

**ADMISSIONS AND  
CONTINUED OCCUPANCY  
POLICY**

**HOUSING AUTHORITY OF  
THE CITY OF BANGOR**

**Effective January 1, 2025**



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## Update

On about September 18, 2024, the United States Department of Housing and Urban Development (HUD) announced that public housing authorities like BangorHousing will not be required to be compliant with certain provisions of Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) by January 1, 2025, the prior implementation deadline. This delay is because these provisions require access to new HOTMA-complaint HUD forms in the Housing Information Portal (HIP), which has not been released.

BangorHousing updated and published its Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan (Admin Plan) in reliance on the prior deadline. As a result of HUD's recent announcement, BangorHousing is delaying the implementation of certain sections of its ACOP and Admin Plan, pending further guidance from HUD regarding the full implementation of Sections 102 and 104 of HOTMA. This delay will affect the sections set forth below and any others that are affected by the HOTMA-implementation delay. Following an announcement from HUD, BangorHousing will publicly announce the effective date of any previously delayed sections of its plans.

<b>ACOP Affected Provisions</b>	<b>Admin Plan Affected Provisions</b>
11.0 Asset Limitations	17.0 Asset Limitations
12.2: Net Family Assets	16.3: Net Family Assets
12.3: Determination of Income Using Means Tested Public Assistance	16.4: Determination of Income Using Means Tested Public Assistance
12.6: Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses	16.8: Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses
12.7: Hardship Exemptions to Continue Child-Care Expense Deduction	16.9: Hardship Exemptions to Continue Child-Care Expense Deduction
13: New language regarding EIV	18: New language regarding EIV
16.6: New provisions regarding interims	21.5: New provisions regarding interims





# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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The purpose of this Admissions and Continued Occupancy Policy (“ACOP”) is to establish guidelines for the Housing Authority of the City of Bangor (“BangorHousing”) to follow in determining eligibility for, admission to, and continued occupancy of its public housing units.

This ACOP is drafted pursuant to the requirements of The Department of Housing and Urban Development (“HUD”), and other state and federal law. At times, the ACOP reflects areas where BangorHousing has exercised its discretion. The policies and procedures included in the ACOP apply to applicants, residents, and BangorHousing.

In the event of a conflict with applicable law or changes thereto, the applicable law shall apply.

## 1.0 CIVIL RIGHTS

BangorHousing will fully comply with all civil rights laws, including but not limited to Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disability Act of 1990; the Maine Human Rights Act; and any other applicable federal, state, or local law or ordinances governing the full and fair treatment of all individuals.

BangorHousing will not discriminate against any person because of race or color, sex, actual or perceived sexual orientation (to include actual or perceived gender identity or expression), physical or mental disability, religion, ancestry, national origin or familial status in the price, terms, conditions or privileges of the sale, rental, or lease of any housing accommodations, or in the furnishing of facilities or services in connection with any housing accommodations. BangorHousing will not evict or attempt to evict any tenant of any housing accommodation because of the race or color, sex, actual or perceived sexual orientation (to include actual or perceived gender identity or expression), physical or mental disability, religion, ancestry, national origin or familial status of the tenant.

BangorHousing will not inquire about a person’s actual or perceived sexual orientation or gender identity. BangorHousing may, however, inquire about a person’s gender to determine the number of bedrooms a household may be eligible for under the occupancy standards and/or to accurately complete forms required by HUD.

BangorHousing will provide information to its applicants and tenants about discrimination and the recourse available if they believe they have been victims of discrimination. BangorHousing will assist any family that believes they have suffered illegal discrimination by providing them with

copies of the appropriate complaint forms. BangorHousing will also assist them in completing the forms, if requested and will provide them with the contact information of the Maine Human Rights Commission and the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

BangorHousing is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, or otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of BangorHousing's programs, services and activities.

Therefore, BangorHousing will make reasonable adjustments to its rules, policies, practices, or services when such accommodations may be necessary to afford a tenant or applicant with a physical or mental disability the equal opportunity to use and enjoy a dwelling unit, including public and common use areas, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

BangorHousing will post a copy of its Reasonable Accommodation Policy (the "Policy") in its Administrative Office, located at 133 Davis Road, Bangor, Maine, and on its website at <https://www.BangorHousing.org/>. In addition, individuals may obtain a copy of its Reasonable Accommodation Policy from the BangorHousing's Section 504 Coordinator.

### ***2.1 Authority***

BangorHousing's Policy is based on the following federal and state civil rights laws and regulations: Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II of the Americans with Disabilities Act of 1990 ("ADA"); the Fair Housing Act of 1968, as amended ("Fair Housing Act"); the Architectural Barriers Act of 1968; the respective implementing regulations for each Act; and the Maine Human Rights Act.

### ***2.2 Monitoring***

BangorHousing's Section 504 Coordinator is responsible for monitoring its compliance with its Policy. Individuals who have questions about the Policy, including its interpretation or implementation, can contact BangorHousing's Section 504 Coordinator:

**Housing Authority of the City of Bangor  
Section 504 Coordinator  
133 Davis Road  
Bangor, ME 04401**

**Tel: 942-6365**

**Fax: 942-6043**

### ***2.3 Training***

BangorHousing's Section 504 Coordinator will ensure that appropriate BangorHousing staff receive adequate training about the Policy and applicable Federal, state, and local requirements regarding reasonable accommodations.

### ***2.4 Reasonable Accommodation***

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher Program. BangorHousing generally does not provide a reasonable accommodation without a request first having been made. A request does not need to be made in a particular manner or at a particular time. An eligible person does not need to personally make the request; it can be made by a family member or someone else acting on the person's behalf.

The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis, taking all relevant considerations into account.

### ***2.5 Disability***

An individual is considered disabled if they have a record of or are regarded as having or likely to develop a physical or mental impairment that substantially limits one or more of their major life activities, significantly impairs physical or mental health (i.e., has an actual or expected duration of more than 6 months and impairs health to a significant extent as compared to what is ordinarily experienced in the general population), or requires special education, vocational rehabilitation or related services.

An individual is also considered disabled if they have a record of or are regarded as having or likely to develop any of the following conditions, without regard to severity: absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; intellectual disability; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive developmental disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury.

Physical or mental impairment does not include psychoactive substance use disorders resulting from current illegal use of drugs.

## ***2.6 Processing Requests***

BangorHousing provides a “Request for Reasonable Accommodation” (“Request Form”) to all applicants, residents, and/or individuals who may want to request a reasonable accommodation. Persons requesting an application will receive a Request Form and a Notice of Occupancy Rights under the Violence Against Women Act (“VAWA”).

Requests may, however, be submitted in writing, orally, or by any other equally effective means of communication. If needed as a reasonable accommodation, BangorHousing will assist the individual in completing the Request Form. It may also be provided in an alternative format, upon request.

Within seven days of receipt of a request, BangorHousing will forward the request to the Section 504 Coordinator.

Within fourteen calendar days of receipt of a request, BangorHousing will respond, including whether additional information or documentation may be required. BangorHousing will notify the individual, in writing, of the need for additional information or documentation. The written notification will provide the individual with a reply date for submission of the outstanding information or documentation.

Additional information or documentation may also be required if, for example, the individual’s disability or need for the accommodation are not apparent or readily known to BangorHousing, including but not limited to being documented in BangorHousing’s files for the individual. If BangorHousing requires verification of the individual’s disability and/or need for the accommodation, it will send a request for that verification to the person identified in the Request Form. BangorHousing will send this verification within fourteen days of receipt of the request.

Within twenty-eight days of receipt of the request or receipt of all required supporting documentation (including verification of disability and/or need for the requested accommodation), whichever is later, BangorHousing will provide written notification to the resident (or applicant) of its decision on the request. Verifications are discussed further below. Upon request, the written notification will be provided in an alternate format.

If additional information or documentation is required and BangorHousing does not receive this information or if the information or documentation does not establish that the individual is disabled or needs the accommodation, the request will be denied. In denying the request, BangorHousing

will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BangorHousing's Grievance Policy.

If BangorHousing receives additional information or documentation but it believes that the request is not reasonable (i.e., it would impose an undue financial or administrative burden or it would fundamentally alter the nature of BangorHousing's programs), BangorHousing will engage in an interactive process with the individual where they will discuss whether there is an alternative accommodation that would effectively address the individual's disability-related needs that is reasonable. If the alternative accommodation would effectively meet the individual's disability-related needs and is reasonable, BangorHousing will grant it. If there is not such an alternative accommodation, however, BangorHousing may deny the request. In denying the request, BangorHousing will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BangorHousing's Grievance Policy.

Denials of reasonable accommodation requests are discussed further in Section 2.8 below.

All requests that are approved will be implemented promptly.

## ***2.7 Verification***

BangorHousing may request documentation of the need for reasonable accommodation as identified on the Request Form. BangorHousing may also need to verify the existence of a disability, to the extent necessary to ensure that the individual who made the request has a disability-based need for the requested accommodation.

BangorHousing will not require individuals to disclose confidential medical records in order to verify disability. BangorHousing also will not require specific details regarding the individual's disability or the nature or extent of the disability. BangorHousing will only request documentation to confirm the disability-related need for the requested reasonable accommodation.

If BangorHousing receives documentation that contains an individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the individual's disability, BangorHousing will immediately dispose of this confidential information and note in the individual's file that it received verification of disability, without reference to the specific diagnosis, the date received, and the name and address of the person/organization that provided the verification

The following may provide verification of a disability and the need for the requested accommodation(s):

1. Doctor;
2. Other health professional;
3. Peer support group;
4. Non-medical service agency; or
5. A reliable third party who is in a position to know about the disability.

## ***2.8 Denial of Reasonable Accommodation Request(s)***

Requested accommodations will not be approved if:

1. There is no disability;
2. There is no disability-related need for the accommodation;
3. Granting the requested accommodation would result in violation of state and/or federal law;
4. Granting the requested accommodation would cause:
  - a. A fundamental alteration in the nature of BangorHousing's public housing program;
  - b. An undue financial burden on BangorHousing ; or
  - c. An undue administrative burden on BangorHousing;

## ***2.9 Transfer as Reasonable Accommodation***

BangorHousing shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests a dwelling unit modification that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, and appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, BangorHousing may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications. However, if that resident rejects the offered transfer, BangorHousing shall make modifications to the resident's unit unless doing so would be structurally impracticable

or would result in an undue financial and administrative burden. If the resident accepts the transfer, BangorHousing will work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, BangorHousing shall pay the reasonable moving expenses, including utilities fees and deposits.

### ***2.10 Housing Choice Voucher as Reasonable Accommodation***

1. When issuing a voucher for an accommodation, BangorHousing must include a list of current available accessible units known to BangorHousing, upon request. BangorHousing will also provide search assistance. BangorHousing may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing.
2. Extensions beyond the maximum term of one hundred twenty (120) days are available as reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.
3. BangorHousing may, if necessary, as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities.
4. Upon request by an applicant, participant, or their representative, BangorHousing can grant an exception payment standard up to 120% of the Fair Market Rent ("FMR"). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to BangorHousing.
5. In exceptional cases, BangorHousing may ask the Assistant Secretary for Public and Indian Housing of the U.S. Department of Housing and Urban Development ("HUD") for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

### ***2.11 Assistance Animals***

BangorHousing residents with disabilities are permitted to have assistance animals. An assistance animal is an animal, not just a dog, that is either determined necessary for an individual with a physical or mental disability to mitigate the effects of a mental or physical disability by a physician,

psychologist, physician assistant, nurse practitioner, licensed social worker, licensed professional counselor, or other licensed health professional with knowledge of the disability-related need for an assistance animal; or an animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability. This can include the types of externally-observable work service animals provide but also can include animals providing emotional support, well-being, comfort, or companionship related to an invisible disability; they can—but do not always—have special training to perform tasks that assist people with disabilities.

BangorHousing may ask about the nature of an individual’s disability, if it is not obvious or otherwise known to BangorHousing, and for some evidence that the assistance animal has been trained or prescribed. BangorHousing’s request for this information will be made as discussed above.

Assistance animals are not pets. While assistance animals are subject to BangorHousing’s Pet and Animal Policy, they are not subject to certain rules in the policy that apply only to pets..

