utility Charges for CHA-Paid Utilities

1. In buildings that are individually metered, residents will have consumption-based utility allowances that reflect the size and type of units and actual equipment provided by the CHA. The CHA reads the meters and will charge each resident a flat charge for consumption in excess of the utility allowance by the CHA.
2. In buildings where utilities are not individually metered and there are no check meters, the CHA may make excess utility charges for the use of resident-supplied major appliances (i.e. appliances not

supplied by the CHA at move in). Residents must obtain property management approval prior to installing these additional major appliances in their unit. Examples include: a second refrigerator, air conditioner, or freezer.

18-IV.S. Reasonable Accommodations

As a reasonable accommodation, the CHA will grant qualified residents with disabilities a higher utility allowance or not charge for the use of certain appliances when there is a verified need for the special equipment due to the resident's disability. The CHA must approve the reasonable accommodation request prior to providing the higher utility allowance. Examples of special equipment include, but are not limited to: breathing machines, battery charging for electric scooters, or dialysis equipment.

18-IV.S. Flat Rents

1. Flat rents are eliminated in the RAD PBV Program. Residents can only pay income-based rent in the RAD PBV program.
2. If a flat rent resident's rent increases by more than the greater of 10 percent or \$25 as a result of the RAD conversion, rent increases will be phased in over five years. The following schedule will apply:
 - a. Year One: Any re-examination (interim or annual) performed prior to the second annual re-examination after conversion – 20 percent of the difference between most recently paid TTP and the standard TTP
 - b. Year Two: Year Two annual re-examination and any interim re-examination prior to Year Three annual re-examination – 40 percent of the difference between most recently paid TTP and the standard TTP
 - c. Year Three: Year Three annual re-examination and any interim re-examination prior to Year Four annual re-examination – 60 percent of the difference between most recently paid TTP and the standard TTP
 - d. Year Four: Year Four annual re-examination and any interim re-examination prior to Year Five annual re-examination – 80 percent of the difference between most recently paid TTP and the standard TTP.
 - e. Year Five annual re-examination and all subsequent re-examinations – Full standard TTP
3. The incremental increase resulting from transitions from flat rent to income-based rent as noted above is applicable to residents that were Public Housing leaseholders at the time of initial RAD conversion. This step-up rent process is not applicable to new move-ins or applicants.

Part V: Resident Provisions and Rights

18-V.A. Overview

This part discusses other resident rights and program requirements under the RAD PBV program, including the transfer, pet, visitor policies, property rules and lease termination policies.

18-V.B. Leasing Policies: Changes in Household Composition

1. Only persons listed on the most recent lease or added in accordance with CHA policy shall be permitted to occupy a dwelling unit and must use the dwelling unit as their sole domicile.
2. The CHA shall determine if a dwelling unit size is appropriate at any time when a household's composition changes. If the CHA determines that an addition to a household is ineligible, the person will not be added to the lease. If the addition is approved, the household will be placed on the wait list for the appropriate bedroom size, if necessary.
3. Additions to the household by natural birth¹⁷, adoption, or court-awarded custody (excluding foster

¹⁷Children born to a current authorized family member of the household during tenancy.

- care) to a current member of the household will be processed by the property manager automatically.
4. The lease addition of a live-in aide, foster child, foster adult, or kinship care child must be requested in writing and requires authorization by the CHA before being processed by the property manager. For minors, under the age of 18, custody rights documentation or proof of kinship care is required for the addition.
 5. The CHA will not approve lease addition requests for adults. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of the CHA.
 6. The CHA will approve the lease addition request if that individual passes applicant screening, including, if applicable, site-specific mixed income criteria and the unit is of the appropriate size. If a household's composition changes, a unit size determination will be made in accordance with the Occupancy Guidelines in Part III:J. to ensure that the family is appropriately housed.
 7. If the household composition overcrowds the unit so that the CHA does not have a unit large enough in accordance with the Occupancy Guidelines to house the entire family, and there are adult members in the family, the head of household must decide if all or part of the household will leave the unit within 60 calendar days. The family members who leave the unit may apply to be on the wait list if applications are being accepted. The family's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family may be evicted for such lease violation.
 8. Persons residing in the household without CHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
 9. Verification of an unauthorized occupancy can be established through the following:
 - a. Government issued ID's or reports
 - b. Utility Bills for the assisted unit
 - c. Property sign-in logs and/or
 - d. Other documentation or investigations
 10. If a lease addition applicant is rejected because he/she did not pass screening, the rejected lease addition applicant may request a mitigating hearing. The resident may grieve the rejection in accordance with the **CHA Grievance Procedure for the RAD PBV Program**. Only one type of hearing can occur for each request.
 11. Family and/or household members who move out of the unit for any reason shall be reported by the household in writing to the property manager within 10 calendar days of the occurrence. Once reported, such member will be removed from the lease immediately. A unit size determination will be made in accordance with the Occupancy Guidelines in Section II to ensure that the family is still appropriately housed.

18-V.C. Visitors

1. A guest may visit a family in an assisted unit for a total of 30 calendar days in a calendar year; however, each visit cannot exceed 14 consecutive calendar days. Residents may request a time extension to this visitor timeframe.
2. Visitors to any RAD PBV development shall be required to show a government issued or student photo identification before being allowed to enter a building.
3. Visitors may be required to sign in when entering buildings through a visitor's log prior to entry and residents may be required to escort visitors to and from their units.
4. The CHA may ban visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of other residents, including criminal activity cases for three years or longer if court order approved. Visitors banned for such behavior, will be restricted from entering CHA properties.
5. A resident will be notified in writing by the property manager when a guest of his/hers has been banned. Residents may grieve the CHA's decision to ban a visitor in accordance with the **CHA Grievance Procedure for the RAD PBV Program**.
6. Residents will be required to sign an agreement stating they will not allow the banned visitor into their

unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.

7. Persons that exceed the time as a guest will be considered to reside in the assisted unit without CHA approval and will be considered an unauthorized occupant. The family will be subject to lease termination.
8. Persons residing in the household without CHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination. 24 CFR 966.4(f)(3).
9. Verification of an unauthorized occupancy can be established through the following:
 - a. Government issued ID's or reports.
 - b. 2-Utility Bills for the assisted unit
 - c. Property sign-in logs and/or
 - d. Other documentation or investigation

18-V.D. Live-In Aides

1. A live-in aide is a person whose sole reason for living in the RAD PBV unit is to assist the qualified resident or family member who requires the assistance of the aide. A live-in aide resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and:
 - a. Is determined by a knowledgeable professional to be essential to the care and well-being of the elderly or near-elderly person or family member with a disability;
 - b. Does not have an obligation for the financial support of the person(s); and
 - c. Would not be living in the unit except to provide the necessary supportive services; 24 CFR § 5.403.
2. Live-in aides are household members, not family members, regardless of their familial relationship; therefore, live-in aides retain no rights to a unit upon the death, eviction, departure, or abandonment by the qualified resident with the disability who needed the live-in aide. If the qualified resident requiring the services of the live-in aide dies or leaves the unit, the live-in aide and the live-in aide's family members must vacate the unit within 30 calendar days.
3. If a family member is designated as the live-in aide of another family member, that family member will no longer have remaining rights to the unit should the head of household leave the unit. A Live-in aide who is requesting to add his/her family members to the lease will also have his/her family members status added as live-in aide household members and they will also have no remaining rights to the unit. The live-in aide and his/her household members cannot reclassify themselves as family members.
4. A relative that is already legally obligated to provide care to the family member requiring a live-in aide may not be classified as a live-in aide (i.e. parents cannot be the live-in aide of their child and a spouse cannot be the live-in aide to the other spouse).
5. A live-in aide's income is not counted towards the calculation of the resident's income eligibility or rent for the unit. A live-in aide's family members will not be counted toward the resident's income eligibility, rent, bedroom size, or child deductions for the resident.
6. Live-in aides are required to meet all admissions screening criteria, as well as site-specific screening criteria for mixed-income developments. A live-in aide who does not pass screening will be rejected. Live-in aides can be rejected for a number of reasons including, but not limited to:
 - a. Fraud or any criminal act in relation to any federal housing program; or
 - b. A record of drug-related or violent criminal activity; or
 - c. Owning a debt to any public housing authority or other federally-subsidized housing program.
7. When reviewing a request to add a live-in aide, the CHA will consider:
 - a. Whether the person who will perform the duties of the live-in aide is qualified and able to do the duties; and
 - b. The live-in aide's prior federally-subsidized housing history, if applicable.
8. The CHA will retain the right to review whether a relative is essential to the care of the qualified resident on a case-by-case basis

9. The CHA will supply a bedroom for the live-in aide, if necessary. However, the CHA will not supply a larger unit in order to accommodate the live-in aide's family members.
10. Qualified residents or applicants are required to complete all applicable paperwork regarding the request for a live-in aide. The qualified resident or applicant and the live-in aide are required to complete and sign the *CHA Lease Addendum for Live-In Aides*. Failure to sign the lease addendum or violation of the terms of the lease addendum is grounds for lease termination. The qualified resident or applicant is required to complete a 'Live-In Aide Request Form' or may request assistance from family, friends, advocates, or a property manager to complete the form. The qualified resident or applicant is required to identify a 'knowledgeable professional' to certify the need for a live-in aide.
11. The qualified resident or applicant is required to complete the Certification of Need for a Live-In Aide Form.
12. If a live-in aide is rejected because he/she did not pass screening, the resident may grieve the rejection in accordance with the **CHA Grievance Procedure for the RAD PBV Program**.

18-V.E. Units Occupied by CHA Residents as Employees

1. A CHA resident may become employed by property management. A resident employee's required rent payments cannot be lowered as a part of his/her compensation. If a CHA resident is employed by a property management company and the employment is later terminated, the resident will retain tenancy and be treated as any other resident.

18-V.F. Property Rules

1. Property- specific rules vary by building. Please consult the lease addendum for a complete listing of rules applicable to the property in which you reside.
2. Smoke Free-Unit Policy
 - a. All properties built, acquired or rehabbed by CHA after FY2014 will be smoke-free, and will prohibit the use of all lit tobacco products in all indoor areas of CHA housing—including but not limited to living units, common areas, and administrative office buildings—and all outdoor areas within 25 feet of the housing and administrative office buildings.
 - b. Lit tobacco products involving the ignition and burning of tobacco leaves and includes (but is not limited to) cigarettes, cigars, pipes, and water pipes (hookahs).
 - c. Violation of the smoke-free policy will be considered a lease violation.
 - d. If a resident's property is considered smoke-free, this will be clearly stated in the resident's lease or lease addendum.
 - e. Residents of mixed-finance developments must adhere to the smoking policy referenced in their lease and/or property Tenant Selection Plan (TSP).
3. Firearms Free Policy
 - a. The CHA is a Firearms Free Property. The CHA prohibits displaying, controlling, using, or possessing any firearms, ammunition, or other weapons anywhere on or near CHA property by applicants and residents. Unless required by lawful employment and obtained in accordance with law; firearms, ammunition, or other weapons are strictly prohibited on or near CHA property. **430 ILCS 66/ et seq.**
 - b. No person conducting business, residing, or visiting on or near CHA property is allowed to carry a concealed weapon onto any location owned and operated by the CHA. Firearms, ammunition, or other weapons are prohibited at any CHA offices, sites, and facilities owned and operated by the CHA.
 - c. Applicants who engage in criminal activity, including the displaying, controlling, possessing, or using a firearm in a manner prohibited by law in the last three years, shall not be admitted to RAD PBV housing. The CHA will deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.