## ***2.12 Right to Appeal/Grievance Policy***

1. A public housing resident or applicant may file a complaint in accordance with BangorHousing’s Grievance Policy following a determination by BangorHousing.
2. A Housing Choice Voucher participant or applicant may file a complaint in accordance with BangorHousing’s Grievance Procedure following a determination by BangorHousing.
3. If a resident or applicant feels that they have been discriminated against, including that their reasonable accommodation request has been improperly denied, they can contact the Maine Human Rights Commission or the local HUD office, respectively, as follows:

**Maine Human Rights Commission  
51 State House Station  
Augusta, Maine 04333  
(207) 624-6290**

**Boston Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
Thomas P. O’Neill, Jr. Federal Building  
10 Causeway Street  
Boston, MA 02222-1092**



(617) 994-8300  
(800) 827-5005

### **3.0 ACCESSIBLE DOCUMENTS**

BangorHousing will ensure that documents used by applicants and residents will be accessible for those with vision or hearing impairments and, unless otherwise prohibited, they may be translated into other languages. All documents will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

BangorHousing documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

In addition, BangorHousing will endeavor to have bilingual staff or access to people who speak languages other than English.

Finally, BangorHousing shall utilize multilingual “I speak” cards to the maximum degree possible.

### **4.0 FAMILY OUTREACH**

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

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

### **5.0 RIGHT TO PRIVACY**

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

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

Unless otherwise authorized by law, any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

BangorHousing will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. Statement of Policies and Procedures governing Admission and Continued Occupancy
2. Notice of the status of the waiting list (opened or closed)
3. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, and Resident Facilities and operation hours.
4. Income Limits for Admission
5. Excess Utility Charges
6. Utility Allowance Schedule, if applicable
7. Current Schedule of Routine Maintenance Charges
8. Dwelling Lease
9. Grievance Procedure
10. Fair Housing Poster
11. Equal Opportunity in Employment Poster
12. Any current BangorHousing Notices
13. BangorHousing's PHAS score and designation, if issued.

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete a pre-application. Pre-applications can be obtained during regular business hours at 133 Davis Road, Bangor, Maine, from BangorHousing's website ([www.BangorHousing.org](http://www.BangorHousing.org)), or BangorHousing staff will mail to interested families upon request. BangorHousing is available to help any applicant who requests assistance in completing the pre-application.

Pre-applications are taken to compile a waiting list. Due to the demand, BangorHousing accepts pre-applications on an open enrollment basis, depending on the length of the waiting list.

Completed pre-applications will be accepted for all applicants and BangorHousing will verify the information. BangorHousing will make a preliminary determination of eligibility. Upon completion of this verification process, BangorHousing either pre-approves the applicant family or determines the family to be ineligible. An ineligible family will receive a written notice stating the reason(s) for denial and offer the family the opportunity for an informal review.

If the pre-application is approved, an appointment will be scheduled to complete the next steps in the application process. The applicant will be responsible to provide all eligibility documentation of family status, income, citizenship/eligibility, and social security number(s) and sign consent forms for all members of the household. Once the interview has been conducted and all the information has been obtained, the family is scheduled for an orientation. Once they attend an orientation, the family is placed on the waiting list according to date and time of completed application.

Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that BangorHousing may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to BangorHousing the reason each person or organization may be contacted. BangorHousing will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason BangorHousing may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

The applicant must report changes in their applicant status including changes in family composition, or income. BangorHousing will update the applicant's file.

## **8.0 ELIGIBILITY FOR ADMISSION**

### ***8.1 Introduction***

BangorHousing must ensure that every individual, including any individual who is requested to join a family after the family has been admitted, and family admitted to public housing meets all eligibility requirements. This includes any individual who is requested to join a family after the family has been admitted.

An applicant must meet all eligibility requirements to receive housing assistance. At a minimum, the applicant must be a family; must be income-eligible; and must meet the net asset and property ownership restriction requirements found in Section 11. Such eligible applicants include single persons.

In addition to the eligibility criteria, otherwise eligible families must also meet BangorHousing suitability criteria to be admitted to public housing.

### ***8.2 Eligibility Criteria***

#### **1. Family Status**

An applicant must qualify as a family. Families must have a Head of Household. A family includes the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

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

- b. A group of persons residing together, and such group includes, but is not limited to:
  - i. A family with or without children.
    - 1. A child who is temporarily away from the home because of placement in foster care is considered a member of the family until a DHHS custody decision is reached, at which time eligibility will be re-evaluated.
    - 2. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
    - 3. When a child's primary residence is with a family, that family will be considered a family with children.
  - ii. An elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
  - iii. A near-elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides;
  - iv. A disabled family, which is a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
  - v. A displaced family, which is a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief; and

- vi. The remaining member of a tenant family, which is the member of the family who remains in the unit when other members of the family have left the unit.
  - 1. Household members like live-in aides are not remaining members of a family.
  - 2. A child may be the remaining member of a family so that an adult can become the new head-of-household.

## 2. Income Eligibility

- a. To be eligible for admission to developments or scattered-site units, the family's annual income cannot exceed 80 percent of the median income for the area, adjusted for family size.
- b. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of BangorHousing.
- c. If BangorHousing acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
- d. Income limit restrictions do not apply to families transferring within our Public Housing Program.
- e. BangorHousing may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

## 3. Citizenship/Eligibility Status

- a. Each member of the family receiving assistance must be a United States citizen or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

If one or more family members do not have citizenship or eligible immigration status, those family members may exercise the election not to contend to have eligible immigration status as provided in 24 C.F.R. § 5.508(e). In the event that one or more members of a family elect not to contend that they have eligible immigration status, and other members of the family establish their citizenship or eligible immigration status, the family may be eligible for assistance as provided in this ACOP and under 24 C.F.R. §§ 5.516, 5.518, and 5.520, despite the fact that no declaration or documentation of eligible status is submitted for one or more members of the family. The family, however, must identify in writing to the responsible entity, the family member (or members) who will elect not to contend that he or she has eligible immigration status.

b. Family eligibility for assistance.

- i. Except as provided below, a family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status.
- ii. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance provided in 24 C.F.R. §§ 5.516 and 5.518. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance as provided in 24 C.F.R. §§ 5.516 and 5.518.

4. Social Security Number Documentation

Prior to admission, every family member regardless of age must provide BangorHousing with a complete and accurate Social Security Number (and proof that the Social Security Number belongs to them) unless they do not contend eligible immigration status. An individual's Social Security Number will be verified in the form and manner discussed in Section 13.4.

5. Signing Consent Forms

- a. To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms, including but not limited to the HUD-9886 form.

- b. The consent form must contain, at a minimum, the following:
- i. A provision authorizing HUD or BangorHousing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - ii. A provision authorizing HUD or BangorHousing to verify with previous or current employer's income information pertinent to the family's eligibility for or level of assistance;
  - iii. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - iv. A provision authorizing BangorHousing to obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever BangorHousing determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits; and
  - v. A statement that the authorization to release the information requested by the consent form will remain effective until the earliest of:
    1. The rendering of a final adverse decision for an assistance applicant;
    2. The cessation of a participant's eligibility for assistance from HUD and BangorHousing; or
    3. The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD.

## 6. College Student Eligibility

A college student who receives an athletic scholarship that includes over \$5,000.00 a year for housing costs shall not be eligible for public housing.



### ***8.3 Family Behavior and Suitability Criteria***

1. In selection of families for admission, BangorHousing will screen family behavior and suitability for tenancy. BangorHousing will consider relevant information, which shall include the following:
  - a. History of meeting financial obligations, especially rent.
  - b. History of disturbing neighbors or destruction of property or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other tenants.
  - c. A member of the family was evicted from housing owned or managed by a public housing authority within the last 3 years.
  - d. A member of the family was terminated from participation in a state or federal voucher program within the last 3 years.
  - e. A member of the family has applied for admission to BangorHousing's public housing program within 12 months of the date that a previous application for housing assistance with BangorHousing was denied for any reason other than the failure to meet one or more of the eligibility criteria. The 12-month period shall run from the later of the date of the denial letter or the date of the informal review decision upholding the denial, whichever is later. Notwithstanding the foregoing, BangorHousing will not deny an application for admission to its public housing program when a family member's prior application was denied for criminal activity.
  - f. The family does not supply information or documentation required by the application process.
  - g. A member of the family owes rent or other amounts to any housing authority in connection with their public housing or Housing Choice Voucher program.
  - h. The family failed to respond to a written request for information or a request to declare their continued interest in the program.
  - i. A member of the family committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the

intentional misrepresentation of information related to their housing application or benefits derived there from.

- j. A member of the family has engaged in, or threatened, abusive or violent behavior towards any BangorHousing employee or resident.
  - k. History of other conduct that demonstrates habits and practices that may reasonably be expected to have a detrimental effect on the residents or the project environment.
2. BangorHousing will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. BangorHousing will verify the information provided. Such verification may include but may not be limited to the following:
- a. A credit check of the head, spouse, co-head and all family members 18 years or older.
  - b. A current and up to date rental history check of all adult family members prior to move in. If an applicant has no rental history within the prior 5 years and/or has owned a home, a home visit may be performed by housing personnel. If an applicant is coming from the home of parents or legal guardians, the applicant will be referred to a resident service coordinator to be assisted by giving more detail on maintaining an apartment.
  - c. A criminal background check on all household members over the age of 18, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last seven years. Where the individual has lived outside the local area, BangorHousing may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of BangorHousing who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a

challenge to BangorHousing’s action has expired without a challenge or final disposition of any litigation has occurred;

- d. A check of the State's sex offender registration program for each adult household member, including live-in aides. BangorHousing will utilize the US Department of Justice’s Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

#### ***8.4 Grounds for Denial***

Applicant families may be denied admission to BangorHousing’s public housing program for the following reasons, subject to the timeframes set forth below (if no timeframe is listed, the family would be denied admission for as long as the reason remains):

1. Does not meet one or more of the eligibility criteria set forth in Section 8.2, including the revocation of consent forms or does not meet the net asset and property ownership restriction requirements found in Section 11.
2. A member of the family is currently engaging in the illegal use of a drug, including marijuana or medical marijuana.
  - a. “Currently engaging in” means, with respect to behavior that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. A finding that an individual is currently engaging in behavior must satisfy the preponderance of the evidence standard and must take into account any relevant contrary evidence, such as evidence that the individual has successfully completed substance use treatment services with no evidence of recurrence. In the absence of evidence to the contrary, conduct that occurred 12 months or longer before the determination date does not support a determination that an individual is currently engaging in the conduct at issue.
3. BangorHousing determines that a household member’s illegal use or pattern of illegal use of a drug, or a household member’s abuse or pattern of abuse of alcohol, would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or BangorHousing.

4. A member of the family was evicted from federally assisted housing within the past 3 years because of drug-related criminal activity. The time limit is based on the date of such eviction. However, BangorHousing may admit the household if it determines:
  - a. The evicted household member who engaged in drug-related criminal activity is participating in or has successfully completed substance use treatment services approved by BangorHousing; or
  - b. The circumstances leading to the eviction no longer exist (for example, the household member who engaged in the criminal activity has died or is imprisoned).
5. BangorHousing may prohibit admission of a household if it determines that any household member is currently engaged in or has engaged in during a reasonable time before:
  - a. Drug-related criminal activity;
  - b. Violent criminal activity;
  - c. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.; or
  - d. Other criminal activity which may threaten the health or safety of property management staff or persons performing a contract administration function or responsibility on behalf of BangorHousing (including a BangorHousing employee or Bangor Housing contractor, subcontractor, or agent).

For purposes of this paragraph, a reasonable time is presumed to mean 3 years. However, BangorHousing may impose a longer prohibition based on particular criminal activity but only after it determines, based on empirical evidence, that a longer prohibition is necessary to ensure the health, safety, and peaceful enjoyment of other tenants or property employees.

6. Does not meet one or more of the suitability criteria set forth in Section 8.3.1.
7. **Denied for Life:** Family contains a member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
8. **Denied for Life:** Family contains a member who is subject to a lifetime registration requirement under a State sex offender registration program

BangorHousing's tenant selection criteria are subject to 24 C.F.R. part 5, subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). In other words, an applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. If an applicant believes that they are being denied admission on the basis of or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, they can seek the protections under Section 22 of this ACOP.