- d. Residents and their authorized members, guests, or persons under their control, shall not display, use, control, or possess anywhere on or near CHA property any firearms, ammunition, or other weapons in violation of federal, state, and local laws. It shall be in violation of the CHA's RAD PBV program to:
 - i. Display, intentionally or unintentionally, a weapon while on or near CHA Property, or
 - ii. Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on CHA Property, or
 - iii. Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near CHA Property, or
 - iv. Use, intentionally or unintentionally, a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw, or
 - v. Cause, intentionally or unintentionally, any injury to or on another person, or
 - vi. Cause damage to any personal or real property with the use of a weapon, or
 - vii. Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
- e. Any resident, resident family members, guests, or persons under the resident's control known to be involved in the display, use, possession, or control of any firearms, ammunition, or other weapons on or near CHA owned and operated property will be subject to lease termination.

18-V.G. Lease Renewal

Upon the resident's lease expiration, all RAD PBV leases will be renewed unless good cause exists. Good cause may include grounds for lease termination, income ineligibility, or other non-compliance factors. Good cause will be determined by the CHA.

18-V.H. Transfer Policy

1. The CHA's Transfer Policy outlines the types of transfers administered by the CHA, which transfers are mandatory and which are optional, as well as the eligibility requirements for transfers. CHA's Emergency and Mandatory transfer types have priority over new admissions from a CHA wait list.
2. Transfers will be made without regard to race, color, sex, age (when age eligibility is not a factor), familial status, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. Residents may be transferred to accommodate a disability.
3. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
4. For emergency and mandatory administrative transfers, refusal of a unit offer without good cause will result in lease termination.
5. For voluntary, incentive or senior housing transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. 24 CFR § 1.4 (B)(2)(ii).
6. RAD PBV residents that reside in properties that were previously public housing, including traditional senior buildings; public housing units within mixed-income developments; and legacy public housing sites such as Horner, Lathrop and Ickes that have transitioned to RAD Project-Based Voucher units will be transferred to the next available unit that satisfies their requirements if approved for a transfer. Available units may include other RAD PBV units or any public housing units pending availability. If neither RAD PBV or public housing is available for the approved transfer, a resident may be offered a tenant-based voucher to satisfy the transfer depending on availability and need.
7. RAD PBV residents that reside in new PBV properties (e.g. those projects that are not considered legacy public housing properties, including properties using RAD Transfer of Assistance) will be transferred to other available Project-Based Voucher units in accordance with Chapter 17 ([17-VII.B.](#))

Moves). The CHA will offer the family the following types of continued assistance in the following order, based on the availability of units:

- PBV assistance in the same building or property;
 - PBV assistance in another property; or
 - Tenant-based voucher assistance.
8. The CHA may revise the transfer categories below to create and implement special programs and/or incentives for the benefit of public housing and/or RAD PBV residents.

18-V.I. Transfer Categories

1. Transfers will be assigned to the appropriate categories on the transfer wait list. The CHA has the discretion to make transfers based on the Authority's needs; therefore, residents may be offered a transfer out of transfer category sequence order and/or out of date order. Whenever feasible, transfers will be made within a resident's geographic region or other location of the resident's choice. The transfer categories are as follows:
 - a. Emergency Transfers: A mandatory transfer upon determination by the property manager, the CHA, or determined in a legal proceeding that unit or building conditions or VAWA pose an immediate threat to resident life, health, or safety.
 - i. Prior written notice to the resident is not required for an emergency transfer;
 - ii. Emergency conditions that occur due to abuse or neglect to a unit by the resident will be grounds for emergency transfers; however, the responsible resident will be charged for the damages caused to the unit and/or may have his/her lease terminated;¹⁸ and
 - iii. Refusal to accept an emergency transfer is grounds for lease termination and eviction.
 - iv. CHA has discretion whether to return the resident to the original unit once the emergency is resolved.
 - b. Transfers under the RRC or Post 10/1/99 RRC, which include:
 - i. Transfers out of housing to be demolished, rehabilitated, or revitalized;
 - ii. Transfers back into housing that has been rehabilitated or revitalized;
 - iii. CHA-initiated split family transfers for relocating families; or
 - iv. One time transfers out of mixed-income/mixed-finance housing into a CHA unit where the resident meets the site-specific requirements. This section is not applicable to residents receiving a Voluntary Incentive Transfer to a mixed-income/mixed-finance community.
 2. Households that accepted final replacement housing in mixed-income/mixed-finance housing must meet additional site-specific requirements established in the redevelopment agreement or Tenant Selection Plan (TSP) for the property
 - a. Mandatory Administrative Transfers: Some examples include, but are not limited to:
 - i. A transfer to move residents with disabilities to accessible units or units with features that accommodate their disabilities. **24 CFR § 8.27(a)(1)**.
 - ii. A transfer requested by a resident and approved by the CHA to resolve problems of a life-threatening nature that are not related to unit or building conditions, and not covered under VAWA (see Emergency Transfers) where documented situations of non-random violence that put a resident's life in danger have occurred. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred
 - iii. A transfer to move residents not requiring the accessibility features of their current unit so that the unit may be occupied by a qualified applicant or resident with a disability requiring the accessibility features of the unit. **24 CFR § 8.27(b)**.

¹⁸ A resident may challenge any charges for damages in accordance with the [CHA Grievance Procedure for the RAD PBV Program](#).

- iv. A transfer to move residents with disabilities who, through third-party certification, have a verified need for a reasonable accommodation in the form of a transfer. Property Managers that have transfer requests of this nature must notify the Housing Rights and Nondiscrimination Department and the Occupancy Department. A recommendation to approve the transfer request must be issued by the Housing Rights and Nondiscrimination Department before the transfer is conducted. Examples of such transfers may include, but are not limited to:
 1. Transfers to a unit in closer proximity to healthcare providers;
 2. Transfers to a unit which provides an extra bedroom for a live-in aide, large medical equipment, a separate room for a family member needing extra space for a verified medical need (e.g., a child who may have loud, disruptive/violent outbursts), etc.;
 3. Transfers to a unit located on the first floor of a development;
 4. Transfers to a unit without mobility barriers, such as stairs, carpeting, etc.; and
 5. Transfers to units with sensory equipment.
- v. Transfers to permit unit modernization other than those covered by the RRC or the Post 10/1/99 RRC¹⁹. CHA has discretion whether to return the resident to the original unit once the modernization is complete.
- vi. Transfers initiated by the CHA for families who are over housed (living in a bedroom size too large) in accordance with the [Part III.J - Occupancy Guidelines](#) and transfers initiated by the CHA for families who are overcrowded (living in a bedroom size too small) in accordance with the Occupancy Guidelines²⁰.
- vii. When a head of a household, originally housed in a bedroom by him/herself, gives birth or adopts a child, the family will not be considered overcrowded for this transfer type until the child is two years old.
- viii. Transfers for non-elderly residents after the death or departure of the elderly family's head of household, co-head, or spouse. This transfer is mandatory for residents who were not in residency at senior designated housing on the date of the FY2005 designation. Non-elderly family members that were in residency at senior designated housing on the date of the FY2005 designation²¹ have a right to remain in the unit as a remaining family member.
- ix. Mandatory transfers for non-elderly remaining family members living in senior designated housing who add a non-elderly person to the household. These transfers are only applicable to non-elderly remaining family members who were residing in senior designated housing on the date of the FY2005 designation, and remained in the unit after the death or departure of the elderly family's head of household, co-head, or spouse.
- x. Transfers based on extenuating circumstances.
- xi. Transfers of participants in the Choose to Own homeownership program who have completed the requirements for homeownership and have purchased a home. These households will be transferred to the Housing Choice Voucher program in order to use their subsidy toward their mortgage. These transfers do not apply to households who do not meet the income requirements to receive a Housing Choice Voucher.
- xii. After one year of residency within a RAD PBV property, beginning 365 days after the date of RAD transaction closing (the effective date of the HAP contract) residents may request a Housing Choice Voucher. **Residents must be lease compliant and in good standing with CHA in accordance with [Section 18-V.K.- Residents in Good Standing](#) in order to be approved for the**

¹⁹ For example, rehabilitation that takes place after the completion of the Plan for Transformation.

²⁰ The date of the FY2005 designation is March 14, 2005.

voucher transfer list. If no vouchers are available at the time of the request, eligible households who complete a transfer request will be placed on a tenant-based voucher transfer wait list and will be processed in order of priority detailed herein. Once a family is screened for applicability and suitability for the HCV program, they will be removed from the transfer list and may be afforded the opportunity to re-apply in the event the transfer is not completed due to ineligibility or other reasons.

Similar to the policy for other PBV properties, households within RAD PBV properties requesting the Housing Choice Voucher have priority for issuance and will be offered a voucher based on the number of turnover vouchers available. CHA will cap the number of turnover vouchers available for these transfers to no more than 75 percent of the total number of turnover vouchers in any single year as allowed by HUD regulations.

- b. Voluntary Administrative Transfers:
 - i. Senior designated Housing transfers are available to lease-compliant residents of senior buildings impacted by the FY2005 Senior Designated Housing Plan (SDHP) who wish to transfer from the senior designated housing property to a family property and who were in residency on the date of the FY2005 SDHP designation.
 - ii. Transfers available to elderly lease-compliant residents of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.
- c. RAD PBV to Public Housing Transfers:
 - i. Transfers of public housing residents prior to RAD conversion. For residents seeking to remain in public housing in lieu of becoming participants in the Project-Based Voucher program, CHA will offer the opportunity to move to other CHA-owned public housing properties, if available. Transfer requests may begin approximately 180 days before the prospective effective date of the HAP contract and end on the effective date of the HAP contract. Residents will be responsible for costs associated with this transfer.
 - ii. Transfers between those properties listed as Senior Designated Properties in the FY2010 Senior Designated Housing Plan and subsequent versions, regardless of its designation as a Public Housing property or a RAD PBV property.
- d. Senior Housing Transfers for Good Cause: A transfer requested by lease-compliant heads of household living in a senior-designated property who have been in their current units for at least one year and can request a transfer.
 - i. The CHA will allow a resident living in a senior-designated property who is in good standing to choose the senior designated housing property to which they can request to transfer based on the good cause reason provided in the request.
 - ii. The CHA will process Senior Housing Transfers for Good Cause on an ongoing basis with new admissions from the wait list.
 - iii. Resident lease compliance will be reviewed before the Senior Housing Transfer will take place. Failure to maintain lease compliance will result in the Senior Housing Transfer request being denied and the resident family may be subject to lease termination.