If BangorHousing denies an application for criminal activity:

1. BangorHousing may require an applicant to exclude a household member from residing in the unit to be admitted to its public housing program where the household member has participated in or been culpable for the criminal activity that otherwise warrants denial. The duration of any such exclusion shall not extend beyond the time an individual could be denied admission for that action or failure to act and shall be reasonable considering all relevant circumstances, including but not limited to the excluded household member's age and relationship to other household members.
2. Except in those circumstances where a statute requires BangorHousing to deny admission based on criminal activity, reliance on criminal activity in admissions decisions will not occur without an individualized assessment, described below. All determinations to deny admission for criminal activity will be supported by a preponderance of the evidence. The fact that there has been an arrest for a crime is not a basis for the requisite determination that the individual engaged in criminal activity, but the conduct that resulted in the arrest can be such based such a basis provided there is sufficient evidence that it occurred independent of the fact of the arrest. A criminal record may be considered in the individualized assessment only if it is relevant to determining the risk that an applicant would threaten the health, safety or right to peaceful enjoyment of residents or BangorHousing employees.

Before BangorHousing may deny admission on the basis of criminal activity, it will notify the household of the proposed action and provide a copy of any relevant criminal record to the subject of the record and the applicant (except where otherwise prohibited by law) no less than 15 days prior to notification of the denial. During the 15-day period, BangorHousing must provide the subject of any record and opportunity to dispute the accuracy and relevance of that record. BangorHousing must provide the household an opportunity to present any relevant

mitigating information which may include, but is not limited to, the relevant mitigating factors set forth in Section 8.5.

### **8.5 *Individualized Assessment***

Before denying admission based on a criminal record, criminal activity, illegal drug use, or alcohol abuse, BangorHousing will conduct an individualized assessment that takes into account circumstances relevant to the admissions decision, including but not limited to:

1. The nature and circumstances of the conduct in question, including the seriousness of the offense, the extent to which it bears on suitability for tenancy, and the length of time that has passed since the conduct;
2. The extent to which the applicant has taken actions to mitigate the risk that admission of the individual would adversely affect the health, safety, and peaceful enjoyment of the premises by other residents or BangorHousing employees (e.g., evidence of post-conviction rehabilitation, treatment/recovery, employment, or housing history).
3. Whether the applicant would like BangorHousing to consider mitigating circumstances related to a medical condition of a household member, which circumstances must then be considered.
4. Whether the relevant circumstances provide reason to believe such conduct will recur and rise to the level that it may interfere with the health, safety, or right to peaceful enjoyment of the premises by others. In making this determination, BangorHousing will consider relevant evidence, which may include evidence provided by the household that a household member has successfully completed substance use treatment services or has been otherwise rehabilitated successfully along with evidence that the illegal use of a controlled substance or abuse of alcohol, as applicable, has not recurred. For this purpose, BangorHousing may require the applicant to submit evidence of the household member's current participation in, or successful completion of, substance use treatment services, or that the household member is otherwise in recovery from drug use or alcohol abuse.
5. Whether further considerations must be made in order to comply with the obligation to consider and provide reasonable accommodation to persons with disabilities. A reasonable accommodation may include, for example, disregarding the conduct or record if it was disability-related.

Except where BangorHousing solely relies on self-disclosure in reviewing an applicant's criminal record, BangorHousing may deny admission for failure to disclose a criminal record only if that criminal record would be material to an admissions decision under this ACOP.

## **8.6 *Informal Review***

If BangorHousing determines that an applicant does not meet the criteria for receiving public housing assistance, BangorHousing will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 5 business days of the notice. BangorHousing will describe how to obtain the informal review.

The applicant must be given the opportunity to present written or oral objections to BangorHousing's decision. BangorHousing must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision. The participant family may request that BangorHousing provide for an informal hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

## **9.0 MANAGING THE WAITING LIST**

### **9.1 *Opening and Closing the Waiting List***

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

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any other available media.

## ***9.2 Organization of the Waiting List***

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

1. The application will be kept on-file for three (3) years;
2. BangorHousing will maintain separate waiting lists for each of its public housing properties. An applicant may choose the waiting list or lists on which the household will be placed at the time of submission of the pre-application;
3. All active applicants will be maintained in order of bedroom size, and then in order of date and time of application; and
4. Any contacts between BangorHousing and the applicant will be documented in the applicant file.

## ***9.3 Purging the Waiting List***

BangorHousing will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom BangorHousing has current information, i.e. applicant's address, family composition, and income category.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they desire.

## ***9.4 Removal of Applicants from the Waiting List***

BangorHousing will not remove an applicant's name from the waiting list unless:

1. The applicant requests in writing that the name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
3. The applicant does not meet the eligibility or suitability criteria for the program;



4. The applicant fails to report changes in family composition or updated contact information. The applicant will be referred to the Leasing Specialist to complete the pre-application process.
5. The applicant is housed, except that an applicant who becomes a tenant may choose to remain on a waiting list for any of BangorHousing's other public housing properties. A move to another of BangorHousing's public housing property by such a household after it comes to the top of another waiting list shall be treated as a transfer under Section 17.0 of this ACOP.

### ***9.5 Missed Appointments***

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

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

### ***9.6 Notification of Negative Actions***

Any applicant whose name is being removed from the waiting list will be notified by BangorHousing, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time-frame specified.

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

### ***10.1 Preferences***

Eligible applicants are placed on BangorHousing's waiting list (according to the bedroom size for which they qualify) in order of the date and time of the approved application.

BangorHousing has adopted certain preferences, which impacts an applicant's position on the waiting list. Eligibility for a preference does not make a family that is not otherwise eligible, eligible for housing. The preferences that BangorHousing has adopted are:

3. Single persons who are age 62 or older, displaced, homeless, or persons with disabilities over other single persons.

4. In the case of buildings designed for the elderly and disabled, BangorHousing will give preference to admission of elderly and disabled families, then near-elderly families. If there are no such families on the waiting list, units will be offered to eligible families.
5. In selection of families to occupy units with special accessibility features for persons with disabilities, BangorHousing will first offer such units to families which include persons with disabilities who require such accessibility features. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in BangorHousing's other public housing developments who may benefit from the accessible unit. If there are no families residing in BangorHousing's other public housing developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at BangorHousing's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

4. As units become available through turnover, every tenth (10<sup>th</sup>) unit will be made available to a family who is chronically homeless.

### ***10.2 Housing Federal Disaster Victims***

In the case of a federally declared disaster, BangorHousing reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

### ***10.3 Bedroom Size Guidelines***

The guidelines in this section will be used by BangorHousing to determine the number of bedrooms required to accommodate a family, without overcrowding or over-housing.

Generally, two people are expected to share each bedroom. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. In light of the foregoing, BangorHousing will use the following principles to determine the appropriately sized unit for family:

1. Adults, except for spouses and couples, will not be required to share a bedroom, although they may at the request of the family.
2. Exceptions to the largest permissible bedroom size may be made as a reasonable accommodation to persons with disabilities.
3. Children of the opposite sex who are under the age of 5 may, in BangorHousing's discretion, be required to share a bedroom.
4. Adults will not be required to share a bedroom with children over the age of 2, although they may at the request of the family.
5. Live-in aides may get a separate bedroom.
6. In determining bedroom size, BangorHousing will not count children to be born to a pregnant woman; children who are in the process of being adopted; children whose custody is being obtained; children who are subject to a shared primary residence or visitation arrangement (i.e., the child spends 50% or less of his or her time with the family); children who are temporarily away at school; and children who are temporarily in foster-care.

The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

Exceptions to normal bedroom size standards include the following:

1. A family may request a smaller unit size than the guidelines allow. BangorHousing will allow the smaller size unit provided that no more than two (2) people per bedroom are assigned. In such situations, the family will provide a written statement stating they understand they will be ineligible for a larger size unit for 2 years or until the family size increases, whichever occurs first.

2. A family may request a larger unit size than the guidelines allow as a reasonable accommodation.
3. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign an acknowledgement stating they will transfer (at the family's sole expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***10.4 Selection from the Waiting List***

At least 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, BangorHousing will, on a quarterly basis, review the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, BangorHousing will skip higher income families on the waiting list to reach extremely low-income families.

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

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

1. 10% of public housing waiting list admissions during BangorHousing's fiscal year;
2. 10% of waiting list admissions to BangorHousing's Section 8 tenant-based assistance program during the PHA fiscal year; or
3. The number of qualifying low-income families who commence occupancy during the fiscal year of BangorHousing public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

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

### ***10.5 Offer of a Unit***

When BangorHousing discovers that a unit will become available, it will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal.

BangorHousing will contact the family to make the unit offer. The family must respond within seven (7) business days of the offer to contact BangorHousing regarding the offer.

A date and time will be scheduled for a move in inspection, tenant briefing and signing the lease. This verbal offer and the family's decision must be documented in the tenant file.

### ***10.6 Rejection of Unit***

If a family rejects the offered unit without good cause, the family will be placed back on the waiting list. If the family rejects a second offer of a unit, they will be removed from the waiting list. The family may reapply to be placed back on the waiting list. The rejection will be documented in the tenant file.

### ***10.7 Acceptance of Unit***

The family will be required to sign a lease that will become effective on the same day as the move in inspection.

Prior to signing the lease, the head of household and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. The orientation shall include the resident's rights and responsibilities under the Violence Against Women Act and a copy of the grievance procedure is included in the move-in packet.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, if applicable, utility charges, the current schedule of routine maintenance charges, a request for reasonable accommodation form, and any other pertinent notices. These documents will be explained in detail. The applicant will sign a certification that they have received these documents

and that they have reviewed them with BangorHousing personnel. The certification will be filed in the tenant's file.

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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the Total Tenant Payment or \$100.00, whichever is greater.

Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

## **11.0 RESTRICTION ON ASSISTANCE TO FAMILIES BASED ON ASSETS.<sup>1</sup> (SEE NOTE BELOW)**

It is the policy of BangorHousing to determine each family's net family assets annually. Such determinations will be conducted pursuant to this ACOP. BangorHousing will not, however, enforce the following net asset and property ownership restrictions at the time of annual and interim reexaminations.

### ***11.1 Restrictions based on net assets and property ownership.***

1. A dwelling unit in the public housing program may not be rented, to any family if:
  - a. The family's net assets (as defined in 24 C.F.R. § 5.603) exceed \$100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or
  - b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

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<sup>1</sup> This section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the policies in this section.

- i. Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
  - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
  - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
  - iv. Any family that is offering such property for sale.
2. A property will be considered “suitable for occupancy” under paragraph Section 11.1.b, unless the family demonstrates that it:
- a. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
  - b. Is not sufficient for the size of the family;
  - c. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family’s place of work or school would be a hardship to the family, as determined by the PHA or owner);
  - d. Is not safe to reside in because of the physical condition of the property (e.g., property’s physical condition poses a risk to the family’s health and safety and the condition of the property cannot be easily remedied); or
  - e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

## ***11.2 Acceptable Documentation and Confidentiality.***

- 1. BangorHousing will not accept a self-certification that the net assets of a family do not exceed \$50,000. In all instances, BangorHousing will fully verify asset and income information reported by the family.

2. BangorHousing may determine compliance with Section 11.1.b of this section based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
3. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, BangorHousing must comply with the confidentiality requirements under § 5.2007. BangorHousing must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.

### ***11.3 Enforcement.***

1. When recertifying the income of a family that is subject to the restrictions in Section 11.1, BangorHousing may choose not to enforce such restrictions, or alternatively, may establish exceptions to the restrictions based on eligibility criteria.
2. BangorHousing may choose not to enforce the restrictions in Section 11.1 or establish exceptions to such restrictions only pursuant to a policy adopted by BangorHousing.
3. Eligibility criteria for establishing exceptions may provide for separate treatment based on family type and may be based on different factors, such as age, disability, income, the ability of the family to find suitable alternative housing, and whether supportive services are being provided. Such policies must be in conformance with all applicable fair housing statutes and regulations, as discussed in this part 5.

### ***11.4 Delay of Eviction or Termination of Assistance.***

BangorHousing may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law.

## **12.0 INCOME, EXCLUSIONS, AND DEDUCTIONS**

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



## ***12.1 Income***

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

1. All amounts, not specifically excluded in Section 11.2, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
2. When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or BangorHousing believes that past income is the best available indicator of expected future income, BangorHousing may annualize the income anticipated for a shorter period, subject to a recommendation at the end of the shorter period.