18-V.J. Processing Transfers

1. The CHA maintains the transfer wait list by category and processes these transfers for all properties.
2. Residents may request transfers from property managers with the necessary documentation to substantiate the need for the transfer. Property managers must submit a transfer request package to the CHA, justify the transfer and obtain final approval from the CHA before moving a family into a new unit.
3. In the case of split family transfers, property managers must submit the transfer request package to the CHA Office of the General Counsel for legal determination of split eligibility and rights under the RRC and/or Post 10/1/99 RRC, prior to submittal to the CHA.

4. The CHA will run a criminal and credit check on all adult household members age 18 and over. The CHA will approve the resident's eligibility to transfer based on the documentation provided in the transfer request package and the results of the criminal and credit background check. CHA will provide information to all residents regarding how to obtain a free copy of their credit report. If the request is denied based on the criminal background information, the CHA will provide a copy of the criminal background information used.
5. The Housing Rights and Nondiscrimination Department must approve all mandatory administrative transfers for reasonable accommodations.
6. Within each transfer category, applications will be listed by the date the transfer request package is received by the CHA.
7. With the exception of emergency transfers, a property manager cannot transfer a family until the CHA approves the transfer and informs the property manager that the family has reached the top of the transfer wait list.
8. The CHA shall take into consideration issues of personal safety when transferring families to/from buildings. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence that put a resident's life in danger when contesting transferring to/from a building or area of the city.
9. Transfers may be initiated by the CHA (e.g. moving a resident who does not need the features of an accessible unit to a non-accessible unit).
10. Unit offers for residents on the transfer wait list(s):
 - a. Residents who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
 - i. For mandatory transfers, refusal of a unit offer without good cause will result in lease termination.
 - ii. For voluntary transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4 (B)(2)(ii)**.
 - b. Failing to respond to an outreach will result in the resident's name being removed from the wait list.
11. Residents will be notified of transfers as follows:
 - a. For emergency transfers, there is no notice requirement.
 - b. For RRC transfers and Post 10/1/99 RRC transfers, the property manager will provide notice as required under the RRC and the Post 10/1/99 RRC.
 - c. Property managers may provide less than the 30 calendar day notice for mandatory administrative transfers in which the resident is in danger from domestic violence, sexual violence, dating violence, stalking, or hate crimes, and/or other situations of non-random violence or some medical condition that is not life-threatening but may be exacerbated by their current unit or location.
 - d. For all other transfers, the property manager will provide at least 30 calendar days' notice.

18-V.K. Residents in Good Standing

1. For voluntary administrative, incentive, and senior housing transfers (including RAD PBV to HCV transfers), residents are required to be in good standing.
2. The receiving property manager will screen the resident and household prior to move in. If the criminal and credit check run by the CHA is over 120 days old, the property manager must re-run both checks as part of the screening process. During screening, the receiving property manager will determine if the resident is in good standing and in compliance with the **CHA Residential Lease Agreement for the RAD PBV Program**.
3. The CHA will make exceptions to these good standing requirements in the case of extenuating

circumstances.²²

4. The CHA will provide transfers for victims of domestic violence, sexual violence, dating violence, sexual assault stalking, or hate crimes, and/or other situations of non-random violence even if a resident is not in good standing; however, a new lease will not be executed until the resident resolves all issues related to non-compliance which are not related to the need for the victim assistance transfer.
5. Mandatory transfers do not stop the lease termination process.

18-V.L. Cost of Transfers

1. The CHA will pay the costs associated with moving and transfer of utilities for most transfer types, except transfers where a resident elects to move with a tenant-based voucher or to other public housing due to RAD conversion activity. Additionally, the CHA will not pay the costs associated with moving and transfer of utilities for senior housing transfers.
2. Residents are solely responsible for all costs associated with resident-initiated transfers.
3. Transfers in connection with the RRC and Post 10/1/99 RRC will include moving expenses as defined under the RRC and Post 10/1/99 RRC.

18-V.M. Security Deposits

1. If a resident transfers from one CHA unit to another unit within the same development (intra-development), a new lease will be executed for the dwelling into which the family moves and the security deposit will be moved over to the new unit. If the resident transfers from one CHA development to a different development (inter-development) a new lease will be executed for the dwelling unit into which the family moves and the CHA will refund the resident's security deposit minus any damages assessed. The resident will be responsible for paying a security deposit for the new dwelling unit equal to the original security deposit amount at the previous unit. If a security deposit was not collected on the previous unit a new security deposit equal to the minimum rent will be collected.

18-V.N. Split Family Transfers

1. Split family transfers will be processed in accordance with the policy outlined in this section below:
 - a. Overcrowded families not covered by the RRC or Post 10/1/99 RRC: If a family is overcrowded and the CHA does not have a unit large enough to house the entire household in accordance with the Occupancy Guidelines, and there are adult members in the household, the head of household must decide if all or part of the household will leave RAD PBV housing within 60 calendar days. The family members who leave the unit may apply to CHA's wait lists. The head of household's failure to decrease the household size within 60 calendar days is a serious lease violation, and the family is subject to lease termination and eviction.
 - b. Types of Split Family Transfers for Relocating Families: This section applies to families covered by the RRC or Post 10/1/99 RRC whose right of return or preference for return has not been satisfied.
 - i. CHA-initiated split family transfers for relocating families: The CHA may make a onetime split family transfer when it is evident that the CHA is unable to house the entire family in one unit and must offer two units. The original and splitting family retain their right of return under the RRC or preference for return under the Post 10/1/99 RRC. The splitting family is given the option of a public housing unit or an HCV.
 - ii. Resident-requested split family transfers for relocating families: Families in the process of being relocated under the RRC or the Post 10/1/99 RRC may request a split family transfer. This type of request is granted at the discretion of the CHA. If granted, the CHA will offer the splitting family an HCV rather than a CHA housing unit. The splitting family does not retain any right of return under the RRC or preference for return under the Post 10/1/99 RRC that they may have

²² E.g. One person not in good standing who is living alone in a three bedroom unit and does not want to move to a smaller unit in accordance with the Occupancy Guidelines.

- possessed prior to the split. The original family retains its right of return.
- iii. Splitting families of a 10/1/99 household who are approved for a split with a right of return will not be offered CHA replacement housing until the CHA has offered units to residents in Priorities One through Eight, pursuant to the RRC. Post 10/1/99 splitting families who are approved for a split with a preference for return will not receive an offer of replacement housing until the CHA has offered units to residents in Priority One through Eleven of the RRC.
 - c. The presence of an additional adult family member, with or without children, does not automatically qualify a family for a split family transfer.
 - d. For all types of splits, the head of the splitting family must be a member of the original family's household for at least three consecutive years before the split family transfer can be initiated.
 - e. The head of household and all members, age 18 years and over, of the splitting family must pass applicant screening.
 - f. Split families with a right of return will be transferred, whenever possible, within the same development.
 - g. If that is not possible, an attempt will be made to transfer them within the same neighborhood or geographic region of the city, in which they reside.
 - h. The original family must be lease compliant in order to qualify for a split family transfer. If the original family violates the lease after the family requested a split and the family member requesting to split was not involved in the lease violation and meets all other requirements to split, the split will continue to be processed.
 - i. The CHA will only supply one subsidy per household. Split family transfers will not be allowed to separate co-heads of household or spouses. If a court determines the disposition of property between the head and co-head of household in a divorce or separation under a settlement or judicial decree, the CHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit.

18-V.O. Temporary Relocation and Right to Return to a RAD PBV property

1. Unless not lease compliant, residents are not required to move permanently under the RAD PBV program.
2. In the event of construction or rehabilitation activity at RAD PBV properties that require residents to be temporarily relocated, residents will have the right to return to a RAD-assisted unit once construction is complete. The right to return will remain in the event of a transfer of RAD assistance. The CHA will comply with all RAD PBV relocation provisions as applicable.
3. The CHA may offer residents an opportunity to permanently relocate before or during construction. If a resident accepts the CHA's offer to move permanently, the resident waives their right to return to a RAD-assisted unit after construction is completed.

18-V.P. CHA Work Requirement Policy

1. Every applicant at the time of screening, resident and adult authorized family member of a RAD PBV unit, age 18 up to age 54, is required to be engaged, a minimum of 20 hours a week, on a regular basis, unless the resident or adult authorized family member of the household is exempt or approved for Safe Harbor. Any member of the applicant or resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA Work Requirement. Applicants from CHA wait lists are not eligible for Safe Harbor.
2. Applicants in screening, residents, and adult authorized family members of the household may meet the work requirement through any combination of employment, attendance at an accredited school, educational institution, training program, job readiness, GED or literacy program, internship, or work experience opportunity.
 - a. If an applicant/resident is considered a part-time student at an accredited school, he/she must

- either work or volunteer the remaining 50 percent of the required hours (10 hours).
3. Volunteer or community service opportunities are also allowable provided that the volunteer or community service can be verified and constitutes no more than 50 percent of the required hours for the first three years of compliance.
 4. Residents and adult authorized family members of the household up to 54 years of age, who are in compliance with the CHA Work Requirement, are in compliance with HUD's Community Service and Economic Self-Sufficiency Requirement ([Part IV:.J.- Community Service & Economic Self-Sufficiency Requirement](#)).
 - a. Residents and adult authorized members of the household 55 to 61 years of age who are exempt from CHA's work requirement are NOT exempt from the Community Service and Economic Self-Sufficiency Requirement.
 5. Any non-exempt resident or adult authorized family member of a public housing unit, who fails to meet the CHA Work Requirement and is not approved for Safe Harbor, may subject the entire household to lease termination and eviction.
 6. School Enrollment and the CHA Work Requirement
 - a. All school age authorized members of the household, who are under 18 years of age and who have not completed his/her secondary education, are encouraged to finish his/her enrollment in high school and obtain his/her high school diploma. Any authorized member of the resident's household, who is 17 years of age and not attending school full-time, will be subject to the CHA Work Requirement unless otherwise exempt.
 7. CHA Work Requirement Exemptions
 - a. Residents, applicants, and/or adult authorized family members of the resident's household may be eligible for an exemption from the CHA Work Requirement. An exemption will be provided for residents and/or adult authorized members of the household who are:
 - i. 55 years of age or older;
 - ii. Blind or disabled as defined under 216(i)(1) or 1614 of the [Social Security Act](#) (42 USC 416(i)(1));
 - iii. The primary caretaker of a blind person or person with a disability as defined in number C.2 above;
 - iv. Retired and receiving a retirement annuity or pension;
 - v. Single parent serving as the primary, full-time caretaker for children age 12 months and under; or
 - vi. Receiving TANF and have an active Responsibility and Services Plan (RSP).
 - vii. Victims of federally declared disasters (180 calendar day temporary exemption)
 8. CHA Work Requirement Verification at Scheduled Re-examination
 - a. During the re-examination, the property manager will determine whether each resident and adult authorized family member of the resident's household, age 17 up to age 54, is in compliance with the CHA Work Requirement through a combination of employment, school attendance, or performance of volunteer or community service.
 - b. All information in the resident file must be verified and documented in accordance with [Part IV:E- Re-examinations](#). Any and all relevant documents will be placed in the resident file.
 - c. If a resident and/or adult authorized family member of the resident's household is not in compliance, the property manager will give the resident the opportunity to request Safe Harbor.
 9. Safe Harbor Clause
 - a. Residents and/or adult authorized family members of the resident's household may be eligible for Safe Harbor. When residents and/or adult authorized family members of the resident's household are unable to comply with the work requirement, they may request Safe Harbor consideration. Applicants in screening are not eligible for Safe Harbor.
 - b. Residents and/or adult authorized family members of the resident's household may be eligible for Safe Harbor when they are (this list is not exhaustive):
 - i. Waiting for approval or an appeal of an application for SSI/SSDI;