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation is permitted only as authorized by 2 above. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$50,000.00 annual income

includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. Welfare assistance payments
    - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
      1. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
      2. Are not otherwise excluded under paragraph Section 11.2 of this ACOP.
    - ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
      1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
      2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's

welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income

- i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to BangorHousing by the welfare agency) plus the total amount of other annual income.
- ii. At the request of BangorHousing, the welfare agency will inform BangorHousing in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform BangorHousing of any subsequent changes in the term or amount of such specified welfare benefit reduction. BangorHousing will use this information to determine the amount of imputed welfare income for a family.
- iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to BangorHousing by the welfare agency).
- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- v. BangorHousing will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- vi. If a resident is not satisfied that BangorHousing has calculated the amount of imputed welfare income in accordance with HUD requirements, and if BangorHousing denies the family's request to modify such amount, then BangorHousing shall give the resident

written notice of such denial, with a brief explanation of the basis for BangorHousing's determination of the amount of imputed welfare income. BangorHousing's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

vii. Relations with welfare agencies

1. BangorHousing will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member and gives BangorHousing written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
  2. BangorHousing is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, BangorHousing is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
  3. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. BangorHousing shall rely on the welfare agency notice to BangorHousing of the welfare agency's determination of a specified welfare benefits reduction.
7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

If the amount of alimony or child support received is less than the amount awarded as part of a divorce, separation agreement, or other proceeding, the full amount of alimony or child support will be included as income unless BangorHousing verifies that the ordered or agreed-upon payments are not being made and the family has taken reasonable legal efforts to attempt to enforce payment or collect amounts due.

It is the family's responsibility to supply BangorHousing with necessary supporting documentation.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### ***12.2 Net Family Assets<sup>2</sup> (SEE NOTE BELOW)***

When determining net family assets, whether at admission or reexamination, BangorHousing will take the following steps:

1. Provide the family with a description of non-necessary personal property and ask the family to estimate the total value of their non-necessary personal property. BangorHousing will assess the list to determine if any of the items are necessary personal property. BangorHousing will make a determination as to each item identified, based on HUD guidance, and if the item is determined to be necessary, or otherwise excluded from net family assets, like a retirement account, educational savings account, etc, it will be excluded from the family's net assets.
2. BangorHousing considers the following to be necessary items of personal property:
  - Any automobile regularly used by a member of the family to commute to work, school, or childcare.
  - Any computer or electronic device (such as laptop, tablet, monitor, or cellphone) that is used by any family member to work, look for work, or study.
  - Any item used for religious purposes (such as a historic book of scripture).
  - Any furniture used in the family's home.
  - Jewelry or other keepsakes which hold religious or cultural value, or deep family significance. For example, a watch which has been in the family and passed down from generation to generation.
3. BangorHousing considers the following to be non-necessary items of personal property:

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<sup>2</sup> This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the policies in this subsection.

- Bank accounts and other financial investments (e.g., checking account, savings account, stocks/bonds).
  - Any automobile that is used purely for recreation (such as an RV or camping trailer) and not for any of the defined “necessary” uses, is a “non-necessary” item of personal property and is included in the calculation of net family assets.
  - Collectible items (such as sports cards or trading cards) that are not used for a work-related purpose by a family member.
4. BangorHousing may make specific determinations of other “necessary” items on a case-by-case basis.

### ***12.3 Determination of Income Using Other Means Tested Public Assistance<sup>3</sup> (SEE NOTE BELOW)***

BangorHousing may determine the family’s income prior to the application of any deductions based on income calculation information from other means-tested forms of federal public assistance programs or agencies, listed below, made within the previous 12-month period.

BangorHousing will use third-party verification, which must include the family size and composition and state the family’s annual income. The verification must be dated within the time frame specified for the type of verification, including within the previous 12-month period for purposes of the specified means-tested forms of federal public assistance. The family members listed in the third-party verification must match the family composition in the assisted unit. The annual income need not be broken down by family members nor income type.

Given that annual income includes income earned from assets, when using Safe Harbor to verify a family’s income, BangorHousing will not inquire as to a family’s net family assets, nor the income earned from those assets except with respect to whether the family owns assets which exceed the asset limitation in 24 CFR § 5.618, if required by BangorHousing.

If multiple determinations are available that meet all of the minimum verification criteria, BangorHousing will use the most recent determination (if completed more than 3 months apart). If determinations were completed within 3 months, BangorHousing will use them in the following order:

1. The Low-Income Housing Tax Credit program (26 U.S.C. 42).
2. The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
3. The Special Supplemental Nutrition for Women, Infants, and Children (42 U.S.C. 786).

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<sup>3</sup> This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the policies in this subsection.

4. The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
5. Medicaid (42 U.S.C. 1396 et seq.).
6. Supplemental Security Income (42 U.S.C. 1381 et seq.).
7. The Earned Income Tax Credit (26 U.S.C. 32).

### ***12.4 Income Exclusions***

Annual income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
  - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
    - i. Distributions of the principal or corpus of the trust; and
    - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
  - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under 18 years of age.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.
9. (i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and  
  
(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
  - a. Student financial assistance, for purposes of paragraph (9)(ii), means a grant or scholarship received from— (1) The Federal government; (2) A State, Tribe, or local government; (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or (5) An institution of higher education.
  - b. Student financial assistance, for purposes of paragraph (9)(ii), does not include— (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section; (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (3) Gifts, including gifts from family or friends; or (4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.
  - c. Student financial assistance, for purposes of paragraph (9)(ii) must be: (1) Expressly for tuition, books, room and board, or other fees required and charged to



a student by the education institution; (2) Expressly to assist a student with the costs of higher education; or (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

- d. Student financial assistance, for purposes of paragraph (9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (9)(ii).
  - e. When the student is also receiving assistance excluded under paragraph (9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:
    - i. If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).
    - ii. If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:
      - 1. the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or
      - 2. the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.
10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

12. (i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);  
  
(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;  
  
(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.  
  
(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.
13. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
14. Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.
15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.
16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
18. 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.

19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.
23. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.
24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
  - (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

- (ii) Direct Federal or State payments intended for economic stimulus or recovery.
  - (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
  - (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
  - (v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
  - (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
  - (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.
28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
- (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
  - (ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

BangorHousing will not provide exclusions from income in addition to those already provided for by HUD.

## ***12.5 Income Deductions***

The following deductions will be made from annual income:

1. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;
2. \$400 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;
3. The sum of the following, to the extent the sum exceeds 10 %<sup>4</sup> of annual income:
  - a. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare prescription drug program; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
4. Reasonable childcare expenses for a child age 12 or under necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

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<sup>4</sup> Families that had received a deduction from annual income because their sum of expenses exceeded 3% of annual income as of January 1, 2024, may be eligible for a financial hardship exemption in accordance with 24 C.F.R. § 5.611(c). Such families may receive a phased-in deduction totaling the sum of eligible expenses.

## ***12.6 Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses<sup>5</sup> (SEE NOTE BELOW)***

1. Phased-in Relief. All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after BangorHousing implements HOTMA (this date will be publicly announced when available). Phased-in Relief will not be available to new admissions.

Families who receive this phased-in relief will have eligible expenses deducted as follows:

- a. 1st twelve months– in excess of 5% of annual income.
- b. 2nd twelve months – in excess of 7.5% of annual income.
- c. After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for General Relief.

Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief.

2. General Relief. A family may request a hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses.
  - a. Eligibility: A family must demonstrate that their applicable expenses increased or they experienced a change in circumstances that resulted in a financial hardship, as defined below, that would not otherwise trigger an interim reexamination. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption under 5.611(c)(1)
  - b. A change in circumstances includes the need for new, qualifying, health/medical, reasonable attendant care and auxiliary apparatus expenses or an increase in the cost of qualifying expenses so that qualifying expenses exceed 5% of the family's annual income.

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<sup>5</sup> This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the policies in this subsection.

- c. The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier.

Additional 90-day exemptions will not be permitted. If a request for General Relief is denied, the family will have the right to appeal the decision in accordance with BangorHousing's Grievance Procedure.

3. Verification of General Relief Request. BangorHousing will obtain third-party verification of the family's inability to pay rent or must document in the file the reason third-party verification was not available. BangorHousing will attempt to obtain third-party verification prior to the end of the 90-day period.

BangorHousing will comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine eligibility for a financial hardship exemption for unreimbursed health and medical care expenses.

BangorHousing may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, BangorHousing will redact all personally identifiable information. BangorHousing will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable. Among other obligations, this includes providing for reasonable accommodations that may be necessary for persons with disabilities.

4. Attendant Care. BangorHousing will accept written third-party documents provided by the family. If family-provided documents are not available, BangorHousing will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

- a. Written third-party documents provided by the family, such as receipts or canceled checks.
- b. Third-party verification form signed by the provider, if family-provided documents are not available.

- c. If third-party verification is not possible, written family certification as to costs anticipated to be incurred and the anticipated period.

Auxiliary apparatus expenses will be verified through:

- a. Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the period for which the hardship is requested.
- b. Third-party verification form signed by the provider, if family-provided documents are not available.
- c. If third-party or document review is not possible, written family certification of estimated apparatus costs for the period for which the hardship is requested.

In addition, BangorHousing will verify that:

- a. The family member for whom the expense is incurred is a person with disabilities.
- b. The expense permits a family member, or members, to work.
- c. The expense is not reimbursed from another source.

Family member(s) permitted to work:

- a. BangorHousing will verify that the expenses claimed enable a family member, or members, including the person with disabilities, to work.
- a. BangorHousing will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.
- b. This documentation may be provided by the family. If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense enables a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses



- a. To be eligible, the costs must not be reimbursed by another source.
- b. The family is required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

***12.7 Hardship Exemption to Continue Child-Care Expense Deduction<sup>6</sup> (SEE NOTE BELOW)***

1. BangorHousing will grant a Child-Care Expense Hardship Exemption for families to continue receiving the child-care expense deduction under certain circumstances. Specifically, the hardship exemption will be granted when a family member is no longer working, looking for work, or attending school and the child-care expense deduction is necessary for the family to pay rent.

A family may request a Child-Care Expense Hardship Exemption if:

- a. The family no longer qualifies for the child-care deduction because no member of the family is working, seeking work, or furthering their education.
- b. The child-care deduction is necessary to pay rent.
- c. The family has not provided Notice to Move.

The Hardship Exemption will end when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever is earlier. Additional 90-day exemptions will not be granted by BangorHousing.

Further, BangorHousing may terminate the hardship exemption if it is determined that the family no longer needs the exemption.

2. Change in Circumstances. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

If the family reports the change in circumstances in a timely manner (e.g., within 5 business days), BangorHousing will provide the family with advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that notice period.

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<sup>6</sup> This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the policies in this subsection.

If the family does not report the change in a timely manner, the adjustment will be made retroactive to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

### ***12.8 Receipt of a Letter or Notice from HUD Concerning Income***

1. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.
2. The Executive Director or the Executive Director's designee shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
3. After the reconciliation is complete, BangorHousing shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month or as required by Maine State law. In addition, if the resident had not previously reported the proper income, BangorHousing shall do one of the following:
  - a. Immediately collect the back rent due to BangorHousing;
  - b. Establish a repayment plan for the resident to pay the sum due to BangorHousing;
  - c. Terminate the lease and evict for failure to report income; or
  - d. Terminate the lease, evict for failure to report income, and collect the back rent due to BangorHousing.

### ***12.9 Cooperating with welfare agencies***

BangorHousing will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

1. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and

2. To provide written verification to BangorHousing concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

### ***12.10 Cooperating with Law Enforcement Agencies***

BangorHousing will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. BangorHousing will supply, upon lawful request: (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The local enforcement officer must submit a request that is: (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought and may include other personal information used for identification. The request should also comply with the following requirements:

1. The law enforcement agency shall notify BangorHousing that the fugitive felon and/or parole or probation violator:
  - a. is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor;
  - b. is violating a condition of probation or parole imposed under Federal or State law; or
  - c. has information that is necessary for the officer to conduct his/her official duties;
2. The location or apprehension of the recipient is within BangorHousing's official duties; and,
3. The request is made in the proper exercise of the law enforcement agency's official duties.

## **13.0 VERIFICATION<sup>7</sup> (SEE NOTE BELOW)**

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

BangorHousing will use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses.

BangorHousing will use EIV, discussed below, and obtain an Income Report for each household during annual recertifications.