- ii. Experiencing a temporary medical condition or are the caregiver for someone with a temporary medical condition;
 - iii. Examples of temporary medical conditions include, but are not limited to: a broken bone or infectious mononucleosis, or verifiable physician-ordered bed rest for pregnant women.
 - iv. Separated from employment (within the last 60 calendar days);
 - v. Participating in an active DCFS plan to reunify their family (parents with children under age five) where participation is time consuming;
 - vi. Either the victim or the caregiver for a victim of violence, including but not limited to domestic violence, sexual violence, dating violence, and stalking;
 - vii. Attempted but failed to find adequate child care to allow the residents and/or adult authorized member to work; and
 - viii. Attempted but failed to find employment.
- c. The resident and adult authorized family members of the resident's household, who are approved by the CHA for Safe Harbor, will be required to undergo an interim Safe Harbor re-examination every 180 calendar days from the date that the Safe Harbor request is approved. If the Safe Harbor request occurs during the re-examination, the Safe Harbor request date will be the lease effective date.
- i. The resident and/or adult authorized family member of the resident's household will be required to work with the assigned FamilyWorks provider to create an action plan and Safe Harbor request which will include a description of the steps being taken to move toward becoming compliant. The signed application/action plan will then be submitted to the property management company for approval.
 - ii. Safe Harbor status must be approved every 180 calendar days through an interim Safe Harbor re-examination with property management. Failure to appear for the interim Safe Harbor re-examination is a material lease violation subject to termination.
 1. The FamilyWorks provider will be required to sign off on the Safe Harbor form to indicate that the resident's status is Compliant, Non-Compliant, Exempt, or recommendation for an additional Safe Harbor with a new action plan.
 2. Recommendations for additional Safe Harbor will be approved.
 3. Non-Compliant and Non-engaged residents will be subject to lease termination.
- d. If the resident or adult authorized family member of the resident's household is denied Safe Harbor, the resident has the right to grieve the CHA's decision through the grievance process outlined in the ***CHA Grievance Procedure for the RAD PBV Program***. In certain situations, the resident may be offered (subject to availability), the opportunity to transition to a supportive housing program in lieu of lease termination.
- e. Residents and/or adult authorized family members of the resident's household approved for Safe Harbor status must meet the Community Service/Economic Self-Sufficiency Policy requirement of eight hours per month, unless they qualify for an exemption from the HUD's Community Service/Economic Self-Sufficiency requirement.
- f. Compliance with HUD's Community Service/Economic Self-Sufficiency requirement will be tracked every 180 calendar days at the Safe Harbor interim re-examination.

18-V.Q. Resident Organizations

CHA recognizes duly elected resident organizations in accordance with CHA's Moving to Work (MTW) agreement and practices related to elections, use of CHA's premises, funding levels, and stipends as specified in the funding agreement executed by the CHA with the Central Advisory Council. As noted in Part IV.J., residents' participation in such organizations would qualify as community service activity.

18-V.R. Pet Policy

1. Policy Statement

- a. Under Section 31 of Title I of the [United States Housing Act of 1937](#), residents of federal public housing may own and keep common household pets in accordance with applicable regulations. The following Pet Policy sets forth requirements related to residents who wish to keep common household pets such as dogs and cats in their RAD PBV units.
 - b. Unless otherwise stated, Chapter XII of [CHA Admission and Continued Occupancy Policy](#) (“ACOP”) shall govern the right to possess a pet in CHA RAD PBV units.
 - c. All residents who desire to keep a pet or assistance animal must obtain prior approval by the CHA before the pet/animal enters the unit.
 - d. This policy applies to residents who live in units acquired through the CHA’s Property Investment Initiative.
2. Assistance Animals for Residents with Disabilities
 - a. The CHA and property managers will make reasonable accommodations for qualified persons with disabilities who are in need of an assistance animal. Such a reasonable accommodation will be granted pursuant to [Chapter 2- Fair Housing & Equal Opportunity](#).
 - b. A qualified applicant or resident with a disability may request a reasonable accommodation to this policy at any time.
 3. Ownership of Pets/Assistance Animals. For additional information on CHA’s Pet Policy, please see Chapter XII of the Admissions and Continued Occupancy Policy ([ACOP](#)).