BangorHousing will review the EIV New Hires report for households that have an interim reexamination to decrease rent. BangorHousing will advise families that if it is later determined that a family inaccurately reported income during an interim reexamination, the family may owe BangorHousing for any miscalculation in rent based on the family's incorrect reporting.

### ***13.1 Acceptable Methods of Verification***

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

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

#### **1. Up-front Income Verifications (UIV)**

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

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<sup>7</sup> Portions of this section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the relevant policies in this section.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. BangorHousing will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Validation Tool (IVT), (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

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

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless

approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

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

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

The EIV Income Report must remain in the tenant file not to exceed three years and no longer than three years from the end of participation (EOP) date. BangorHousing is required to maintain at a minimum, the last three years of the form HUD-50058 and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

## **2. Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or BangorHousing request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. BangorHousing may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

BangorHousing will obtain at least two current and consecutive pay stubs totaling at least one month for determining annual income from wages. For new income sources or when two pay stubs are not available, BangorHousing will project income based on the information from a traditional written third-party verification form or the best available information.

**Note:** Documents older than 60 days (from BangorHousing interview/determination or request date) are acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

**Note:** Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

### **3. Written Third-Party Verification Form**

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by BangorHousing. The form is completed by the third-party by hand (in writing or typeset) when sent the form by BangorHousing.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires BangorHousing to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

BangorHousing will allow ten (10) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

#### **4. Third-Party Oral Verifications**

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

BangorHousing will allow five calendar **days** for the return of third-party oral verifications prior to continuing on to the next type of verification.

#### **5. Review of Documents**

When UIV, written and oral third-party verifications are not available within the ten (10) **calendar day** period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, BangorHousing will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

#### **6. Self-Certification and Self-Declaration**

When UIV, written and oral third-party verifications are not available within the ten (10) **calendar day** period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, BangorHousing will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, BangorHousing will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.



Level	Verification Technique	Ranking
6	<b>Up-front Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest (Mandatory)</b>
5	<b>Up-front Income Verification (UIV)</b> using non-HUD system	<b>Highest (Optional)</b>
4	<b>Written Third-Party Verification</b>	<b>High</b> (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third-Party Verification Form</b>	<b>Medium-Low</b> (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third-party verification is not available)
1	<b>Tenant Declaration</b>	<b>Low (Use as a last resort when unable to obtain any type of third-party verification)</b>

### 13.2 Types of Verification

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

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers,	

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by a private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution: if total assets are \$5,000 or more	Passbook, most current statements: if total assets are less than \$5,000
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
	N/A	

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
Assets disposed of for less than fair market value		Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> </ul>	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	<ul style="list-style-type: none"> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

### ***13.3 Verification of Citizenship or Eligible Noncitizen Status***

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

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

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. BangorHousing will make a copy of the individual's INS documentation and place the copy in the file. BangorHousing will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, BangorHousing will mail information to the INS in order that a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

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

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

### ***13.4 Verification of Social Security Numbers***

Prior to admission, every family member regardless of age must provide BangorHousing with a complete and accurate Social Security Number (with proof that the Social Security Number belongs to that person) unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. BangorHousing may grant one ninety (90) day extension for newly added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

The disclosure of a Social Security Number for participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, shall be governed by 24 C.F.R. § 5.216.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, BangorHousing will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a family member is unable to provide a Social Security card or other evidence of their Social Security Number, BangorHousing may also accept a notarized declaration, made under the penalty of perjury, from the person stating: 1. Why they cannot obtain or do not have their Social Security card, and 2. What their Social Security Number is. If BangorHousing accepts this declaration as evidence of a person's Social Security Number, BangorHousing will review the Failed SSA Identity Report to quickly identify any participants whose identity is not verified.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. BangorHousing may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

### ***13.5 Timing of Verification***

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

When an interim reexamination is conducted, BangorHousing will only verify and update those elements reported to have changed.

### ***13.6 Frequency of Obtaining Verification***

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

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission.

### ***13.7 Special Verification for Adult Students***

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. BangorHousing shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, BangorHousing shall determine if any of the scholarship is available for housing costs.

### ***13.8 Discrepancies in Verified Information***

An EIV Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, BangorHousing will:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, BangorHousing will request from the third-party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively\*; and
5. Take any other appropriate action.

\* BangorHousing will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest BangorHousing's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. BangorHousing will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.



When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, BangorHousing will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, BangorHousing may reject any tenant-provided documentation if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e. does not appear to be authentic).

BangorHousing will explain to the tenant the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that BangorHousing deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to BangorHousing.

If the third-party source does not respond to BangorHousing's request for information, the Authority is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

BangorHousing will then pursue lower-level verifications in accordance with the verification hierarchy.

## **14.0 RENT**

### ***14.1 Family Choice***

Once a year, families can choose between paying either a flat rent or an income-based rent, determined in accordance with this ACOP and applicable federal regulations.

Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent.

Non-Public Housing Over-Income Families must pay the Alternative Non-Public Housing Rent, as determined in determined in accordance with this ACOP and 24 C.F.R. § 960.102.

1. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would

otherwise undergo. However, families that BangorHousing determines exceed the Over-Income Limit described in 24 C.F.R. § 960.507(b), are subject to the income examination and notification requirements under 24 C.F.R. § 960.507(c).

2. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - a. The family's income has decreased.
  - b. The family's circumstances have changed, increasing their expenses for child care, medical care, etc.
  - c. Other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.
3. Families have only one choice per year except for cases of financial hardship. For families to make informed choices about their rent options, BangorHousing will provide them with the following information whenever they have to make rent decisions:
  - a. BangorHousing's policies on switching types of rent in case of a financial hardship; and
  - b. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, BangorHousing will provide the amount of income-based rent for the subsequent year only for the year BangorHousing that conducts an income reexamination or if the family specifically requests it and submits updated income information.

## ***14.2 The Income Method***

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income;
3. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion

of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or

4. The minimum rent of **\$50**.
5. The Alternative Non-Public Housing Rent, as determined in accordance with 24 C.F.R. § 960.102.

### ***14.3 Minimum Rent***

BangorHousing has set the minimum rent at **\$50**. If family cannot pay this amount, it can complete a Minimum Rent Financial Hardship Application so that BangorHousing can determine whether a hardship exemption is appropriate.

Upon submission of the application, BangorHousing will suspend the minimum rent beginning the month following the family's request until BangorHousing can determine whether a hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  - b. When the family would be evicted because it is unable to pay the minimum rent;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment, or the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education or similar items;
  - d. When a death has occurred in the family.

2. No hardship. If BangorHousing determines that no qualifying hardship exists, minimum rent will be reinstated immediately and the family must repay any back rent owed from the time that minimum rent was suspended, if any.
3. Temporary hardship. If BangorHousing reasonably determines that there is a qualifying hardship but that it is of a temporary nature (a hardship that lasts three months or less), the minimum rent not be imposed for a period of 90 days from the month following the date of submission of the application. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. BangorHousing will work with a tenant on the repayment of the suspended rent. However, even while minimum rent is suspended, tenants are responsible for the timely payment of excess utility charges, maintenance charges, and/or on existing repayment agreements. During the suspension period BangorHousing will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. Long-term hardship. If BangorHousing determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. BangorHousing will review a long-term exemption every 120 days.
5. Appeals. The family may use the grievance procedure to appeal BangorHousing's determination regarding the hardship. No escrow deposit will be required in order to proceed with the grievance.

#### ***14.4 Flat Rent***

BangorHousing has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. BangorHousing determined the market value of the unit and set the rent to be at least 80% of the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 45-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 16.3).

BangorHousing will post the flat rents at each of the developments and at its Administrative Office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

#### ***14.5 Ceiling Rents***

BangorHousing has set ceiling rents for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. BangorHousing determined the market value of the unit and set the rent to be at least 80% of the market value. The amount of the ceiling rent will be reevaluated annually and adjustments applied. Affected families will be given a 45-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

#### ***14.6 Rent for Families under the Noncitizen Rule***

1. Preservation Assistance. Preservation assistance is available to tenant mixed families, following completion of the appeals and informal hearing procedures provided in 24 C.F.R. § 5.514. There are three types of preservation assistance:

- i. Continued assistance, as provided in 24 C.F.R. § 5.518(a);
- ii. Temporary deferral of termination of assistance, as provided in 24 C.F.R. § 5.518(b); or
- iii. Prorated assistance, as provided in 24 C.F.R. § 5.520.

**2. Proration of Assistance.** This section applies to a mixed family other than a family receiving continued assistance, or other than a family who is eligible for and requests and receives temporary deferral of termination of assistance. An eligible mixed family who requests prorated assistance must be provided prorated assistance.

BangorHousing will prorate the family’s assistance, except as provided in 24 C.F.R. § 960.507, as follows:

1. Determine the total tenant payment in accordance with 24 CFR 5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status).
2. Subtract the total tenant payment from BangorHousing’s established flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
3. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”

4. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”).

The product of steps 1 through 4 above is amount of subsidy for which the family is eligible (“eligible subsidy”). The family’s rent is BangorHousing’s established flat rent minus the amount of the eligible subsidy.

When the mixed family's TTP is greater than the flat rent, BangorHousing must use the TTP as the mixed family TTP. The PHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent.

### ***14.7 Utility Allowance***

BangorHousing will pay the bill for basic utilities on its properties. In return, the residents will be expected to consume utilities based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the usage, BangorHousing will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Usage will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the usage allowances.

For BangorHousing paid utilities, BangorHousing will monitor the utility consumption of each household. Any consumption in excess of the allowance established by BangorHousing will be billed to the tenant monthly, quarterly or at the end of the heating season in the case of oil heated units.

Requests for relief from surcharges for excess consumption of BangorHousing purchased utilities may be granted by BangorHousing on reasonable grounds. Reasonable requests shall be granted to families that include an elderly person or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of any utility allowance changes.

### ***14.8 Paying Rent***

Rent and other charges are due and payable on the first day of the month. Rent is collected at **133 Davis Road**. Reasonable accommodations for this requirement will be made for persons with disabilities. Rent must be paid by check, credit card, electronic transfer, or money order only.

If the rent is not paid by the seventh of the month, a 30-Day Notice of Lease Termination will be issued to the tenant. In addition, a 4% late charge will be assessed if the rent is not paid by the fifteenth (15<sup>th</sup>) day of the month. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$29 for processing costs. Under these circumstances no future payment of rent or charges by personal check will be allowed for a minimum of one year.

## **15.0 COMMUNITY SERVICE AND SELF-SUFFICIENCY**

### ***15.1 General***

In order to be eligible for continued occupancy, each nonexempt adult family member (18 years or older) must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program for eight hours per month. The Community Service and Self-Sufficiency Requirement (CSSR) can also be met by performing a combination of eight hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

### ***15.2 Exemptions***

Exempt individuals are an adult who:

1. Is 62 or older.
2. Is:
  - a. A blind or disabled individual, as defined under Section 216(i)(1) or Section 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart; or
  - b. Is a primary caretaker of such individual.
3. Engaged in work activities for at least 20 hours a week.
4. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program;

5. 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 U.S.C. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program
6. Providers of childcare services to an individual who is participating in a community service or economic self-sufficiency program.
7. Adults with children under the age of one year. If there is more than one adult in the household, only one adult is eligible for the exemption.
8. Is a member of a Non-Public Housing Over-Income Family.

### ***15.3 Notification of the Requirement***

BangorHousing shall identify all adult family members who are apparently not exempt from CSSR at the time of move in.

BangorHousing shall notify all such family members of the CSSR and of the categories of individuals who are exempt. The notification will provide the opportunity for family members to claim an exemption in writing.

BangorHousing will review the claimed exemption and determine whether the individual is exempt. As part of this process, BangorHousing may require that the individual claiming the exemption submit paperwork in support thereof. If the individual does not agree with the determination, he or she can appeal by following the Grievance Policy.

Changes in exempt or non-exempt status of a resident shall be reported by the resident to BangorHousing within ten (10) calendar days of the change.

### ***15.4 Community Service and Economic Self-Sufficiency Opportunities***

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

1. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding



programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

2. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
5. BangorHousing housing to improve grounds or provide gardens (so long as such work does not alter BangorHousing's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with BangorHousing -run self-sufficiency activities including supporting computer learning centers; and,
6. Care for the children of other residents so parents may volunteer.

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

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards, (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English Proficiency classes;

8. Budgeting and credit counseling.

BangorHousing will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of available and eligible positions.

Together with the resident advisory councils, BangorHousing may create community service positions such as hall monitoring, litter patrols, and supervising and record keeping for community service participants.

### ***15.5 The Process***

At admission, the following will occur:

1. BangorHousing will provide a list of community service and/or economic self-sufficiency opportunities to family members and it will provide information for obtaining suitable positions.
2. BangorHousing will give the family a written description of the service requirement, and of the process for claiming status as an exempt person and for its verification of such status.
3. BangorHousing will provide a time sheet to non-exempt family members. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
4. BangorHousing will assign non-exempt family members to Property Manager Assistant who will assist the individual in identifying appropriate positions and in meeting their responsibilities. The Property Manager Assistant will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
5. All adult members (18 or older) will sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

At least 30 days before the annual reexamination and/or lease expiration, BangorHousing will review the exempt or nonexempt status and compliance of non-exempt family members. At each regularly scheduled rent re-examination, each non-exempt family member presents a signed

certification on a form provided by BangorHousing of CSSR activities performed over the previous twelve (12) months. BangorHousing will obtain third-party verification of CSSR completion administered through outside organizations.

Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status.

### ***15.6 Notification of Non-Compliance***

BangorHousing will not evict a family due to non-compliance with the CSSR. If BangorHousing finds that a tenant is non-complaint with CSSR, it will provide written notification to the tenant of the noncompliance, which will include:

1. A brief description of the finding of non-compliance with CSSR;
2. A statement that BangorHousing will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with BangorHousing or the family provides written assurance that is satisfactory to BangorHousing explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on BangorHousing's determination, and the tenant may exercise any available judicial remedy to seek timely redress for BangorHousing's nonrenewal of the lease because of such determination.

### ***15.7 Opportunity for Cure***

BangorHousing will offer non-complaint family members the opportunity to enter into a work-out agreement. The agreement provides for the number of hours that the family member is deficient and shall complete over the 12-month period of the agreement. The agreement shall also provide that the non-exempt family member shall remain current on his or her CSSR obligations. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

A member of the property management team will assist the family member in identifying community service opportunities and will track compliance on a monthly basis.

If a family member refuses to sign a written work-out agreement or fails to comply with the terms of the work-out agreement, BangorHousing will initiate termination of tenancy proceedings at the

end of the current 12-month lease term due to the fact that the family has failed to comply with lease requirements. When initiating termination of tenancy proceedings, BangorHousing will provide the following procedural safeguards:

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

### ***15.8 Prohibition Against Replacement of Agency Employees***

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

### ***15.9 Family Self-Sufficiency Program***

The purpose of BangorHousing's Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of assistance under the public housing program with public and private resources to enable participating families to increase earned income, reduce or eliminate the need for welfare assistance and make progress toward achieving economic independence and housing self-sufficiency.

## **16.0 REEXAMINATION**

For families who pay an income-based rent, BangorHousing will conduct a reexamination of family income and composition at least annually and will make appropriate adjustments in rent after consultation with the family and upon verification of the information.

For families who choose flat rents, BangorHousing will conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years.

For all families who include nonexempt individuals, as defined in 24 C.F.R. § 960.601, BangorHousing will determine compliance once each twelve months with CSSR.

BangorHousing will not conduct an annual reexamination of family income for NPHOI Families.

The results of the reexamination determine (1) whether the family remains eligible for public housing; (2) the rent the family will pay, and (3) whether the family is housed in the correct unit size.

### ***16.1 General***

BangorHousing will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview, if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

Every year, BangorHousing will fully verify asset and income information reported by the family.

When fully verifying assets, BangorHousing will obtain a minimum of 3 account statements to verify the balance and any interest on accounts, including any checking and savings accounts. On or after January 1, 2024, each family member over the age of 18 must sign and submit consent forms, including but not limited to the HUD-9886 form. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2024, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances: (i) When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form; (ii) When a member of the family turns 18 years of age, that family member must sign and submit a consent form; or (iii) As required by HUD or BangorHousing in administrative instructions.

An executed consent form (Form HUD-9886) will remain effective until the family is denied assistance, the assistance is terminated, or the family (or members of the family) revokes the consent form. While families (and members of the family) have the right to revoke consent forms,

revoking consent will result in the termination or denial of assistance.

Any consents received by BangorHousing pursuant to the foregoing paragraph shall be similar in substance to the consents required by Section 8.2.

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

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. BangorHousing will verify this information using the Dru-Sjodin National Sex Offender Database and the Maine State Sex Offender database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, a 10-year State of Maine registration, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history or sex-offender status on their application and/or recertification forms, the BangorHousing will pursue eviction of the household.

If a family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

### ***16.2 Missed Appointments***

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in BangorHousing taking eviction actions against the family.

### ***16.3 Flat Rents***

The annual letter to families paying the flat rent will, at a minimum, contain the following information:

1. That the family has the option, at the annual examination, of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.

2. The amount of the flat rent.
3. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
4. Families who opt for the flat rent will go through the income reexamination process every three years, unless the family is over-income, subject to Section 16.9 of this ACOP, and required to undergo interim reexaminations at twelve-month intervals.
5. That families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - a. The family's income has decreased.
  - b. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  - c. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
6. Once a family returns to the income-based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.
7. The dates upon which BangorHousing expects to review the amount of the flat rent, the approximate rent increases the family could expect, and the approximate date upon which a future rent increase could become effective.
8. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, BangorHousing will send a reexamination letter to the family offering the choice between a flat or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, BangorHousing may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with BangorHousing representative, they may make the selection on the form and return the form to BangorHousing. In such case, BangorHousing will cancel the appointment.

For a family that chooses the flat rent option, BangorHousing will conduct a reexamination of

family income and composition at least once every three years, except for families that BangorHousing determines exceed the OI Limit. Once BangorHousing determines that a family has an income exceeding this limit, BangorHousing must follow the income examination and notification requirements applicable to Over-Income Families.

#### ***16.4 The Income Method***

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

Upon receipt of verification, BangorHousing will determine the family's annual income and will calculate their rent as follows, which is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income; or
3. The welfare rent;
4. The minimum rent; or
5. The amount calculated pursuant to 15.10.

#### ***16.5 Effective Date of Rent Changes for Annual Reexaminations***

In the event of an increase in rent, the new rental amount will be due only after a minimum of 45 days written notice to the family.

In the event of an increase in rent that is delayed due to a reason beyond the control of the family, then the increase will be effective the first of the month after the expiration of a 45-day notice of increase. In the event of a reduction in rent that is delayed due to a reason beyond the control of the family, then the reduction will be effective retroactively to the date of the recertification.

If the family caused the delay, then any increase will be effective upon the expiration of the notice referred to above. Any reduction will be effective the first of the month after the rent amount is determined.



## **16.6 *Interim Reexaminations and Reporting Changes*<sup>8</sup> (SEE NOTE BELOW)**

1. Families must report, in writing, all changes in family income or composition within 10 business days from the effective date of the change to be considered timely.
  - a. When a family timely reports a change in family income or composition that will result in an increase in tenant rent, the family will be provided a minimum of 30 days' notice of the rent increase, or more if required by law, The rent increase will be effective on the first day of the month following the end of the applicable notice period.
  - b. When a family timely reports a change in family income or composition that would result in a decrease in tenant rent, the decrease will be effective on the first day of the month after the date of the actual change leading to interim reexamination of family income.
  - c. When a family does not timely report a change in family income or composition that will result in an increase in tenant rent, that increase will be applied retroactively to the first of the month following the date of the change. The family will owe BangorHousing the difference between the rent paid and the higher rental amount owed for each month from the time in the change in circumstance through the date of the interim reexamination.
  - d. When a family does not timely report a change in family income or composition that would result in a decrease in tenant rent, BangorHousing will apply the decrease no earlier than the first of the month following completion of the reexamination, unless the family's failure to report the change was due to circumstances outside of the family's control (e.g., medical emergency, natural disaster, employer wage theft, disruptions to BangorHousing's operations).

If BangorHousing has determined that the late report was outside of the family's control, then it may apply the decrease retroactively to the later of the first of the month following the date of the actual decrease or the effective date of the most recent admission, interim, or annual income examination.

2. BangorHousing will conduct an interim reexamination when it becomes aware that the family's adjusted income has changed by an amount that is estimated to result in a

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<sup>8</sup> Portions of this section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 ACOP for further direction regarding the relevant policies in this section.

decrease of at least 10% of the family's annual adjusted income. Calculated percentage decreases less than 10% will be rounded up to the nearest whole number (e.g., a 9.5% decrease will be rounded up to 10% and a 9.4% decrease will be rounded down to 9%). BangorHousing will conduct a reexamination for all decreases in adjusted income when a family member permanently moves out of the unit.

3. BangorHousing will conduct an interim reexamination when the family reports a change in adjusted income that will result in an increase of 10% or more in annual adjusted income, except:
  - a. BangorHousing will not consider any increase in the earned income of the family when estimating or calculating whether the family's adjusted income has increased unless the family had a previous interim reexamination where the family's income, of any type, decreased during the same reexamination schedule.
  - b. BangorHousing will not conduct an interim reexamination due to increases in annual adjusted income in the 3 months before the family's next regular annual examination.
4. For over-income families in the period of up to six months before their tenancy termination, BangorHousing will conduct an interim reexamination of family income as otherwise required under this Section. However, the resulting income determination will not make the family eligible to remain in the public housing program beyond the period before termination as defined by PHA policy.

### ***16.7 Special Reexaminations***

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, BangorHousing may schedule special reexaminations approximately every thirty (30) days until income stabilizes and an annual income can be determined. A credit report may be obtained at least once a year for tenants having special reexaminations.

### ***16.8 Effective Date of Rent Changes Due to Interim or Special Reexaminations***

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the month following 60 days' written notice to the family, or any longer period required by law.

In the case of a rent increase due to misrepresentation by the family or failure to report changes in family composition or income, then BangorHousing will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation or change occurred, without prejudice to any other actions that BangorHousing may take.

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

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

In no event shall a family be eligible for a retroactive credit or refund of rent.

BangorHousing will always process an interim increase in rent if it found that the resident at an annual or interim reexamination has misrepresented or failed to report the facts upon which the rent is based so that the rent the resident is paying is less than the rent that he/she should have been charged. BangorHousing will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the dwelling lease.

## ***16.9 Over-Income Families***

1. Families participating in the public housing program must not have incomes that exceed the over-income limit, as determined below, for more than 24 consecutive months.
  - a. The rules regarding OI Families applies to all families in the public housing program, including FSS families and all families receiving EID.
    - i. Mixed families who are NPHOI Families pay the alternative non-public housing rent, as applicable.
    - ii. All NPHOI Families are precluded from participating in a public housing resident council.
    - iii. NPHOI families cannot participate in programs that are only for public housing or low-income families.