18-V.S. Lease Termination

1. The CHA requires that all resident households abide by their resident obligations and lease agreement in order to remain in good standing for RAD PBV housing.
2. Lease Termination Policy
 - a. The CHA, owner or the head of household may terminate tenancy at any time in accordance with all applicable federal, state and local laws, and the terms of the **CHA Residential Lease Agreement for the RAD PBV Program** (Lease) and **CHA Residential Mixed-Income Lease Agreement Addendum**, as applicable.
 - b. A qualified resident with a disability may request a reasonable accommodation up until the time that he/she voluntarily vacates or is forcibly evicted from the dwelling unit.
 - c. The CHA/owner shall provide the head of household written notice of the termination in accordance with the following schedule:
 - i. Within 14 days, in the case of nonpayment of rent
 - ii. As reasonable but not to exceed 30 days, if the health, safety or welfare of other residents, CHA staff, property management, or the like is threatened
 - iii. 30 days in all other applicable cases
3. Resident-initiated Lease Termination (Including Senior Housing Transfers for Good Cause and Family Public Housing Resident Transfers)
 - a. The head of household may terminate his/her lease by providing 15 calendar days written notice, or by an appropriate alternative format in the case of a person with a disability, to the CHA or the property manager. If there is a co-head of household, they must also sign the written notice in order to terminate the lease.
 - b. There is an exemption to providing 15 calendar days written notice when the head of household is a victim of domestic violence, sexual violence, dating violence, or stalking. When the head of household, and/or their household members are victims of domestic violence, sexual violence, dating violence, sexual assault or stalking, and must leave the unit due to their status as a victim of domestic violence, sexual violence, dating violence or stalking, the victim or another household member shall inform property management within 72 hours but no longer than 30 days from the date of departure, after alternative housing or shelter is found.
4. CHA-initiated Lease Termination
 - a. The CHA or the property manager will terminate a lease for serious or repeated violations of the

- material provisions of the lease and related addenda.
- b. Criminal activity directly relating to domestic violence, sexual violence, dating violence, sexual assault or stalking engaged in by a member of a resident's household or any guest or other person under the control, shall not be cause for termination of assistance or tenancy, or occupancy rights if the leaseholder or other of the leaseholder's household is the victim or threatened victim of that domestic violence, sexual violence, dating violence, sexual assault or stalking and, as a result, could not control or prevent the criminal activity.
 - c. The property manager shall give written notice of proposed lease termination as required by the Lease and applicable regulations. The Notice of Lease Termination will be provided in English, Spanish, or other language as needed²³, or in the alternative format requested by a qualified resident with a disability.
 - d. In the Notice of Lease Termination, the CHA must inform a resident of the reason for the lease termination and of his/her right to grieve the lease termination as provided in the **CHA Grievance Procedure for the RAD PBV Program**.
 - e. Upon the head of household's request, the resident shall have the opportunity prior to a grievance hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
 - i. Requests for copies of documents, records, and regulations shall be submitted in writing by the resident or by the resident's representative to the property manager and the CHA.
 - ii. The property manager and the CHA are required to provide the documents to the resident within five calendar days from the date of the request.
 - iii. If the resident or the resident's representative requests copies within five calendar days of the hearing, copies of documents shall be made available no later than one hour before the hearing is scheduled to begin.
 - iv. The resident or the resident's representative shall be responsible for payment at the time the resident receives the copies from the property manager or the CHA. Costs for copies shall not exceed 10 cents per page.
 - v. Any document requested by the resident or his/her representative, within the appropriate timeframe, that is in the possession of the CHA or the property manager and that is not made available after the resident's request, may not be presented by the CHA or property manager at a grievance hearing.
 - vi. The CHA, its representatives, and/or Property Management shall have the opportunity before the hearing to request copies of all documents, records, and regulations relevant to the grievance that are in the possession of the resident. The head of household, upon request, shall allow the CHA and/or Property Management to make copies of all documents the head of household plans to present at the hearing.
 - vii. Any document requested by the CHA, its representatives, and/or Property Management, within the appropriate timeframe, that is in the possession of the resident and that is not made available after the CHA, its representatives, and/or Property Management's request, may not be presented by the resident at a grievance hearing.
5. **Eviction Actions**
- a. The CHA may only evict a resident from the unit by bringing a court action.
 - b. Only the Cook County Sheriff's Office or another legally-authorized department are authorized to execute an eviction.
 - c. If the resident does not prevail in an eviction action, the resident will be liable for all court costs,

²³ Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a federally assisted program (e.g. public housing) requires service or information in a language other than English in order to be effectively informed of or to participate in the program, the CHA shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide information in appropriate languages to such persons.

- excluding attorney fees. If the resident prevails in an eviction action, he/she is not liable for court costs.
- d. The CHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
 - e. When deciding whether or not to evict for criminal activity, the CHA may consider all the circumstances of the case, including the seriousness of the offense, the impact of the offense on other residents and the surrounding community, the extent of participation by family and household members, and the effects that the eviction would have on family and household members not involved in the proscribed activity.
 - f. In appropriate cases, the CHA may permit continued occupancy by Remaining Family Members (see 18-IV.I) and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit again.
 - g. The CHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to visit and/or reside in the dwelling unit.
 - h. The CHA may place the Remaining Family Members on probation for an appropriate period of time.
6. **Record Keeping Requirements**
- a. The CHA shall maintain a written or electronic record of every lease termination and/or eviction. Copies of all issued termination notices shall become a permanent part of the resident's tenant file.