- iv. BangorHousing cannot provide any Federal assistance, including a utility allowance, to non-public housing over-income families.
2. The OI Limit is determined by multiplying the applicable income limit for a very low-income family as defined in 24 C.F.R. § 5.603(b), by a factor of 2.4.
3. BangorHousing will follow the following the procedures when it determines that a family exceeds the OI Limit:
  - a. If BangorHousing determines the family has exceeded the OI Limit pursuant to an income examination, it will provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in BangorHousing following its ACOP for OI Families. BangorHousing will afford the family an opportunity for a hearing if the family disputes within a reasonable time the determination that the family has exceeded the OI Limit.
  - b. BangorHousing will conduct an income examination 12 months after the initial OI determination described above, unless BangorHousing determined the family's income fell below the OI Limit since the initial OI determination. If BangorHousing determines the family has exceeded the over-income limit for 12 consecutive months, BangorHousing will provide written notification of this 12-month OI determination no later than 30 days after the income examination that led to the 12-month OI determination. The notice will state that the family has exceeded the OI Limit for 12 consecutive months and continuing to exceed the OI Limit for a total of 24 consecutive months will result in BangorHousing following its ACOP for OI Families. Additionally, the notice will include an estimate (based on current data) of the Alternative Non-Public Housing Rent for the family's unit. BangorHousing will afford the family an opportunity for a hearing if the family disputes within a reasonable time the determination that the family has exceeded the over-income limit.
  - c. BangorHousing will conduct an income examination 24 months after the initial OI determination described above, unless BangorHousing determined the family's income fell below the over-income limit since the second OI determination. If BangorHousing determines the family has exceeded the over-income limit for 24 consecutive months, then BangorHousing will provide written notification of this 24-month OI determination no later than 30 days

after the income examination that led to the 24-month OI determination. The notice will state:

- i. That the family has exceeded the over-income limit for 24 consecutive months.
  - ii. That BangorHousing must either terminate the family's tenancy or charge the family the alternative non-public housing rent, in accordance with its ACOP.
    1. If BangorHousing determines that under its policy the family's tenancy must be terminated, then the notice must inform the family of this determination and state the period of time before tenancy termination.
    2. If BangorHousing determines that the family must be charged the Alternative Non-Public Housing Rent, then the notice must inform the family of this determination and state that the family be charged the Alternative Non-Public Housing Rent. BangorHousing will also present the family with a new lease and inform the family that the lease must be executed no later than 60 days of the date of the notice or at the next lease renewal, whichever is sooner.
  - iii. BangorHousing will afford the family an opportunity for a hearing if the family disputes within a reasonable time BangorHousing's determination that the family has exceeded the over-income limit.
  - d. If, at any time during the consecutive 24-month period following the initial OI determination described above, BangorHousing determines that the family's income is below the OI Limit, the family is entitled to a new 24 consecutive month period of being OI and new notices under this section if BangorHousing later determines that the family income exceeds the OI Limit.
4. Once a family has exceeded the over-income limit for 24 consecutive months, BangorHousing will require the family to execute a new lease consistent with 24 C.F.R. § 960.509 and charge the family the Alternative Non-Public Housing Rent, as defined in 24 C.F.R. § 960.102, no later than 60 days after the notice is provided pursuant to this ACOP or at the next lease renewal, whichever is sooner. The term of the new lease will be month-to-month.

- a. If the family does not execute the lease within the foregoing period, BangorHousing will terminate the tenancy of the tenant no more than 6 months after the notification that the family has exceeded the OI Limit for 24 consecutive months, in accordance with 24 C.F.R. § 960.507(d)(2). Notwithstanding the foregoing, BangorHousing may permit an OI Family to execute the lease beyond this time period, but before termination of the tenancy, if the OI Family pays BangorHousing the total difference between the Alternative Non-Public Housing Rent and their public housing rent dating back to the point in time that the OI Family was required to execute the lease.
5. An OI Family will continue to be a public housing program participant until their tenancy is terminated by BangorHousing or the family executes a new non-public housing lease.

### ***16.10 Housing Authority Mistakes in Calculating Rent***

If BangorHousing becomes aware of an income calculation error retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error.

Families will not be required to repay BangorHousing when BangorHousing miscalculated income resulting in a family being undercharged for rent if the miscalculation is not the fault of the family. When BangorHousing becomes aware of the error, the family will be provided with a notice of an increase to their rent portion, which notice will be given in accordance with federal, state, and local law.

BangorHousing will take corrective action to credit or repay a family if the family was overcharged tenant rent, including de minimis errors (e.g., when the family's income deviates by no more than \$30 per month), in the income determination. In such cases, BangorHousing will provide an immediate credit toward the family's rent. If the amount of the credit would be more than the rent due to BangorHousing, BangorHousing will carry over that credit to the next month or months until the credit has been exhausted.

## **17.0 UNIT TRANSFERS**

### ***17.1 Objectives of the Transfer Policy***

The objectives of the Transfer Policy include the following:

1. To address emergency situations.
2. To fully utilize available housing based on family composition by ensuring that each family occupies the appropriate size unit.
3. To facilitate a relocation when required for modernization or other management purposes.
4. To facilitate relocation of families with inadequate housing accommodations.
5. To eliminate vacancy loss and other expense due to unnecessary transfers.
6. To facilitate other approved moves.

## ***17.2 Categories of Transfers***

1. Emergency transfers. Emergency transfers are those transfers based on conditions in the family's unit, building, or site, which pose an immediate and verifiable threat to the life, safety, or health of the family or its members.
2. Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.
3. Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain BangorHousing occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by BangorHousing when a transfer is the only or best way of solving a serious problem.
4. Waiting list transfers. These transfers are made when, after an applicant is housed and becomes a tenant, the household chooses to remain on a waiting list for any of BangorHousing's other public housing properties and is subsequently offered a unit at another of BangorHousing's public housing properties.

### ***17.3 Documentation***

A family who requests a transfer may need to provide documentation in support of the transfer.

### ***17.4 Processing Transfers***

Transfer requests will be placed on a waiting list by date and time of approval of the request.

Transfers in category 1 and 2 will be prioritized ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be prioritized ahead of transfers in category 2.

In BangorHousing's discretion, transfers in category 3 may be prioritized ahead of other families, including those on the waiting list, but not ahead of transfers from category 1 or 2. Category 4 transfers are subject to a household's place on a waiting list and the rules in this subsection.

Upon offer and acceptance of a unit, the family will execute all required documentation and pay any rent and/or security deposit. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both, in excess of seven (7) calendar days. The prorated rent and other charges must be paid at the time of lease execution.

The following pertains to rejection of a unit:

1. If the family will not lose their place on the transfer waiting list if they had good cause for rejecting the offered unit.
2. If the transfer is being made at the request of BangorHousing and the family rejects two offers without good cause, BangorHousing will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet BangorHousing's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
3. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
4. If the family requested the transfer and the family, without good cause, turns down one offer that does not include de-concentration incentives, the family will not be penalized.



The family's name will be removed from the transfer list if the family rejects, without good cause, the second offer and the family may not request another transfer for 12 months from the date the family rejected the second offer.

### ***17.5 Cost of the Family's Move***

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

1. When the transfer is made at the request of the family or by others on behalf of the family or when the family makes a Category 4 transfer;
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller; or
3. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

In cases of the foregoing types of transfers, the family will generally be required to pay the security deposit on the new unit at the time the family signs the lease for the new unit.

The cost of the transfer may be borne by BangorHousing in the following circumstances:

1. When the transfer is needed in order to carry out rehabilitation activities; or
2. When action or inaction by BangorHousing has caused the unit to be unsafe or inhabitable; or
3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. This is discussed in Section 2.9 of this ACOP.

In cases of the foregoing types of transfers, the payment of a security deposit or the transfer of a security deposit will be determined on a case-by-case basis.

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

### ***17.6 Tenants in Good Standing***

A family's transfer request or a Category 4 transfer will not be approved unless the family is in good standing with BangorHousing, meaning that the family is not in default under their lease, is current in all payments to BangorHousing, and has passed a housekeeping inspection. In addition, a family's transfer request will not be approved if any member of the family has not resided in the unit for at least twelve (12) months or if the transfer would leave a member of the family in the unit who has not resided in the unit for at least twelve (12) months.

### ***17.7 Transfer Requests***

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

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

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

If the transfer is denied, the denial letter will advise the family of their rights under BangorHousing's Grievance Policy.

### ***17.8 Rights***

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

## **18.0 INSPECTIONS**

### ***18.1 Move-in Inspections***

An authorized representative of BangorHousing and an adult family member will inspect the unit prior to commencement of occupancy. A written statement of the condition of the unit will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in BangorHousing's file and a copy given to the family member.

## ***18.2 Annual Inspections***

BangorHousing will inspect each unit annually to ensure that each unit meets current housing inspection standards. Work orders will be submitted and completed to correct any deficiencies.

## ***18.3 Preventative Maintenance Inspections***

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

## ***18.4 Special Inspections***

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

## ***18.5 Housekeeping Inspections***

Generally, at the time of annual inspection, or at other times as necessary, BangorHousing will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe, clean and sanitary condition.

## ***18.6 Notice of Inspection***

BangorHousing will give the tenant at least two (2) days advance written notice for annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

## ***18.7 Emergency Inspections***

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

## ***18.8 Move-Out Inspections***

BangorHousing conducts the move-out inspection with an adult family member to assess and acknowledge the condition of the unit and determine responsibility for any needed repairs. The tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **19.0 ANIMALS**

BangorHousing has separate policies for pets and for service and assistance animals, which are not pets. The policies governing approval of assistance animals are discussed in Section 2.11 of this ACOP.

Tenants shall comply with BangorHousing's Pet Policy. Failure to comply with the Pet Policy shall be considered a serious violation of a material term of the Lease, which could result in the termination of the family's tenancy.

## **20.0 REPAYMENT AGREEMENTS**

When a family owes BangorHousing retroactive rent or other charges and is unable to pay the balance by the due date, the resident may request that BangorHousing allow them to enter into a repayment agreement. BangorHousing may allow the family to enter into a repayment agreement, in its sole discretion. BangorHousing may decline to enter into a repayment agreement when the family already has a repayment agreement in place or if BangorHousing believes that the resident has committed fraud. This list of reasons why BangorHousing may decline to enter into a repayment agreement is not exhaustive and is non-exclusive.

No repayment agreements shall exceed a period of twelve (12) months without the express written approval of the Executive Director. The total monthly payment amount, inclusive of rent, will not exceed 40% of monthly adjusted income. All repayment agreements shall be in writing and signed by both parties and include the following:

1. Reference to the paragraph(s) the lease in which the tenant may be in default and/or subject to termination of tenancy.
2. That the monthly repayment amount is in addition to the family's rent obligations under the lease.
3. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.

4. Late and/or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Refusal to enter into a repayment agreement for monies owed will subject the family to eviction procedures.

BangorHousing shall allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

## **21.0 TERMINATION OF TENANCY**

### ***21.1 Termination by Tenant***

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

### ***21.2 Termination by BangorHousing***

BangorHousing will not renew the public housing lease of any non-exempt family that is not in compliance with CSSR or where the family has exceeded the Over-Income Limit for 24 consecutive months.

BangorHousing will terminate the lease for serious or repeated violations of material lease terms, or for other good cause. The reasons for which BangorHousing may terminate the lease include but not limited to the following:

1. Nonpayment of rent or other amounts payable to BangorHousing;
2. Repeated late payments (e.g., late payment of rent more than twice in a twelve-month period);
3. Failure to provide timely and accurate information or sign appropriate forms regarding family composition, income circumstances, or other information related to eligibility or rent;
4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;

6. Failure to attend scheduled meetings with BangorHousing;
7. Assignment or subletting of any portion of the premises;
8. Use of the premises for purposes other than as a dwelling unit (other than for BangorHousing -approved resident businesses);
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Any violent or drug-related criminal activity on or off the premises by the tenant, any member of the tenant's household, or guest of the tenant or tenant's household;
11. Non-compliance with non-citizen rule requirements;
12. Permitting persons not on the lease to reside in the unit more than fourteen (14) days in any twelve (12) month period, without the prior written approval of BangorHousing;
13. Disturbing other residents' peaceful enjoyment of the premises.
14. Any violent or criminal activity by the tenant, any member of the tenant's household, or guest of the tenant or tenant's household that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
15. Failure of the tenant, any member of the tenant's household, or guest of the tenant or tenant's household to act in cooperative manner with neighbors and BangorHousing's staff and employees or to refrain from acting or speaking in an abusive or threatening matter toward neighbors or BangorHousing's staff or employees.
16. Alcohol abuse that BangorHousing determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
17. Violating BangorHousing's smoking policy.
18. Disconnecting a smoke or carbon monoxide detector in any manner, removing any batteries from a smoke or carbon monoxide detector or failing to notify BangorHousing if the smoke or carbon monoxide detector is inoperable for any reason;

19. Being absent from a unit for more than 2 months without good cause. Good cause may include, but is not limited to, prolonged hospitalization, absences beyond the control of the family (i.e., death in the family, other family member illness).
20. Being over the income limit for the program, as provided in 24 C.F.R. § 960.261.
21. Exceeding the over-income limit for two consecutive years.
22. Failure to comply with the restrictions on net assets and property ownership when required by law and this ACOP.

### ***21.3 Terminations for Criminal Activity***

HUD has issued a due process determination that Maine law governing forcible entry and detainer matters requires the tenant have the opportunity for a pre-eviction hearing in court containing the elements of due process as defined in 24 C.F.R. 966.53(c).

Because HUD has issued a due process determination for Maine, BangorHousing has excluded from its grievance procedure any grievance concerning a termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of BangorHousing's public housing premises by other residents or employees of BangorHousing;
2. Any violent or drug-related criminal activity on or off such premises; or
3. Any criminal activity that resulted in felony conviction of a household member.

### ***21.4 Abandonment***

BangorHousing will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a BangorHousing representative may enter the unit and secure any remaining personal property in a reasonably secure place.

### ***21.5 Abandoned Property***

In the event that a family has vacated a unit, whether through abandonment, following eviction, or otherwise, and if they have left personal property in the unit, BangorHousing will mail a notice to

the family in accordance with 14 M.R.S. § 6013. The family will have 7 days to respond to claim the property. The notice will be mailed to the family's last known address.

If the tenant responds to the notice, they have 7 days in which to claim the property. If property has not been claimed at the end of the 14-day period, BangorHousing will dispose of the property in accordance with 14 M.R.S. § 6013(D).

### ***21.6 Return of Security Deposit***

Within 30 days after a family vacates a unit, BangorHousing will return to the tenant the security deposit paid to it by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, BangorHousing shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it. The written statement itemizing the reasons for the retention of any portion of the security deposit will be accompanied by a full payment of the difference between the security deposit and the amount retained.

BangorHousing may retain the security deposit or a portion of the security deposit to cover the costs of storing and disposing of unclaimed property, nonpayment of rent and nonpayment of utility charges that the tenant was required to pay directly to BangorHousing, or damage to the unit. These reasons are not exhaustive and non-exclusive. A security deposit or any portion of the security deposit will not be used to cover normal wear and tear to a unit.

BangorHousing will mail the written statement and any payment to the family's last known address.

### ***21.7 The EIV's Deceased Tenants Report***

BangorHousing shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. BangorHousing shall review the report and follow up to confirm the tenant's death. Upon confirmation of death, BangorHousing will update family composition.

If a head of household of a single-person family dies, BangorHousing will attempt to confirm the person's death by notifying next-of-kin or the person identified as an emergency contact. After confirming the person's death, BangorHousing may conduct a home visit to determine if anyone is residing in the unit. If there are unauthorized persons (including a live-in aide) in the unit of a deceased single-person family, BangorHousing will pursue judicial intervention to have them lawfully removed from the unit.



If the head of household dies during tenancy and the remaining household members are minors, BangorHousing may allow a temporary adult guardian to reside in the unit with the minors until a court-appointed guardian can be established. The new guardian may be added as the new head-of-household if that person is otherwise eligible pursuant to this ACOP.

### ***21.8 Unpaid Accounts***

Any unpaid accounts will be forwarded to a collection agency and reported to a credit bureau.

## **22.0 VIOLENCE AGAINST WOMEN ACT PROTECTIONS**

### ***22.1 Protection***

The Violence Against Women Act (“VAWA”) provides special protections to applicants and participants in the public housing program who are victims of domestic violence, dating violence, sexual assault, or stalking. Despite its name, protections under VAWA are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protection without regard to sex, gender identity, or sexual orientation. In addition, victims will not be discriminated against on the basis of any other protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

### ***22.2 Prohibited Basis for Denial or Termination of Assistance or Eviction***

An applicant for or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

In carrying out the foregoing, an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. a serious or repeated violation of a lease for housing assisted under a covered housing program by the victim or threatened victim of such incident; or
- b. good cause for terminating the assistance, tenancy, or occupancy rights to housing assisted under a covered housing program of the victim or threatened victim of such incident.

No person may deny assistance, tenancy, or occupancy rights to housing assisted under a covered housing program to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member

of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

### ***22.3 Eligibility***

VAWA protections may also be exercised by or on behalf of a minor victim.

VAWA protections are only available for tenants. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections. However, a tenant may request VAWA protections on the grounds that a live-in aid is a victim of domestic violence, dating violence, sexual assault, or stalking.

### ***22.4 Verification***

To receive protection under VAWA, a tenant must request it. BangorHousing is not independently required to identify whether a tenant has been a victim of domestic violence, dating violence, sexual assault, or stalking.

BangorHousing requires written documentation in all cases where an individual represents to the BangorHousing that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and is entitled to the protections or remedies under VAWA.

The submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

1. An applicant or tenant shall submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, one of the following forms of documentation:
  - a. Form HUD-5382;
  - b. A document:
    - i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;

- ii. Signed by the applicant or tenant; and
  - iii. That specifies, under penalty of perjury, that the professional believes that the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
  - c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
  - d. BangorHousing, in its sole discretion, may accept a statement or other evidence provided by a tenant or applicant.
2. An individual who claims protection against adverse action pursuant to VAWA and who is required to provide the documentation set forth above must provide such documentation within 14 business days after receipt of the written request for such documentation. During this period, BangorHousing will take no adverse action against the individual.

BangorHousing may, in its sole discretion, extend the 14-day deadline. In exercising its discretion, BangorHousing may consider the following non-exclusive set of factors: disability; limited English proficiency; absence from the unit due to hospitalization or time spent in an emergency shelter; administrative delays in obtaining third-party records; danger of further violence; and the need of the victim to address health or safety issues.

Failure to provide documentation within 14 business days after receipt of the written request for that documentation or within the designated extension period may result in

- a. Denial of admission by the applicant or tenant to the covered program;
- b. Denial of assistance under the covered program to the applicant or tenant;
- c. Termination of the participation of the applicant or tenant in the covered program; or
- d. Eviction of the applicant, the tenant, or a lawful occupant that commits violations of a lease.

3. A tenant who has informed BangorHousing that they are a victim of domestic violence, dating violence, sexual assault, or stalking must provide enough information to BangorHousing to allow it to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

If BangorHousing believes any information from a tenant is not clear, it will speak to the victim and try to clarify the information. After BangorHousing has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, BangorHousing will make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

4. In cases where BangorHousing receives documentation that contains conflicting information, BangorHousing may require an applicant or tenant to submit third-party documentation described above, within 30 calendar days of the date of the request for the third-party documentation. If an applicant or tenant responds with third-party documentation that meets the required criteria and supports the applicant's or tenant's request, BangorHousing is prohibited from requiring further documentation. However, if an applicant or tenant does not submit third-party documentation within the required time period or submits documentation that does not meet the required criteria, BangorHousing may not accept the applicant's or tenant's assertion of victim status for purposes of VAWA protections.
5. BangorHousing is prohibited from conducting further fact finding for the purpose of trying to verify the "validity" of an applicant or tenant's status as victim for purposes of VAWA. However, if BangorHousing already has or regularly receives reliable information that conflicts with the submitted documentation, BangorHousing may require third-party documentation status, based on the information outside of the submitted documentation. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, BangorHousing may deny VAWA protections.
6. BangorHousing's denial of VAWA protection is subject to its grievance procedure.

### ***22.5 Lease Bifurcation***

BangorHousing may bifurcate a lease to evict, remove, or terminate assistance to any person who is a tenant or a lawful occupant under a lease when such person engages in criminal activity directly

relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. BangorHousing may take such action without regard to whether the household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is also a tenant or lawful occupant. Eviction, removal, termination of occupancy rights, or termination of assistance will be undertaken in accordance with the procedures prescribed by federal, state, and local law.

If BangorHousing bifurcates a tenant's lease and evicts a person who engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking and the person who was evicted was the eligible tenant, BangorHousing will provide the remaining tenant(s) who were not already eligible a period of thirty (30) calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
2. Establish eligibility under another covered housing program; or
3. Find alternative housing.

If, after this 30-day period has expired, the remaining tenant(s) have not completed one of the foregoing options, BangorHousing will be required to terminate assistance or evict the remaining tenant(s).

## ***22.6 Emergency Transfer Plans***

BangorHousing allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of BangorHousing to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether it has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

1. Eligibility for Emergency Transfers. A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the

tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in the Emergency Transfer Plan, which BangorHousing has adopted and which may be amended from time-to-time.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.

2. **Emergency Transfer Request Documentation.** To request an emergency transfer, the tenant shall notify BangorHousing’s management office and submit a written request for a transfer. BangorHousing will provide reasonable accommodations to this policy for individuals with disabilities. The tenant’s written request for an emergency transfer should include either:
  - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under BangorHousing’s program; or
  - b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.
3. **Emergency Transfer Timing and Availability.** BangorHousing cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. BangorHousing will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. BangorHousing may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If it has no safe and available units for which a tenant who needs an emergency transfer is eligible, BangorHousing will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. In this instance, BangorHousing may decide to offer the tenant a Voucher, including an Emergency Housing Voucher (“EHV”) in accordance Notice PIH 2021-15, if available. If an EHV

is not available at the time, BangorHousing may place a tenant on a waiting list for an EHV.

At the tenant's request, BangorHousing will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

## ***22.7 Confidentiality***

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be maintained in confidence.

Employees of BangorHousing will not have access to the information unless explicitly authorized by BangorHousing for reasons that specifically call for these individuals to have access to such information under applicable federal, state, or local law.

In addition, BangorHousing will not enter this information into any shared database or disclose this information to any other entity or individual except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing;
2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law.

BangorHousing shall provide notice to applicants and tenants of their rights under VAWA including their right to confidentiality and the limits thereof.

## ***22.8 Definitions***

**Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

**Affiliated individual**, with respect to an individual, means:

- a. A spouse, parent, sibling, or child of that individual, or an individual to whom that individual stands in loco parentis; or

- b. Any individual, tenant, or lawful occupant living in the household of that individual.

**Bifurcate** means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

**Covered housing provider** refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

**Dating violence** means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.

**Domestic violence** includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

- a. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;



- b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- c. shares a child in common with the victim; or
- d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

**Economic abuse** in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:

- a. restrict a person's access to money, assets, credit, or financial information;
- b. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- c. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

**Technological abuse** means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

The term "**spouse or intimate partner of the victim**" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

**Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

**Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

## **23.0 SUPPORT FOR OUR ARMED FORCES**

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

1. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
2. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
3. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, BangorHousing will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
4. Typically, a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service.

## **24.0 ANTI-FRAUD POLICY**

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

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

When a fraudulent action is discovered, BangorHousing shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

1. Require the resident to immediately repay the amount in question;
2. Require the resident to enter into a satisfactory repayment agreement as set forth in this ACOP;
3. Terminate the family's tenancy;
4. Refer the case for criminal prosecution; or
5. Take such other action as BangorHousing deems appropriate under the circumstances.

## GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

**Alternative Non-Public Housing Rent:** A monthly rent equal to the greater of—

- A. The applicable fair market rent, as defined in 24 CFR part 888, subpart A, for the unit;  
or
- B. The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.
  - i. For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family

resides for the most recent funding year for which Capital Funds have been allocated;

- ii. For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made;
- iii. HUD will publish such funding amounts no later than December 31 each year.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

**Bifurcate:** with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other

information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Covered Person:** a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

**CSSR:** Community Service and Self-Sufficiency Requirement, 24 CFR Subpart F, 960.600 through 960.609.

**Dating Violence:** Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head (including co-head), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

**Drug:** a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:** the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Earned income:** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.



**Economic self-sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family:** as defined in this ACOP.

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

**Gender Identity:** Actual or perceived gender-related characteristics.

**Good cause:** Good or sufficient reason(s) for taking or refusing to take a certain action. The determination of good cause shall rest with BangorHousing, in its sole discretion.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.  
(24 CFR 5.403(b))

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Non-Public Housing Over-Income Family (NPHOI Family):** A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent..

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Over-Income Family (OI Family):** A family whose income exceeds the over-income limit.

**Over-Income Limit (OI Limit):** The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b) of this title, by a factor of 2.4. See § 960.507(b).

**Participant:** A family or individual that is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in 42 U.S.C. 423:
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001 :

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed:** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Real Property:** as used herein has the same meaning as that provided under the law of the State in which the property is located.

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Sexual Orientation:** Homosexuality, heterosexuality, or bisexuality.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
  
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3. because a family member has not complied with other welfare agency requirements.

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment is the highest of the following amounts, rounded to the nearest dollar:
  - a. 30% of the family's monthly adjusted income;
  - b. 10% of the family's monthly income; or
  - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.  
  
If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  - d. The Alternative Non-Public Housing Rent, as determined in accordance with 24 C.F.R. § 960.102.

Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

**Unearned Income:** annual income, as calculated under § 5.609, that is not earned income.



**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**VAWA:** The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

**Very Low-Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
  - 1. Are designed to deal with a specific crisis situation or episode of need;
  - 2. Are not intended to meet recurrent or ongoing needs; and
  - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

**Welfare Rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

## Acronyms

ACC Annual Contributions Contract

CFR Code of Federal Regulations

FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment