

Housing Authority of the City of Pittsburgh 200 Ross Street, 9th Floor

Pittsburgh, PA 15219

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www.hacp.org

Admissions and Continued Occupancy Policy

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1.0 Admissions and Continued Occupancy Policy

This Admissions and Continued Occupancy Policy defines the Housing Authority of the City of Pittsburgh's policies for the operation of the Public Housing Program, incorporating federal, state and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

The Housing Authority of the City of Pittsburgh (HACP) operates under a Site-Based Waiting Lists System (SBWL). According to the SBWL, applicants have two Waiting Lists options from which to choose: (1) Site-Based (may select multiple sites); or (2) First-Available Option. The details of the SBWL are explained in detail in Section 7.2 of this document.

APPLICANTS/RESIDENTS ARE NOT PERMITTED TO RECEIVE A DOUBLE SUBSIDY. RECEIPT OF A DOUBLE SUBSIDY IS CONSIDERED FRAUD AND HACP WILL PROSECUTE VIOLATORS TO THE FULLEST EXTENT ALLOWED BY LAW.

A DOUBLE SUBSIDY IS WHEN AN APPLICANT/RESIDENT IS ACTIVELY RECEIVING ASSISTANCE FROM MORE THAN ONE PUBLIC HOUSING AUTHORITY AND/OR FROM MORE THAN ONE FEDERALLY ASSISTED HOUSING PROGRAM AT THE SAME TIME; SUCH AS, RECEIVING SUBSIDY UNDER THE HOUSING CHOICE VOUCHER (SECTION 8) PROGRAM AND THE LOW-INCOME PUBLIC HOUSING (LIPH) PROGRAM.

Fair Housing

It is the policy of the Housing Authority of the City of Pittsburgh to fully comply with all federal, state and local nondiscrimination laws including, but not limited to, the Americans with Disabilities Act (42 USC Sections 12101, et seq.): the United States *Fair Housing Act* (42 USC Sections 3601, et seq.), Title VI of the *Civil Rights Acts of 1964* (42 USC Sections 2000d-2000d-7), Section 504 of the *United States Rehabilitation Act of 1973* (29 USC Sections 791, et seq.), the *Pennsylvania Human Relations Act* (43 P.S. Sections 951 et seq.) and the Title VI, Chapter 651 of the *Code of the City of Pittsburgh*.

- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Violence against Women Act of 2005 (VAWA)
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted
- When more than one civil rights law applies to a situation, the laws will be read and applied together.

- Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.
- No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, age, familial status or disability be subject to unlawful discrimination with respect to any programs or services of the Housing Authority of the City of Pittsburgh. The Housing Authority of the City of Pittsburgh has a legal obligation to provide fair and equitable consideration of all applicants and residents for public housing and other housing assistance offered by or through the Housing Authority, without regard to place of birth, gender, sexual orientation or disabilities.
- To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of the City of Pittsburgh will provide federal/state/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

2.1 Reasonable Accommodations Policy

All applicants will be informed of the HACP policy on reasonable accommodations. Requests for reasonable accommodations are date and time stamped upon receipt.

HACP will consider any individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such impairment as a qualified individual with a disability under this Policy. For purposes of this Policy, impairment includes any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine system. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

The Housing Authority of the City of Pittsburgh is committed to ensuring that its policies and procedures provide equal access to individuals with disabilities to participate in programs, services and activities. Therefore, if an individual with a disability requires an accommodation such as an accessible feature, or modification to a HACP policy, and makes a request HACP will provide such accommodation unless doing so would result in either a fundamental alteration in the nature of the program or an undue financial and administrative burden. In such case, HACP will make an alternative accommodation that would meet the needs of the individual with a disability to the extent that it would not cause an undue financial and administrative burden to HACP. HACP will consider each request for an accommodation on a case-by-case basis, using the above standard. If the disability and need are apparent, a reasonable accommodation request is considered complete when the request is made. In all other cases, the request is complete upon the Disability Compliance Office's receipt of the third-party verification.

Examples of Low-Income Public Housing (LIPH) reasonable accommodations include, but are not limited to:

- Making a unit, part of a unit or public and common use area accessible for the head of household or a household member with a disability who is on the lease;
- Permitting a household to have a service or assistance animal necessary to assist a household member with a disability;
- Allowing a live-in aide to reside in an appropriately sized HACP unit;
- Transferring a resident to a larger sized unit to provide a separate bedroom for a person with a disability;
- Installing strobe light fire alarms for the deaf/hearing impaired; and
- Conducting re-certifications in a resident's home if the resident is unable to attend an appointment at the Site Manager's office due to a disability

The following outlines the procedures for the submission of reasonable accommodation requests. Alternate means of filing a request, such as personal interviews, phone calls, or taped requests, will be made available for applicants or residents with disabilities who are unable to communicate their requests in writing or other format as requested. All forms and other materials will be provided to the requestor in alternative, acceptable formats upon request to the Disability Compliance Office, currently at 412-456-5828 ext.1 2, fax 412-471-0964, TDD 412-201-5384.

A Reasonable Accommodation Request Form and 15 Day Letter for LIPH Applicants and Residents and the Third-Party Verification Form is attached as Appendix A. Residents may request these forms or a copy of HACP's Reasonable Accommodation Policy from their Site Manager or the Disability Compliance Office. Housing applicants may request these forms or a copy of HACP's Reasonable Accommodation Policy from the Occupancy Department, Site Management Officer, or the Disability Compliance Office.

2.2 Reasonable Accommodations for Residents

LIPH residents may request a reasonable accommodation by obtaining a Reasonable Accommodation Form from the Site Manager or advising the Site Manager of the need for an accommodation. Upon completion of the form, the resident's third party professional should return the form to the Site Manager of the development in which they reside. If a verbal request is made to the Site Manager, the Site Manager will reduce the request to writing or other format as requested on the Reasonable Accommodation Request Form. The Site Manager will forward the Reasonable Accommodation Request Form to the Disability Compliance Office within two business days upon receipt of the request. A 15 Day Letter will be provided along with the Reasonable Accommodation Form to the Applicant or Resident, advising the Reasonable Accommodation Form should be returned to the Disability Compliance Office by the third party professional within 15 days from the date the form is mailed to the Applicant or Resident. Residents will be given information on their ability to request an accommodation during annual and interim re-certifications.

2.3 Reasonable Accommodations for Applicants

Applicants may request a reasonable accommodation at the Occupancy Department or Site Management Office anytime during the application process. If a verbal request is made to the Occupancy Department or Site Management Office staff, the staff will reduce the request to writing or other format as requested on the Reasonable Accommodation Request Form. The staff person will forward the Reasonable Accommodation Request Form to the Disability Compliance Office within two business days upon receipt of the request. Applicants will be afforded the opportunity to submit a request for an accommodation any time during the application process.

2.4 Decisions on Reasonable Accommodation Requests

The Disability Compliance Office will notify the requestor in writing or other format as requested of the decision within 30 days of receipt of the completed request. If the request for reasonable accommodation is approved, the requestor will be notified in writing or other format as requested of the timeline for implementation and completion, and the department who is responsible for the said implementation and completion. If the request is not approved, the decision will be forwarded to the requestor in writing or other format as requested explaining the reasons for the denial of the accommodation and informing the requestor of his or her right to request a grievance hearing in accordance with HACP's Grievance Procedure. The Disability Compliance Office may permit an extension of time to file a request for a formal hearing as a reasonable accommodation to the requestor if such a time extension is necessary due to the requestor's disability.

The informal hearing and grievance process is attached as Appendix B.

Requests may be denied if the requestor is not found to be a qualified individual with a disability as defined under Section 504 of the *Rehabilitation Act*, the *Fair Housing Act*, the *Americans with Disabilities Act*, or any other applicable federal, state or local laws. Requests will also be denied if they will cause HACP an undue financial and administrative burden, if they will fundamentally alter the nature of HACP's programs or services or if granting the request will cause a direct threat to other residents or HACP employees.

The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

The Disability Compliance Office shall inform the requestor in writing or other format as requested, that if he or she believes that the decision is based on discrimination, whether or not the HACP Grievance Procedure is pursued, he or she has the right to file a complaint with the appropriate local, state or federal administrative agency including, but not limited to:

Department of Housing and Urban Development
William Moorehead Federal Building 1000 Liberty Avenue, Suite 1000
Pittsburgh, PA 15222
412-644-6428

Pittsburgh Commission on Human Relations 908 City County Building
414 Grant Street
Pittsburgh, PA 15219
412-255-2600

3.0 Effective Communication

HACP shall take all appropriate steps to ensure effective communication with applicants and residents with disabilities and shall furnish appropriate auxiliary aids when necessary to effectively communicate with the person with a disability. Examples of appropriate auxiliary aids include, but are not limited to, qualified Sign Language interpreters, assistive listening systems, readers, use of taped materials, and materials in Braille. If an applicant, resident or member of the public needs written materials in one of these forms or would like the use the services of an interpreter, he or she should make that request directly to the Disability Compliance Office at least one week prior to the meeting or when the materials are needed at:

Housing Authority of the City of Pittsburgh
Disability Compliance Office 100 Ross Street, 2nd Floor Pittsburgh, PA 15219
Phone: 412-456-5282, ext.1 Fax: 412-471-0964
TDD: 412-201-5384

The request should state the format that is most acceptable to the requestor. HACP will pay for all services and materials associated with the request. However, HACP will not pay for materials intended only for personal use, such as typewriters, computers or other assistive technology not related to the meeting or documents requested.

If a request is denied for any reason or an unacceptable alternative is offered, the requestor may request a Grievance Hearing by following the procedures set forth in HACP's Grievance Procedure.

4.1 Services for Limited English Proficiency (LEP) Residents, English Language Learners (ELL)

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be Limited English Proficient (LEP), or an English Language Learner (ELL), and may be entitled to language assistance with respect to a particular program, benefit or right.

The Occupancy Department and Site Management Offices will apprise all LEP and ELL applicants and the Site Management Offices will advise all residents of their right to request a translator at HACP's expense to enable them to fully participate in HACP programs and services. A notice explaining these services will be posted in the Occupancy Department and Site Management offices.

Upon request, HACP will provide interpreters for LEP and ELL residents. Interpreters will translate the

message from English to the language of the requestor's choice. HACP will cover the cost for such interpreters. Information on interpretation services may be obtained from the Occupancy Department, Site Management Offices and the Disability Compliance Office. Residents requiring interpretative services may make a request by contacting either their Site Management Office or the Disability Compliance Office at:

Housing Authority of the City of Pittsburgh

Disability Compliance Office 100 Ross Street, 2nd Floor Pittsburgh, PA 15219

Phone: 412-456-5282, ext.1 Fax: 412-471-0964

TDD: 412-201-5384

Applicants in need of interpreters may make a request by contacting the Occupancy Department or applicable Site-Based Management Office or:

Housing Authority of the City of Pittsburgh

Disability Compliance Office 100 Ross Street, 2nd Floor Pittsburgh, PA 15219

Phone: 412-456-5282, ext.1 Fax: 412-471-0964

TDD: 412-201-5384

An Effective Communication Policy that includes details about LEP and ELL services is attached in its entirety as Appendix C to this document.

5.0 Right to Privacy

The Housing Authority of the City of Pittsburgh endeavors to comply with all applicable laws, both state and federal, regarding privacy rights of both the applicant and tenant households. 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.

The Housing Authority of the City of Pittsburgh will not release information to third parties regarding the applicant or resident without a "Release of Information" form signed by the resident or applicant, except as required by law.

6.0 Required Postings

In each of its management offices, the Housing Authority of the City of Pittsburgh will make available, in a conspicuous place and at a height easily read by all persons, including persons who use wheelchairs, the following information:

- Admission and Continued Occupancy Policy
- Notice of Status of Waiting Lists
- Income Limits for Admission
- Schedule of Excess Utility Charge for Additional Appliances
- Utility Allowance Schedule (if applicable)
- Current Schedule of Routine Maintenance Charges
- Dwelling Lease
- Fence Policy
- Financial Hardship Exemption Policy

- Assignment of Accessible Units Policy
- Satellite Dish Policy
- Grievance Procedure
- Fair Housing Poster
- Equal Opportunity Employment Poster
- Any current Housing Authority of the City of Pittsburgh Notices
- Reasonable Accommodation Policy
- Assistance Animal Policy
- Effective Communication Policy
- Fraud Policy
- Payment Plan Policy
- Pet Policy

7.1 Applications

Families wishing to apply for the Low-Income Public Housing Program will be required to complete the following two-step application process at the desired site:

- Submit an Pre-Application for housing assistance; and
- Submit a Site Selection Chart

Upon submission of a complete Pre-Application to the Occupancy Department or Site Management Office, applicants are required to complete a Site Selection Chart to be placed on the appropriate Waiting List(s). Applicants may select one of the following options:

Option 1, which allows an applicant to choose up to three communities in which the applicant is eligible and prefers to reside; or

Option 2, which allows the applicant to be placed on all Waiting Lists for which the applicant is eligible.

The application date is the date that a completed Pre-Application is submitted to the Occupancy Department or Site Management Office – also referred to as the Sequence Date.

Applicant’s Pre-Application information is entered into the HACP computer system and their names placed onto the specific waiting lists selected on their Site Selection Charts.

Pre-Application are processed based on community selected, bedroom size needed, preference, and Sequence Date/Time.

When an applicant’s name reaches the top of a waiting list, the applicant is scheduled for a processing session with a HACP staff member. Applicants are notified via mail as to the date, time and location of the processing session along with the person’s name with whom you will be meeting. Applicants are required to complete a “full” Low Income Public Housing application at their scheduled processing session.

7.2 Completed Application

Includes the following:

- **Original proof of Social Security number for each** person on the application.

- **Original Birth Certificates showing proof of age** for **each** person on the application. (Also accepted is a state driver's license, a state ID or a federally issued ID for those eighteen [18] years of age or older. Hospital footprints are **accepted as a temporary proof of age for infants**).
 - Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. Legal documentation must be provided for families who claim joint custody or temporary guardianship. In the event of a dispute, or where custody is listed as equal, HACP will review court documents, where the child's money (child support, SS, etc.) is being sent, and where the child is registered for school to make a determination as to where the housing subsidy is apportioned. In the event of a dispute, or where custody is listed as equal, HACP will review court documents, where the child's money (child support, SS, etc.) is being sent, and where the child is registered for school to make a determination as to where the housing subsidy is apportioned.
- **Photo ID** for **each** person on the application eighteen (18) years of age and older.
- **Proof of Immigration Status (non-citizen)** – Naturalization papers, alien registration card or passport.
- **Proof of all income received by all persons listed on your application.**
 - * **Employment** – All pay stubs from the past three (3) months or a letter signed by a supervisor on company letterhead indicating start date, hourly rate and number of hours worked per week. Company phone number must be included. The HACP will obtain, at a minimum, two current and consecutive pay stubs dated within 60 days (from the HACP interview/determination or request date) for determining the annual income from wages. Documents older than 60 days (from the HACP interview/determination or request date) are acceptable for confirming effective dates of income.
 - * **Social Security** – currently dated printout of monthly benefit for each member of your household receiving the benefit.
 - * **Supplemental Security Income (SSI)** – currently dated printout of monthly benefit for each member of your household receiving the benefit and current verification of SSP benefit from the Department of Public Assistance.
 - * **DPA** – currently dated printout of cash benefits from the Department of Public Assistance for the past three (3) months. This must include family name, address and family composition.
 - * **Veteran Pension and/or Company Pension** – currently dated verification on official letterhead indicating the gross monthly benefit of the Veteran Pension and/or the Company Pension.
 - * **Military Allotment** – Proof of military benefits for the past three (3) months for any recipient listed on the application.
 - * **Unemployment Compensation** – financial determination letter from the Unemployment Office.
 - * **Child Support** – currently dated printout of case summary with payment disbursement for the past three (3) months from the family division.
 - * **Non-Income Affidavit (must be notarized)** – complete only if you or any household member

eighteen (18) years of age or older and do not have a source of income. One form must be completed for each applicable member of the household..

▪ **Proof of Assets**

- * **Current bank statements** – for the past three (3) consecutive months showing type of account, account balance and rate of interest.
- * **Property** – Fair market value of any properties owned by you or any person that is listed on the application.
- * **Other assets** – Proof of value of all stocks, bonds, money market accounts and certificates of deposit.

▪ **Deductions**

- * **Childcare payments** – You must provide proof of payments made by you to any childcare provider (an individual or company) for care of any minor child under the age of 14 in your household or who is disabled and cannot be left unattended. Any statement from the provider must be notarized.
- * **Child Support Payments** – Court-ordered child support payments, or current proof of child support payments. The deduction will be up to \$480.00 per child.
- * Current **TCC payments** from DPA are acceptable proof of payments.
- * **Health Insurance** – current verification of payments for health insurance and/or prescription payments for the past year made by anyone on your application sixty-two (62) years of age or older.
- * **Proof of permanent custody of children** – original court order.
- * **Full-time student status** – letter from school verifying status for dependents age eighteen (18) or older who reside in the household.

The above is not an exhaustive list of income, assets or deductions. The Housing Authority may require documentation different from the above.

Incomplete pre-applications will be returned to the applicant with a letter informing them of missing information/documents. The letter will also state that the applicant cannot be added to Waiting Lists until all necessary information/documents are returned. When all required information/documents are submitted to the Occupancy Department or Site Management Office, the applicant will be added to applicable Waiting Lists.

Pre-Applications must be either be hand-delivered, mailed, faxed, or submitted online to the Occupancy Department or Site Management Offices.

7.3 Waiting Lists

The Housing Authority of the City of Pittsburgh operates under a Site-Based Waiting List System (SBWL). According to the SBWL, applicants have two list options from which to choose: (1) Site Preference or (2) First Available, which allows the applicant to be placed on all Waiting Lists for which they are eligible. The details of the SBWL are explained further in this section.

Completed pre-applications will be accepted for all applicants and the Housing Authority of the City of Pittsburgh will verify the information provided by the applicant. The completed pre-application will be date and time stamped at the time of submission.

Persons with disabilities who require a reasonable accommodation in completing a pre-application may call the Occupancy Department, Site-Based Management Office or Disability Compliance Office at 412-456-5282 ext. 1. A Telecommunication Device for the Deaf (TDD) is available for the deaf/hard of hearing. The TDD number is 412-201-5348.

When an applicant's name reaches the top of a waiting list, the applicant is scheduled for a processing session with a HACP staff member. Applicants are notified via mail as to the date, time and location of the processing session along with the person's name with whom you will be meeting. Applicants are required to complete a "full" Low Income Public Housing application at their scheduled processing session.

An employee of the Housing Authority of the City of Pittsburgh's Occupancy Department or Site- Based Management Office must witness the signatures of all adult persons on the application and appropriate forms. In addition, an employee of the Housing Authority of the City of Pittsburgh's Occupancy Department or Site-Based Management Office must see the original proof of birth, proof of Social Security number, and all original documents required for a completed application. If all adults listed on the application cannot be present at the processing session, that adult's signature must be notarized on all documents requiring signatures.

The Housing Authority of the City of Pittsburgh will issue a determination of eligibility. All applicants will be sent a letter advising them if they are made eligible or are not eligible for LIPH. Applicants who are not eligible for LIPH will receive a letter stating why they are not eligible for the LIPH. Applicants who are determined to not be eligible are entitled to an Informal Hearing.

8.0 Eligibility for Admission

There are eight eligibility requirements for a household's admission to public housing:

- A. Qualifies as a family;
- B. Has an income within the income limits;
- C. Meets citizenship/eligible immigrant criteria;
- D. *Provides documentation of Social Security numbers and proof of age;
- E. Signs all consent authorization documents;
- F. Completes Resident Orientation and has a Certificate of Completion; and
- G. Applicants/residents 18 years of age and older must have current photo- identification;
- H. Complete all required forms pertaining to admissions.

In addition to the eligibility criteria, families must also meet the Housing Authority of the City of Pittsburgh's screening and other specified criteria in order to be admitted to public housing.

- * An applicant family will be afforded up to 90 days to obtain the documentation necessary to verify the Social Security number of any family member under the age of 6 years. An additional

90 days will be granted if HACP determines that the applicant's failure to comply was due to circumstances outside of the applicant's control. This process will not prohibit the applicant from becoming a program participant.

8.1 Eligibility Criteria

A. Family Status

A family is defined as:

- An individual; or
- A group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship. Children temporarily absent from the home due to placement in foster care are considered family members.

An elderly family is defined as:

- A family whose head, spouse or sole member is a person who is at least 62 years of age.

A near-elderly family is defined as:

- A family whose head, spouse or sole member is a person who is at least 50 years of age but below the age of 62.

A disabled family is defined as:

- A family whose head, spouse or sole member is a person who has a physical or mental impairment that substantially limits one or more major life activities.

A displaced family is defined as:

- A family in which each member, or whose sole member, has been displaced by governmental action, or 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.

A mixed family is defined as:

- A family where at least one member in the household is a citizen or eligible immigrant and one or more members are not citizens or eligible immigrants.

A remaining family member is defined as:

- A remaining family member of a household is a person named on the latest lease for a minimum of twelve (12) months, who remains in a unit after other family members have vacated the unit.

In the event a household member's name has not been on the lease for the requisite minimum of twelve (12) months, the household member/s not on the lease for the twelve (12) month minimum must vacate the unit when the head of household vacates the unit. The exception to the twelve (12) month requirement is the case of the death of the Head of Household during the required twelve (12) month period.

In cases when the unit has wheelchair accessible features and the remaining household members do not need the features of a wheelchair accessible unit, the remaining family member(s) must transfer to the next available unit within thirty (30) days from the date that the resident approved for the accessible

features vacated the unit (either voluntarily or involuntarily).

A live-in aide is not a remaining family member and is not entitled to remain in the family unit if the family member for whom the live-in aide cared for is no longer a part of the household.

8.2.1 Tenancy Policy

In the event of the death, departure or incapacity of the Head of Household, a “remaining household family member” as defined in Section 8.1 may apply to become an HACP resident as a Residual Tenancy Applicant. The Residual Tenancy Application will only be approved by HACP if the Residual Tenancy Applicant, including all remaining household members, meets the criteria below.

8.2.2 Qualifications for Residual Tenancy

In order to assume the status of a resident under this policy, the Residual Tenancy Applicant must be:

- A. An adult who has been a recorded member of a residential household on the most current lease whose income has been recorded and considered in the rent computation during the period of occupancy unless he/she was without income or was a full-time student.
- B. In the event that the remaining household members consist only of minor children, the Residual Tenancy Applicant must be an adult who, prior to entering into the lease, was appointed either as a temporary or permanent guardian, or is the natural parent of one or more of the household members, and is willing to assume responsibility for the unit, and is willing to enter into a lease.
- C. In the event the remaining household member is an incapacitated adult who is unable to fulfill the responsibilities of the lease, the Residual Tenancy Applicant must be an adult who has been appointed either as a temporary or permanent guardian, and is willing to assume responsibility for the unit, and is willing to enter into a lease.
- D. The Residual Tenancy Applicant and Applicant’s household, if any, must meet the eligibility requirements as set forth in these Admissions and Continued Occupancy Policy or any successor plan.
- E. In the event of divorce, separation or protective order issued by a court of applicable jurisdiction, any person(s) designated by the decision of the court will be permitted to apply as a Residual Tenancy Applicant provided he/she otherwise qualifies under the eligibility criteria as set forth in this ACOP. Person(s) not so designated are subject to disapproval as a Residual Tenancy Applicant.

8.2.3 Limitation of Policy

- A. Remaining family members will not be considered for residual tenancy if the departing or incapacitated head-of-household relocates to another HACP unit, is being evicted for non-payment of rent and/or for other cause, or vacates the unit leaving an outstanding balance to HACP.
- B. Remaining family members will not be considered for residual tenancy in the event a deceased head-of-household is/was evicted for non-payment of rent/or for cause.

8.2.4 Rights of the Residual Tenant Applicant

A Residual Tenancy Applicant who disagrees with a Residual Tenancy Application decision made by HACP may request a grievance hearing, pursuant to the HACP Grievance Policy.

A. Income Eligibility

Each year, the United States Department of Housing and Urban Development publishes income guidelines in the Federal Register that state maximum income limits for public housing programs. A person may be determined ineligible if the annual gross income of the family exceeds the maximum income limits.

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 requirements of the Housing Authority of the City of Pittsburgh. Income limits do not apply to families transferring within the Authority's Public Housing Programs when the family is defined as a displaced family under the Uniform Relocation Act. Displaced household members over the age of eighteen (18) may be subject to a criminal background check as an eligibility requirement for Program-to-Program transfers within the Authority.

If there are no income-eligible families on the HACP Waiting Lists, the Housing Authority of the City of Pittsburgh will conduct outreach to low-income and extremely low-income families by collaborating with other social service providers to obtain referrals as well as publishing advertisements in at least two newspapers, one of general circulation and one of minority circulation, prior to housing applicants above the applicable income limits.

B. Citizenship/Eligibility Status

To be eligible for assistance, at least one family member must be a U.S. citizen, a naturalized citizen, or 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.

If at least one, but not all, members in the household meet the stated criterion, the family qualifies as a mixed family. A family who qualifies as a mixed family does not receive the full assistance benefit. The assistance for such families is prorated.

C. Signing Consent Forms

In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms to release information.

The consent form must contain, at a minimum, the following:

- A provision authorizing HUD or the Housing Authority of the City of Pittsburgh to obtain from State Wage Information Collection Agencies (SWICA) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
- A provision authorizing HUD or the Housing Authority of the City of Pittsburgh to verify with previous or current employers income information by use of the Electronic Income Verification

(EIV) and otherwise pertinent to the family's eligibility for and/or level of assistance; and

- 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
- A statement that the authorization to release the information requested by the consent form expires fifteen (15) months after the date the consent form is signed.

D. Proof of Social Security Number

Proof of Social Security number for all family members must be provided prior to admission. Acceptable proof of a Social Security number may be from an original Social Security card, letter from the Social Security office with the name of the household member or electronic reports from the Social Security office with the name of the household member.

E. Other

HACP at its discretion may be involved in LIPH or other subsidized housing programs that require admission requirements criteria that are different from the above.

8.3 Eligibility Standards for Occupancy

The Housing Authority of the City of Pittsburgh has established occupancy policies within HUD guidelines, which provide for:

- Housing low-income families;
- Housing families in dwellings properly sized for their family composition; and
- Charging proper rent according to the Total Tenant Payment (TTP) not to exceed 30% of family income or a flat rent based on bedroom size.

8.4 Tenant Selection Criteria/Additional Applicant Information

The Housing Authority of the City of Pittsburgh will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development, environment, other tenants, Housing Authority of the City of Pittsburgh employees, or other people residing in the immediate vicinity of the property.

Otherwise eligible families will be denied admission if they fail to meet the tenant selection criteria.

Applicants will be given the opportunity to inform HACP of mitigating circumstances for consideration by HACP.

Examples of mitigating circumstance may include documentation that the applicant attended classes, counseling or other services to address and correct the past behavior.

Examples of acceptable documentation may be:

- Letter from probation/parole officer;
- Letter from case worker, therapist, or counselor;
- Certificates of completion for relevant treatment;
- Letter from family members, or close friends;
- Proof of employment;

- Letter from employer or teacher;
- Documentation of participation with a community organization;
- Certificate of completion for training program;
- Personal statement from the applicant;
- Other documentation that provides relevant information about the applicant's background and circumstances

*Submission of such documentation does not guarantee admission.

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the public housing lease.

The Housing Authority of the City of Pittsburgh will consider objective aspects of the family's background including, but not limited to, the following:

- A history of criminal activity;
- Rental History – Applicant owes rent or money damages to past landlords including, but not limited to, a Public Housing Authority; and
- Tenant History – A check for the existence of a record of disturbance of neighbors, destruction of property, or living/housekeeping habits, which may adversely affect the health, safety or welfare of other residents.

A. Criminal Background Check (CBC)

A criminal background check will be performed on all applicants for housing and, subject to the considerations noted below (e.g., evidence of rehabilitation, additional reasons for denial, denied for life, etc.), the information will lead to a decision based on the following:

For the purpose of this Policy, if any member of the applicant family is currently charged with any of the following listed offenses, including offenses listed in subsequent sections on 10 Year Denial, Denial for Sex Offenders and Denied for Life sections, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity and will be denied admission while the charges are pending. An ARD placement and cases closed as Probation Without Verdict shall not be considered-convictions for these purposes.

5 Year denial: Any conviction for the following crimes, including solicitation, conspiracy or attempt to commit any of the following crimes, will deny an applicant for 5 years from the date of conviction for admission into the housing program:

Offenses involving Danger to the Person:

1. Voluntary Manslaughter
2. Simple or Aggravated Assault
3. Involuntary Manslaughter
4. Endangering the welfare of a child
5. Reckless Endangerment of another person
6. Stalking
7. Felony or misdemeanor harassment
8. False imprisonment
9. Riot
10. Terroristic threats

11. Unlawful restraint

Drug Offenses:

1. Possession or Delivery of a Controlled Substance
2. Possession with the Intent to Deliver a Controlled Substance
3. The Manufacturing of any Controlled Substance or New Drug
4. Any controlled substance possession or use
5. Solicitation of a Minor to Traffic Drugs

Offenses Against Property:

1. Causing or Risking a Catastrophe
2. Criminal Mischief (when amount exceeds \$5,000.00)
3. Felony criminal trespass

Burglary and Other Criminal Intrusion:

1. Burglary
2. Robbery

Theft and Related Offenses – felonies only:

1. Theft by Unlawful Taking or Disposition
2. Theft by Deception
3. Theft by Extortion
4. Theft of Services
5. Theft of Leased Property
6. Theft by Failure to Make Required Disposition of Funds Received
7. Forgery
8. Access Device Fraud
9. Identity Theft

Other Offenses

1. Disarming a Law Enforcement Officer
2. Prostitution/ promoting prostitution
3. Corruption of minors
4. Any violation of the Uniform Firearms Act.
5. Endangering the welfare of children
6. Open lewdness
7. Resisting arrest
8. Ethnic intimidation or any crime designated a hate crime

10 Year Denial: An applicant will be denied for 10 years from the date of conviction for any crime of attempt, conspiracy or solicitation to commit murder, rape, arson, kidnapping or involuntary deviate sexual intercourse.

Denial for Other Sex Offenders: Except where banned for life or subject to present sex registry registration exclusion, admission will be denied to any household member currently charged with or convicted in the last ten (10) years of the projected date of admission of any offense listed as a sexual offense in Pennsylvania Consolidated Statutes Annotated, or a conviction in another state of a similar offense. This includes any attempt, conspiracy or solicitation to commit these crimes and also includes the crime of indecent assault or the attempt, conspiracy or solicitation to commit indecent assault.

HACP is required to deny the application of a household if HACP determines that any member of the household is subject to current registration requirements under any state sex offender registration program for the duration of the registration period.

Screening for Drug Abuse and Other Criminal Activity

In an effort to prevent drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or the right to peaceful enjoyment of the premises by other residents, HACP will endeavor to screen applicants as thoroughly and fairly as possible. Evidence of such criminal activity includes, but is not limited to: Pending charges or a conviction for drug-related or violent criminal activity.

Use of Law Enforcement Records

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

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

Verification of any past activity will be done prior to final eligibility and will include a check of conviction records.

8.5 Grounds for Denial

The Housing Authority of the City of Pittsburgh is not required or obligated to provide housing to applicants who:

- Do not timely supply information or documentation required by the application process;
- Have failed to timely respond to a written request for information or a request to declare their continued interest in the program;
- Have a history of not meeting financial obligations, especially rent;
- Have a history of failure to maintain their housing in a decent and safe condition where such habits could adversely affect the health, safety or welfare of other tenants;
- Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity, including drug-related criminal activity that would adversely affect the health, safety or well-being of other tenants or staff or cause damage to the property;
- If an applicant has pending criminal charges of a felony or misdemeanor appearing on a CBC, then that application is withdrawn.
- Have a history of disturbing neighbors or destruction of property;

HACP will not deny Program assistance on the basis of a debt owed which originated more than four

years prior to the date of application, unless: 1) a legal proceeding that has resulted in a final judgment in favor of the creditor was initiated to collect on the debt obligation at issue within four years of the date the debt obligation accrued, and 2) the creditor obtained a presently valid writ of execution for the debt which remains unsatisfied or the creditor is within the applicable statute of limitations for obtaining a writ of execution or the creditor obtained a judgment lien on real property within the five year period after the judgment which remains unsatisfied and 3) collection of the debt is not barred by failure to do something at the proper time, especially such delay as will bar a party from bringing a legal proceeding (latches). In addition, persons against whom legal proceedings to collect on a debt obligation are pending, if otherwise eligible, will be placed on a contingent list pending the outcome of the legal proceeding.

- Have committed fraud, bribery or any other corrupt acts in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- Persons evicted or terminated from a federally assisted housing program because of an arrest and/or conviction for drug-related criminal activity as defined in Section 102 of the Controlled Substance Act, 21 USC 802 are ineligible for admission to Public Housing and/or Housing Choice Voucher programs for a seven year period beginning on the date of such eviction/termination. After the seven-year period, the person must certify they are no longer engaging in a drug-related criminal activity and demonstrate successful completion of a rehabilitation program approved by HACP.
- If the family or family member is illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; and/or
- If an applicant or household member has engaged in or threatened abusive or violent behavior towards an HACP employee, contractor, subcontractor or agent. The applicant or household member will be ineligible for housing assistance for three (3) years after the incident. At the end of the three (3) years, the applicant or household member may reapply for housing assistance. Abusive or violent behavior towards HACP personnel or contractors includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- The Violence against Women Act of 2005 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking.
- Were evicted from federally assisted housing or terminated from a Housing Choice Voucher Program within the past 5 years for any reason other than the non-payment of rent. The 5-year limit is based on the date of such eviction.
- The PHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the PHA's policies. Therefore, if the PHA makes a determination to deny admission to an applicant family, the PHA will include in its notice of denial information about the protection against denial provided by VAWA and will request that an applicant wishing to claim this protection notify the PHA within 10 business days.
- If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, or stalking, the PHA will request in writing that the applicant provide documentation supporting the claim.

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the public housing unit

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

Hearings

All applicants denied Low-Income Public Housing have a right to an Informal Grievance Hearing. Further information pertaining to the Grievance Procedure is delineated in Section 9.0 entitled Grievance Hearing Procedure.

8.6 Denied for Life

1. Manufacturing Methamphetamines

If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property, they will be denied admission to HACP for life.

2. Lifetime Sex Offender

Prohibition on persons subject to Lifetime Sex Offender Registration requirement:

If any family member is subject to a lifetime registration under a state sex offender registration program, he/she will be denied for life by HACP.

Should HACP discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the HACP will immediately terminate assistance for the household member.

In this situation, the HACP will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the HACP will terminate assistance for the household.

8.7 Other Criminal Activity

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

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

Applicants and/or their household members who have been convicted of the following crimes will be denied for life from participation by HACP.

- Murder
- Rape
- Kidnapping
- Involuntary Deviate Sexual Intercourse
- Arson

Evidence

HACP will consider credible evidence as proof that a crime has been committed. Credible evidence includes, but is not limited to police and/or court records, testimony from neighbors and/or documentation of drug raids or arrest warrants, evidence gathered by PHA inspectors and/or an investigator, or a combination of any form of evidence. This section is not intended to be an exhaustive list of the types of evidence the HACP will consider.

Opportunity to Dispute

An applicant who has been denied LIPH on the basis that he/she is subject to a lifetime registration requirement under a state sex offender registration program and/or has committed a violent crime as set forth in Sections 8.4 and 8.6 shall have the opportunity for an informal grievance hearing, only to dispute whether the applicant is in fact, the person convicted of the crime. HACP will not re-litigate the matter or consider evidence of rehabilitation.

8.8 Addition and Removal of Family Members from the Household

▪ Additions to household

A head-of-household may seek to add another person to the household as an additional family member. **The HACP will not add another person/s to the household if the addition/s to household will create an occupancy violation or result in the need for a larger unit (resident wishes to transfer to a larger unit).** This rule does not apply when the addition to the household is due to a birth or adoption of a minor child or family reunification involving the Allegheny County Department of Children, Youth, and Families (CYF).

When adding a child to the household an adult member of the household must have written proof of custody of the child they are seeking to add to the household. The HACP must have all required documents for minor children prior to the child being added to the household.

Adults desiring to be added to the household must go through a criminal background check, and must meet all screening criteria as LIPH applicants.

▪ Removal from household

Adult members of the household must remove themselves from the household. The head of household

may not on their own remove another adult person from the household.

When an adult member of the household has moved, the head-of-household must provide proof that the adult person has in fact moved from the LIPH unit. Proof that the person has moved may be in the form of a new lease, a utility bill, a notarized affidavit, under oath, from the remaining adult household member or some other written documentation showing that the person no longer resides in the LIPH household.

9.1 Grievance Procedure

The Housing Authority of the City of Pittsburgh provides a procedure for applicants and residents to file a complaint (a grievance) for decisions or actions the applicant or resident feels is contrary to the interest of the applicant's admission to programs administered by the Housing Authority of the City of Pittsburgh, or the resident's continued occupancy of a public housing unit. The formal and informal Grievance Procedure is attached to this document as Appendix B.

9.2 Informal Grievance for Applicants Determined to be Ineligible

Applicants who are determined ineligible and who do not meet the Housing Authority admission standard will be given written notification promptly, including the reason or the determination.

Ineligible applicants will be promptly provided with a letter detailing the reasons for their ineligibility and offered an opportunity for an informal hearing.

Applicants must submit their request for an informal hearing in writing or alternative format, to the Housing Authority within five (5) business days from the date of the notification of their ineligibility.

If the applicant requests an informal hearing, the Housing Authority will provide an informal hearing. The HACP will notify the applicant of the hearing place, date and time.

A person of the Housing Authority's choosing will conduct informal hearings. The person who is designated as the Housing Authority representative cannot be the person who made the determination of eligibility or a subordinate of that person.

The applicant may bring to the hearing any documentation or evidence s/he wishes and the evidence along with the information obtained by the Housing Authority will be considered. Documentation may include:

- Letter from probation/parole officer;
- Letter from case worker, therapist, or counselor;
- Certificates of completion for relevant treatment;
- Letter from family members, or close friends;
- Proof of employment;
- Letter from employer or teacher;
- Documentation of participation with a community organization;
- Certificate of completion for training program;
- Personal statement from the applicant;
- Other documentation that provides relevant information about the applicant's background and circumstances

[*Submission of such documentation does not guarantee admission.](#)

The Housing Authority representative conducting the hearing will make a determination based upon the merits of the evidence presented. The Housing Authority representative will provide a written decision to the applicant and will place a copy of the decision in the applicant's file.

The grievance procedures available for current Public Housing residents do not apply to Housing Authority determinations regarding eligibility that affects new applicants.

9.3 Withdrawn Applicants

When an applicant has been determined eligible and is subsequently withdrawn for any reason, the applicant may receive an informal administrative review.

9.4 Requesting a Formal Grievance Hearing for Residents

Residents have a right to an informal as well as a formal Grievance Hearing.

- **Time for Requesting**

Complainants must request an informal hearing within five (5) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant.

Complainants who are residents must request a formal Grievance Hearing within seven (7) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant. Applicants do not have a right to a formal Grievance Hearing.

Grievances due to immigration status: This subparagraph deals only with grievances requested due to the delay, denial, reduction or termination of assistance as the result of the immigration status of the complainant or his/her family.

Time for requesting hearing: After notification of the INS decision on appeal, or in lieu of requesting an appeal to the INS, the complainant may request a grievance hearing. 24 CFR §5.514(f)(1). This request must be made either within thirty (30) days of receipt of the notice of denial or termination or assistance or within thirty (30) days of receipt of the INS appeal decision.

9.5 Computation of Time

Last Day: If the last day for the Housing Authority or a complainant to act falls on a Saturday, Sunday, state and/or federal holiday, or when the HACP's Offices are closed, the deadline is extended to the next day that is not a Saturday, Sunday or a federal holiday.

How to request a Hearing:

1. Applicant: An applicant must fill out a written or alternative format request for a grievance hearing with the Occupancy Department or Site-Based Management Office of the Housing Authority.
2. Resident of Public Housing: A resident of public housing must fill out a written request or

alternative format to request a grievance hearing with the site office in his or her community.

9.6 When a Grievance Hearing will not be Granted for a Resident

A grievance hearing will not be granted under the following situations:

1. Failure of a tenant to request a grievance hearing within seven (7) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant. 24 CFR §966.55(c).
2. Evictions based on alleged drug related criminal activities. 24 CFR §966.51(2)(i)(B).
3. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority. 24 CFR §966.51(2)(i)(A).
4. For disputes between public housing residents, Section 8 participants, and applicants that do not involve the Housing Authority, or class grievances. 24 CFR §966.51(b).
5. As a forum for initiating or negotiating policy changes between a group or group of residents and the Housing Authority's Board of Commissioners. 24 CFR §966.51(b).
6. If tenant filed a legal action against the Housing Authority prior to or after requesting a grievance hearing and the issues in the legal proceedings arise out of the same set of facts that the complainant now requests a grievance hearing for (this excludes any appeal taken from the decision of a hearing officer).
7. For failure to make rental payments to the Housing Authority. 24 CFR §966.55(e).
8. Requesting a grievance hearing of which the basis arises out of the same set of facts as a previous hearing. This section does not apply to cases that were remanded from an appellate court that had proper jurisdiction to hear the appeal. (See Section X entitled "APPEALS" for information on how to properly appeal the decision of a hearing officer.)
9. The Housing Authority schedule of utility allowances for families participating in the Section 8 program.

9.7 Decision of the Hearing Officer

Contents and Service of Decisions: All decisions of the hearing officer will be in writing or other format as requested, shall contain findings of fact and the reasons for the decision, and shall be served upon all parties or their counsel by mail. 2 Pa. C.S.A. §507, 24 CFR §966.57(a). The hearing officer is solely responsible for drafting the decision, which will be based exclusively upon the facts and evidence that are presented and established at the hearing, 24 CFR §966.56(5). The Housing Authority shall retain a copy of the decision in the complainant's folder. 24 CFR §966.57(a).

9.8 Appeals

Right to an Appeal. A party to a grievance hearing may appeal the decision of a hearing officer to a court vested with jurisdiction to hear such appeals by or pursuant to Title 42 of Purdon's Pennsylvania Code Statutes Annotated (relating to judiciary and judicial procedure). 2 PA. C.S.A. §702.

Furthermore, unless stated otherwise, all appeals from the decision of a hearing officer must be in accordance with 42 Pa. C.S.A. §933.

A copy of the complete HACP Grievance Procedure is attached to this document as Appendix B.

10.1 Managing the Waiting Lists

Site-Based Waiting List Application Process

The Housing Authority of the City of Pittsburgh (HACP) operates a Site-Based Waiting List process. Site-based waiting lists allow families to select the development/s where they wish to reside and must be consistent with all applicable civil rights and fair housing laws and regulations. . The Housing Authority of the City of Pittsburgh (HACP) maintains a Waiting List for each of the public housing developments as well as a waiting list for resident transfers. Under this process, applicants are required to apply for Low Income Public Housing (LIPH) at the Occupancy Department, any Site Management Office or through an automated lottery system. Depending on the option utilized by the HACP, either lottery or traditional date and time stamped, applicants will be able to submit pre-applications or applications by mail, fax, online or in person at the Occupancy Department or any Site Management Office.

All applicants will be required to complete a pre-application that requests specific information about the applicant (below):

- Name and social security number
- Date and time of application or application number
- Household Type (Family, elderly, family with disability)
- Unit (bedroom) size required (based of family members in household)
- Amount and Source of Annual income
- Admission preferences (HACP Established)
- Accessibility requirements if any; and
- Race and Ethnicity of the Family Head

Applications will be accepted by date and time received and then sorted by HACP established preferences, if applicable. When an applicant's name reaches the top of a waiting list, the applicant is scheduled for a processing session with a HACP staff member. Applicants are notified via mail as to the date, time and location of the processing session along with the person's name with whom you will be meeting. Applicants are required to complete a "full" Low Income Public Housing application at their scheduled processing session.

The Occupancy Department reviews and selects the pool of applicant files based on date, time and established preference procedures. Among applicants with the same preference, families will be selected on a first-come, first-served basis according to the date and time their pre-application is received by the PHA. The Occupancy Department is responsible for managing and overseeing the entire application process.

The HACP also has the option of utilizing an automated lottery system. With the lottery, applications can be submitted anytime day or night from any private computer or by mailing the completed application to a specified location. All completed applications will be entered into an automated lottery system. Date and time will not affect an applicant's position on the waiting list. Applicants will be randomly selected for eligibility screening by an independent third-party. The randomly

selected applications will then be assigned a ranking based on the HACP established preferences.

When selecting applicants from the waiting list, whether selected through a lottery or date and time stamped, the HACP matches the characteristics of the available unit (unit size, accessibility features, unit type) to the applicants on the waiting lists.

UNIT OFFERS:

Site offices receive a pool of applicant files. The number of applicant files in a pool will be determined by the number of vacancies at the site. The Occupancy Department mails all households within a pool a letter on the same date advising the household to contact the site for a leasing appointment. The Occupancy Department forwards copies of the letters along with contact information to the specific sites. The sites attempt to contact the applicants via telephone within 24 hours of receiving the information. The sites also mail a letter advising the household to contact the site for a leasing appointment if telephone contact is unsuccessful. All letters will be mailed to the last known address of the applicant household. Applicant households have the sole responsibility of advising the Occupancy Department in writing or alternative format of a change in address, income, and household composition.

The site offices will make apartment offers and schedule leasing appointments with any household within the pool. Apartment offers and leasing appointments do not have to follow date and time order. If a letter is returned because the applicant family has a change in address and has not contacted the Occupancy Department in writing or alternative format regarding that change, the application for the household will be withdrawn from all Waiting Lists and the applicant family has to wait ninety- (90) days before the family can re-apply for LIPH.

Applicant households must timely respond to an apartment offer, as outlined in the offer letter. Applicant households who fail to timely respond to an offer letter will be withdrawn from all Waiting Lists and the applicant family has to wait ninety- (90) days before the family can re-apply for LIPH.

Once an applicant is housed in Low Income Public Housing, the applicant will be removed from all Site-Based Waiting Lists.

The HACP must offer housing to all the members of one applicant pool at a specific site before making apartment offers to members of another applicant pool at the same site. A “pool” is defined as one (1) or more applicant households who are at the top of the Waiting List/s according to the number of vacancies for the site. For example: if a site has four vacancies, the first eight (8) applicant households on the Waiting List for that site will be sent a letter advising the applicant household to contact the site for an apartment offer and leasing appointment. The “pool” will consist of the eight (8) families at the specific site. If by chance all 8 applicants contact the site and the site doesn’t have enough units to assign, the site will retain all of the files until 1) all 8 have been given a chance for a unit or 2) the applicant/s waiting for a vacancy/s reaches the top of another waiting list before a vacancy occurs at the site where their file/s is being retained, prompting the file/s to be returned to the Occupancy Department.

A leasing appointment with the Site-Based Management Office and the applicants/residents must be scheduled and completed within thirty (30) days from the date the unit offer is accepted. Applicants/residents who do not sign a lease within the requisite thirty (30) days of acceptance of unit offer, and do not show just cause will be required to reapply for admission to the specific site.

Opening and Closing the Waiting List: When the estimated wait time for a new applicant on a specific

HACP Waiting List becomes more than twelve (12) months, HACP may close that specific LIPH Waiting List, after required public notice. When the estimated wait time for a new applicant on a specific waiting list becomes six (3) months or less, the HACP will reopen that specific LIPH Waiting List after public notice.

WAITING LIST MANAGEMENT

HACP will maintain separate site-based waiting lists for each of its public housing developments. HACP will administer the waiting lists as required by the U.S. Department of Housing and Urban Development.

10.2 Waiting List Options

Applicants will be afforded an opportunity to select from two waiting list options: Option 1 - Specific Site or Option 2 – First Available. To assist applicants in the selection of an option that best meets their needs, the HACP will update the web site to include the following information for each development:

- A description of the development
- The targeted population served (family community, elderly/disabled)
- Age restrictions, if applicable
- The total number of units and bedroom distribution
- The number of UFAS accessible units by bedroom distribution and timeline for availability
- The number of units with accessible features
- A description of the accessible features available (hearing impaired, visually impaired, roll-in showers, etc.)
- Information on elevator, if applicable
- The size of the unit for standard and UFAS (square feet)
- The annual turnover rate for standard units
- The annual turnover rate for UFAS accessible units
- The projected wait time for vacancies for standard units by bedroom distribution
- The projected wait time for vacancies for UFAS accessible units by bedroom distribution
- A list of the various social service programs located in the development
- Location of the social service programs and accessibility information
- Information on the various amenities available in the development
- Laundry, community room, playground, etc.
- Accessibility of laundry (front loading washers)
- Information on proximity to hospitals and schools
- Information on parking (lots or on the street)
- Information on accessible parking
- The topography of the surrounding community
- Information on public transportation
- A small site map indicating the location of the management office and community center
- Driving Directions
- Information regarding on-site security

The application package will include the web address and a brief synopsis of the information on the web site. In addition, HACP will provide computer access to enable applicants to obtain information posted on the web site regarding HACP's developments. This information will be available at the Occupancy

Department and Site-Based Management Offices of the HACP.

Individuals who lack access to technology may request a brochure that includes the above-referenced information by calling the Occupancy Department or Site-Based Management Offices of the HACP. Persons with disabilities may request this information in other formats.

Option 1--Specific Site(s): Option 1 allows an applicant to select and to be placed on Waiting Lists for up to three preferred sites. The selected sites must each contain apartments of the bedroom size for which the applicant is eligible.

Applicants who select a preferred site will be offered an appropriately sized apartment when they reach the top of a Waiting List for a selected site. Applicants who choose to be on more than one site may reach the top of one site Waiting List before they reach the top of another Site Waiting List. However, the applicant must accept the first apartment that becomes available in the preferred site/s selected by the applicant that meets the needs of applicant's household.

If an applicant rejects an apartment offered in one of the applicant's communities of preference, the applicant's name will be removed from all waiting lists unless the applicant has an approved reasonable accommodation and the apartment offered fails to meet the applicant's disability-related need. When an applicant with disabilities rejects an apartment in one of their communities of preference that does not meet their approved disability-related need, the applicant's name will remain on the waiting list(s).

If an applicant's name is removed from any and/or all waiting Lists, the applicant has the right to an informal hearing to contest being removed from the Waiting Lists(s).

If the applicant needs an accessible apartment or specific features based upon an approved reasonable accommodation, and the HACP has not offered the applicant an apartment in the applicant's preferred site/s that meets the approved disability-related need of the applicant's family, the applicant's name will remain on the Waiting List/s, if he or she chooses, until such an apartment becomes available in one of the preferred sites or until the HACP can modify an apartment to meet the approved reasonable accommodation needs of the applicant's family.

When it is anticipated that the HACP will not have an accessible apartment, or cannot make approved reasonable accommodations to an apartment to meet the needs of the applicant within a reasonable time period, HACP may offer the applicant a standard unit. HACP staff will collaborate with the resident to determine the modifications that can be made to the standard unit while the resident waits for an accessible unit that meets the resident's disability-related need.

When an accessible or a modified apartment that meets the applicant's approved reasonable accommodation needs becomes available in one of the applicant's preferred sites, the applicant must accept the apartment; or the applicant's name will be removed from all Waiting Lists.

If an applicant's name is removed from any Waiting List/s, the applicant has the right to an informal hearing to contest being removed from the Waiting List/s.

For more information on the HACP's procedure for the assignment of accessible units to persons with disabilities, please refer to Section 11.0 of this document.

Option 2--First Available-Waiting Lists: Applicants who chose the "First Available" apartment option will be placed on the Waiting Lists for each site for which the applicant is eligible. Apartment offers will

be based on the applicant's date and time of application. When the applicant's name reaches the top of a Waiting List in any site for which the applicant is eligible, the applicant will be offered an appropriately sized apartment in the site that meets the applicants approved reasonable accommodation needs.

Applicants who are elderly or who have a disability may select one of three options: "First Available (All)"; "First Available (High-Rise Only)"; or "First Available (Family Only).

Unless an applicant needs a UFAS-accessible or otherwise modified apartment to meet the needs of the household's approved reasonable accommodation, and HACP has not offered the applicant an apartment, an applicant's failure to accept an apartment offer will result in the applicant's name being removed from all Waiting Lists.

If an applicant's name is removed from any and or all Waiting Lists, the applicant has the right to an informal hearing to contest being removed from the Waiting Lists(s).

If the applicant needs an accessible apartment, or a modification to an apartment to reasonably accommodate an approved disability need/s, the applicant's name will remain on the Waiting List(s), if he or she chooses, until such a unit becomes available in the applicant's preferred or current community or until the HACP can modify a unit to meet the approved disability related needs of the applicant's family. When an accessible or a modified apartment which meets the applicant's approved disability related needs becomes available in the resident's current community or community of preference, the applicant must accept the apartment offer or be removed from all Waiting List/s. If an applicant's name is removed from any and or all Waiting List/s the applicant has the right to an informal hearing to contest being removed from the Waiting List(s).

By selecting either option 1 or option 2, the applicant is selecting a community of choice. The applicant must accept a unit in the first community offered that meets the approved needs of the applicant.

AN APPLICANT CANNOT DECLINE AN OFFER BECAUSE THE APPLICANT WAS NOT OFFERED A SPECIFIC UNIT IN THEIR COMMUNITY OF CHOICE.

10.3 Waiting List Preferences for Public Housing Developments

To assure that it does not result in practices that violate the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, as amended, or local laws and regulations against unlawful discrimination, the HACP will engage in affirmative marketing to assure that all persons are informed that they have an equal opportunity to reside at any site owned and operated by the HACP. Such affirmative marketing may include radio announcements, newspaper articles, and other highly publicized forms of advertisement.

1. PREFERENCE 1: Working, Elderly and/or or Disabled

a. Working Head of Household

An application in which the head of household, spouse or co-head of household is considered working in a long-term full-time or part-time capacity and/or any head of household, spouse or co-head of household legally employed by an employer in a full-time capacity. The head of household, spouse or co-head of household must be employed at the time of application

The head of household, spouse or co-head of household must work for wages, commissions or other consideration of value and have been so gainfully employed after the date of

application. The head of household, spouse or co-head of household must demonstrate full-time employment for at least six (6) consecutive months of the preceding twelve (12) months prior to the date of the pre-application or the date of placement except for mitigating circumstances, such as lay-off, business closure, or regular seasonal employment, such as construction or teaching.

Full-time employment must be an average of thirty-two (32) hours per week. It must be apparent that the full-time employment is not of a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment prior to the date of the application. Self-employed individuals would not qualify for this Local Preference unless the head of the household, spouse or co-head of household is able to demonstrate one full year of self-employment prior the date of application; or

i. Long-term Part-time Employment

Any head of household, spouse or co-head of household legally employed in a long-term part-time capacity. The head of household, spouse or co-head of household must work for wages, commissions or other consideration of value and have been so gainfully employed for at least six (6) consecutive months prior to the date application (if admitted within sixty (60) days of the pre-application) or the date of placement (in all other cases) except for mitigating circumstances, such as lay-off business closure, or regular seasonal employment, such as construction or teaching. Part-time employment must be an average of twenty (20) hours per week. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment after the date of application. Self-employed individuals would not qualify for this preference unless the head of the household, spouse or co-head of household were able to demonstrate on full year of self-employment prior to the date of application.

If the Head of Household, spouse or co-head of household is not employed at the time of his/her scheduled Resident Orientation, the family will lose its preference. If the Head of Household, spouse or co-head of household regains employment within thirty (30) of the date of the first scheduled resident orientation and shows documentation of said employment, the family will regain its preferences status back to the family's original date and time.

b. Elderly and Disabled Families

Any head of household, spouse, or co-head of household, age 62 or older or receiving social security disability, supplemental security income (SSI) disability benefits, or any other payments based on an individual's inability to work, or third party certification of disability.

2. PREFERENCE 2: Involuntarily Displaced

Involuntarily Displaced persons are families not living in standard, permanent replacement housing. The family is or will be involuntarily displaced if they have or will vacate the unit in which they reside because of:

Disaster – Any otherwise eligible family who is involuntarily displaced as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. In the case of a disaster, the family must provide third-party written verification from an appropriate agency or unit of government (such as FEMA) that the disaster resulted in the permanent displacement of the family due to the extensive damage to their dwelling. The HACP shall reserve the right to determine, in its sole discretion, the acceptability of such third-party verification.

Governmental Action - Any otherwise eligible family who is involuntarily displaced as a result of governmental action. Governmental action includes, but is not limited to, redevelopment of assisted housing, building condemnation, or the taking of property via eminent domain.

3. PREFERENCE 3: Veteran Preferences

The Authority shall provide a preference for any active duty United States service-member or veteran. The preference shall extend to:

- a. The household of which the service-member or veteran is a member.
- b. The surviving household members of a deceased service-member or veteran who died of service-connected causes, and the death occurred during active duty service or within five years of discharge from service, and the death occurred not more than five years from the date of application for housing.

Veteran status shall be determined as defined by federal statute at 38 USC 101(2) and 38 CFR 3.1(d).

Nothing in this section shall be construed to supersede: (1) Any Federal law or regulation relating to local preferences adopted pursuant to federal law. (2) Any Federal law or regulation concerning tenant eligibility and selection or local criteria adopted pursuant to Federal law.

4. PREFERENCE 4: Witness Protection

Preference for Witness Protection Individuals and Families. Individuals and families who are otherwise eligible, are currently engaged in a local, state or federal witness protection program or other cooperative law enforcement activity and are referred through that same law enforcement agency to the HACP Public Safety Department will be eligible for this preference. Individuals and families' eligibility for this preference will be verified by the director of the HACP Public Safety Department or their designee. Individuals and families referred by the HACP Public Safety Department and verified as being eligible for this preference will receive the preference and will come to the top of the waiting list whether the waiting list is open or closed.

5. PREFERENCE 5: Non-Preference

Applicants who do not qualify for categories #1 or #2 will not have a local preference, and will be placed on Waiting List/s according to the date and time of application

6. SPECIAL PREFERENCE SCATTERED-SITE POLICY

This special preference is for new public housing applicants as well as current HACP residents desiring to transfer to select scattered site housing under the site-based policy. **The head of household, spouse or co-head of household must be employed at the time the lease is signed.** The special preferences for applicants and residents seeking transfers on the scattered site Waiting List is as follows:

a. Special Preference 1: Working 24 Months, Elderly and Disabled

i. *Elderly and Disabled Families*

Any head of household or their spouse, age 62 or older or receiving social security disability, supplemental security income (SSI) disability benefits, or any other payments based on an individual's inability to work, or third party certification of disability.

ii. *Working Head of Household*

An applicant where the head of household, spouse or co-head of household is considered working in a long-term full-time or part-time capacity.

iii. *Any head of household, spouse or co-head of household legally employed by an employer in a full-time capacity.*

The head of household, spouse or co-head of household must work for wages, commissions or other consideration of value and have been so gainfully employed after the date of application. The head of household, spouse or co-head of household must demonstrate full-time employment for at least 24 consecutive months prior to the date of the pre-application and the date of placement except for mitigating circumstances, such as, lay-off, business closure, or regular seasonal employment, such as construction work or teaching. The time period for change of employment due to mitigating circumstances is thirty (30) days between full time employments.

- (a) Full-time employment must be an average of thirty-two (32) hours per week.
- (b) It must be apparent that the full-time employment is not of a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment prior to the date of the application.
- (c) Self-employed individuals would not qualify for this special preference unless the head of the household, spouse or co-head of household is able to demonstrate 24 months of self-employment prior the date of application; or

iv. *Long-term Part-time Employment*

Any head of household, spouse or co-head of household legally employed in a long-term part-time capacity. The head of household, spouse or co-head of household must:

- (a) Work for wages, commissions or other consideration of value; and
- (b) Have been so gainfully employed for 24 months prior to the date of application or the date of placement (in all other cases), except for mitigating circumstances, such as lay-off business closure, or regular seasonal employment, such as construction or teaching work. The time period for change of employment due to mitigating circumstances is thirty (30) days between full time employment.
 - (i) Part-time employment must be an average of twenty (20) hours per week. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment after the date of application.
 - (ii) Self-employed individuals would not qualify for this special preference unless the head of the household, spouse or co-head of household was able to demonstrate on 24 months of self-employment prior to the date of application and placement.

b. Special Preference 2: Working 12 Months

Working Head of Household, Spouse or Co-Head of Household

An applicant where the head of household, spouse or co-head of household is considered working in a long-term full-time or part-time capacity.

- (a) Any head of household, spouse or co-head of household legally employed by an employer in a full-time capacity. The head of household, spouse or co-head of household must work for wages, commissions or other consideration of value and have been so gainfully employed after the date of application.
- (b) The head of household, spouse or co-head of household must demonstrate full-time employment for at least 12 consecutive months prior to the date of the pre-application and the date of placement except for mitigating circumstances, such as lay-off, business closure, or regular seasonal employment.
- (c) The time period for change of employment due to mitigating circumstances is thirty (30) days between full time employment.

- (d) Full-time employment must be an average of thirty-two (32) hours per week.
- (e) It must be apparent that the full-time employment is not of a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment prior to the date of the application.
- (f) Self-employed individuals would not qualify for this special preference unless the head of the household, spouse or co-head of household is able to demonstrate one full year of self- employment prior the date of application; or

- i. Long-term Part-time Employment

Any head of household, spouse or co-head of household legally employed in a long-term part-time capacity. The head of household, spouse or co-head of household must work for wages, commissions or other consideration of value and have been so gainfully employed for at least 12 consecutive months prior to the date of pre-application except for mitigating circumstances, such as lay-off, business closure, or regular seasonal employment.

- (g) Part-time employment must be an average of twenty (20) hours per week.
- (h) It must be apparent that the part-time employment is of a continuous, as opposed to a temporary nature, and the head of household, spouse or co-head of household must anticipate such continuous employment after the date of application.
- (i) Self-employed individuals would not qualify for this Special Preference unless the head of the household, spouse or co-head of household was able to demonstrate 12 months of self- employment prior to the date of application and placement.

*An exception to the **Special Preference Scattered-Site Policy** pertains to UFAS units. If any member of an applicant or resident household is approved for a wheelchair accessible unit through the HACP’s reasonable accommodation process, the family may opt for Scattered Sites (based on family composition and required bedroom size – Scattered Sites may not have specific size units in its inventory) without the head of household, spouse or co-head of household meeting preference requirements.

** An exception to the **Special Preference Scattered-Site Policy** pertains to applicants or residents Involuntarily Displaced by the Choice Neighborhoods Initiative Redevelopment Activity. Residents facing relocation due to redevelopment as a result of the Choice Neighborhood Grant Project will be given preference for any available units in the Scattered Sites properties. Such families meeting the special preference requirements will be given first opportunity to select the available units. If any Scattered Site units remain available after all families meeting the special preference criteria have been offered a Scattered Site unit, any remaining families involuntarily displaced by the Choice Neighborhoods initiative will be temporarily exempt from the special working preference criteria. The

exemption will cease at the time replacement housing is made available to the displaced household. Further, if the displaced household declines the offer of permanent replacement housing and opts to remain in the Scattered Site unit, the household will be subject to the preference as it relates to eligibility for the unit. If the household does not meet the preference, they will be required to move within 60 days of the offer for permanent replacement housing.

7. DETERMINING PREFERENCE ELIGIBILITY AND POSITION ON WAITING LISTS

a. Initial Determination

At the time of application, initial determination of an applicant's entitlement to a local preference may be made on the basis of an applicant's certification of their qualifications for that preference. Before selection is made, this qualification must be verified. If the preference verification indicates that the applicant is not entitled to a local preference, unless the HACP determines that the applicant committed fraud against the Agency, the applicant will be placed on the waiting list as a non-preference applicant.

b. Ties in Preference

Date and time of application are the final determinants if there are two applicants needing the same size and type of unit and having the same local preferences of equal weight.

c. Changes in Preference Eligibility

Applicants will be placed on the Waiting List according to local preference qualifying information provided by the applicant. This preference status will not have been verified at the time of preliminary application.

Applicant circumstances may change while awaiting a unit offer. These changes may affect entitlement to a preference. Applicants are required to notify HACP in writing or alternative requested format when their circumstances change. Whenever applicants claim a different preference, they will be placed on the waiting list in order of their claimed preference.

When an applicant is entitled to a preference due to a change in employment, disability or elderly status and provides proof of the said change/s, that applicant's preference will be retroactive to the date and time of the application.

When an applicant who previously had a preference, due to employment, and that applicant quits the job without the benefit of other employment, that applicant will lose his/her preference. The loss of preference will be retroactive back to the date and time of the application.

However, for final eligibility, applicants must still meet the preference category requirement(s) at the time a unit is expected to be available and a full application is completed.

If the applicant's preference cannot be verified, the applicant will be notified of the preference denial and given the opportunity for an administrative review.

8. ORDER OF SELECTION

Applications will be filed in the following hierarchical order:

- d. General Applications
 - i. Local preference of applicants
 - ii. Date and time

- e. Preference Categories
 - i. Involuntarily Displaced
 - ii. Working, Elderly and/or Disabled
 - iii. Veterans
 - iv. Non-Preference

Within each preference category, veterans shall receive preference over non-veterans, as defined in Section 10.2 Item 3. Veterans Preference.

10.4 Organization of Waiting Lists

The Occupancy Department processes all pre-applications and applications and maintains all Waiting Lists. The Occupancy Department and Site-Based Management Offices record the date and time a completed application is received by the HACP, and determine the eligibility for public housing and bedroom size.

Updating Applications and Waiting Lists

Applicants on all Waiting Lists will be contacted, in writing or other format as requested, to update their application information and to verify their continued interest in public housing and for their preferred communities. Applicants are required to keep the Occupancy Department of the Housing Authority of the City of Pittsburgh notified of their current address and telephone number. All mailings, including, but not limited to, update letters will be mailed to the last address on file with the Housing Authority of the City of Pittsburgh. Applicants who fail, without just cause, to respond to the HACP's update letter are removed from all Waiting Lists. Applicants must advise HACP of any and all changes of address, income and household composition. All changes must be made by the applicant in person, or by mailing the new address to the Occupancy Department.

The term just cause is used to define reasons that are specific in nature, and that have a rational relationship to the reason the applicant failed to respond or to comply with the requirement or request of the HACP.

Changes in Household Composition or Disability Status

If an applicant's family composition or disability/ elderly status changes after being placed on Waiting Lists, the applicant will retain his or her original application date and time. The applicant must update their Site-Based selection by completing a "change form" if the family composition change requires a change in bedroom size, an accessible apartment, a high rise apartment, or an accommodation that requires an apartment in a specific site.

Request to Change of Site Preference

If an applicant changes his or her mind regarding his/her Waiting List/s preferences after being placed on Waiting List/s without a family composition change, or a change in the disability or elderly status of a head of household, spouse or co-head of household as described above, the applicant must complete a "change form" at the Occupancy Department. In such instances, applicants are assigned a new Sequence Date (effective date they made the change).

Resident Orientation

All applicants are required to attend a resident orientation. Applicants will be given a Certificate of Completion upon meeting the requirements of resident orientation. Upon request, provisions will be made for applicants with disabilities who require a reasonable accommodation.

10.5 Apartment Offers/Selections

Site offices receive a pool of applicant files. The number of applicant files in a pool is determined on the number of vacancies at the site. The Occupancy Department mails all households within a pool a letter on the same date advising the household to contact the site for a leasing appointment. The Occupancy Department forwards copies of the letters along with contact information to the specific sites. The sites attempt to contact the applicants via telephone within 24 hours of receiving the information. The sites also mail a letter advising the household to contact the site for a leasing appointment if telephone contact is unsuccessful. All letters are mailed to the last known address of the applicant household. Applicant households have the sole responsibility of advising the Occupancy Department in writing or alternative format of a change in address, income, and household composition.

The site offices make apartment offers and schedule leasing appointments with any household within the pool. Apartment offers and leasing appointments do not have to follow date and time order. If a letter is returned because the applicant family has a change in address and has not contacted the Occupancy Department in writing or alternative format regarding that change, the application for the household is

withdrawn from all Waiting Lists and the applicant family has to wait ninety (90) days before the family can re-apply for LIPH.

Applicant households must timely respond to the site for an apartment offer, as outlined in the letter. Applicant households who fail to timely respond to a letter are withdrawn from all Waiting Lists and the applicant family has to wait ninety (90) days before the family can re-apply for LIPH.

The HACP must offer housing to all the members of one applicant pool at a specific site before making apartment offers to members of another applicant pool at the same site. A “pool” is defined as one (1) or more applicant households who are at the top of the Waiting List/s according to the number of vacancies for the site. For example if a site has four vacancies, the first eight (8) applicant households on the Waiting List for that site will be sent a letter advising the applicant household to contact the site for an apartment offer and leasing appointment. The “pool” will consist of the eight (8) families at the specific site. If by chance all 8 applicants contact the site and the site doesn’t have enough units to assign, the site will retain all of the files until 1) all 8 have been given a chance for a unit or 2) the applicant/s waiting for a vacancy/s reaches the top of another waiting list before a vacancy occurs at the site where their file/s is being retained, prompting the file/s to be returned to the Occupancy Department.

A leasing appointment with the Site-Based Management Office and the applicants/residents must be scheduled and completed within thirty (30) days from the date the unit offer is accepted. Applicants/residents who do not sign a lease within the requisite thirty (30) days of acceptance of unit offer, and do not show just cause, will be required to reapply for admission to the specific site.

If the applicant or a household member is disabled and qualifies for an accessible unit, the applicant may reasonably decline to accept an apartment that fails to meet the applicant’s disability-related need without being removed from the Waiting Lists. The Authority will use its best efforts to meet the needs of the applicant as soon as possible, under all circumstances.

If an applicant’s name is removed from any and/or all Waiting Lists, the applicant has the right to a hearing to contest being removed from the Waiting List/s.

A letter is sent to applicants who are removed from Waiting List/s to notify them that they are removed from the Waiting List/s; and may not reapply for LIPH for ninety (90) days after the removal date. Applicants who are removed from the Waiting List/s may request an informal hearing under the HACP Grievance Procedure.

10.6 Removal of Applicants from the Waiting List/s

The Housing Authority of the City of Pittsburgh will not remove an applicant’s name from the Waiting List/s unless:

- The applicant requests in writing or other format as requested that the name be removed; or
- The applicant fails to respond to a written request for information or a request to declare his/her continued interest in the program; or
- The applicant does not meet either the eligibility or suitability criteria for the program; or
- When the applicant's name reaches the top of a Waiting Lists in any site the applicant has selected, and the applicant is offered an appropriately sized apartment in the site that meet the needs of the applicant, and the applicant declines the apartment offer without just cause.

The term just cause is used to define reasons that are specific in nature, and that have a rational relationship to the reason the applicant failed to respond or to comply with the requirement or request of the HACP. For example, when the HACP sends a written or request in another format that requires the response of an applicant or resident within a specified time period and applicant does not respond because he/she was in the hospital and did not receive the request, he/she will be exempt from the required response time due to reasons of just cause. There are other situations that may constitute of just cause.

Discretionary administrative determination by the PHA:

Failing to appear for a scheduled appointment, failing to provide requested documentation, failing to respond to a letter requesting a response, mail returned from the post office will result in withdrawal from the waiting list. Such withdrawal is not subject to the informal review or grievance.

11.1 Assignment of Accessible Units

Accessible units will first be offered to current residents on the Transfer Chart who reside in the community and require the accessibility features of the vacant unit, then to current residents with disabilities on the Transfer List who selected the community in which the vacant accessible unit is available as a community of preference and need the features of the vacant unit, and then to applicants on the Waiting List/s who need the features of the unit. If the Waiting List/s does not have any families with disabilities requesting accessible units, the HACP reserves the right to lease the unit to a family that does not need the features of the unit. The family assigned to the unit will be required to sign a Lease Addendum agreeing to move, at HACP's expense, upon being given 30 days written notice that a family with a disability needs the unit.

If an applicant who is on the Waiting List/s without the need for an accessible unit is offered an accessible unit and declines, the refusal to accept the unit will have no impact on the applicant's status on the Waiting Lists.

11.2 Assignment of Units Designated for the Elderly and Disabled

In buildings that are designated for the elderly and disabled, priority will be given to elderly and disabled families who select a particular community as a community of preference. If there are no elderly or disabled families on the Waiting List/s, priority will then be given to near elderly families. If there are no near elderly families on the Waiting List/s, units may be offered to families who qualify for the appropriate bedroom size.

The following developments are designated as elderly and disabled:

- Pennsylvania Bidwell
- Pressley Street High-Rise
- Northview Heights High-Rise
- Bernice Crawley Manor (Glen Hazel High Rise)
- Caliguiri Plaza
- Murray Towers
- Morse Gardens
- Daniel A. Pietragallo
- Finello Pavilion
- Gualteri Manor
- Mazza Pavilion

The following sites have been designated as elderly-only buildings and are not managed by the Housing Authority of the City of Pittsburgh:

- Silver Lake
- North Aiken
- Fairmont
- The Legacy

12.1 Housing Unit Occupancy Standards

The general guidelines for housing unit bedroom size are as follows:

Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

Definitions:

Adult: An individual at least 18 years of age.

Elderly: Age 62 or over

Near-Elderly: Age 50 - age 61

Infant: An individual under the age of 3.

Live-in aide: An individual who resides in the unit and is essential to the care and well-being of a family member who is disabled, is not obligated to support the family member, and would not be living in the unit except to provide the supportive services. Live-in aides have no right of survivorship or as a remaining family member to the unit in which they reside and their income is not calculated for purposes of rent determination. Live-in Aides are subject to a criminal background check, landlord credit check as well as the following requirements listed below, prior to approval. Live-in aides must not have committed any of the following:

- Does not timely supply information or documentation required to determine if the person is eligible to be a live-in-aide;
- Has engaged in or threatened abusive or violent behavior towards any Housing Authority of the City of Pittsburgh staff or resident;
- Has a history of disturbing neighbors or destruction of property;
- Is illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The credit check provision applies when the owing landlord balance due and is owed to the Housing Authority of the City of Pittsburgh, a Section 8 landlord, or another housing Authority.

In the event the credit check reveals that the person seeking to be a live-in-aide has an owing balance to a private landlord, the Authority may use the owing balance to deny the applicant if the applicant will manage the finances of the person with the disability, especially as it pertains to paying rent to the Housing Authority of the City of Pittsburgh.

Residents and applicants requesting approval of a live-in aide must follow the reasonable accommodation procedure. Upon approval of the reasonable accommodation for a live-in aide, the Occupancy Department must approve the individual selected. The HACP will perform criminal background checks and apply other tenant selection criteria permitted by law. Upon approval, the live-in aide will be added to the lease as a live-in aide. The income of the live-in aide is not counted. A live-in aide will be given a separate bedroom.

The above stated Occupancy Standards are used as a guide by the HACP to determine minimum and maximum occupancy standards. Variation from the guidelines is allowed as long as the variation does not violate state laws regarding occupancy standards, or health and safety regulations.

- No more than two persons are permitted to occupy a bedroom.
- Persons with an age differential of more than 5 years and persons of the opposite sex when one of the children is three years of age or older will be provided separate bedrooms.
- Children of the same sex normally should share a bedroom if the difference in their age is 5 years or less. If their age difference is more than 5 years, then they may receive separate bedrooms depending upon availability. Residents are obligated to request such transfers.
- Children of opposite sex may share a bedroom until one of the children reaches age three (3).
- Persons with verifiable medical needs, disability, or other extenuating circumstances will be provided a more suitable unit based upon documented need.
- Foster children expected to remain in the household for an extended duration of time will be included in determining eligible apartment size. The foster children must be expected to be physically in the home overnight for more than 185 days within a twelve (12) month period.
- Live-in aides will be provided a separate bedroom.
- A bedroom may be provided for a child who is away at school but who lives with the family during times when school is not in session. Space will not be provided for a family member who will be absent most of the time. Persons who are not full-time students who do not physically stay overnight in the home for more than 185 days within a twelve (12) month period are not considered when calculating bedroom size.
- Parents/Guardians must show proof they have a physical custody order of a child for whom they are requesting a bedroom.
- Apartments will be assigned so that a minimum of one person will occupy each bedroom and no more than two will be required to share a bedroom.
- Bedrooms will be provided to families involved with Children, Youth and Family Services, who have a valid court order stating that the children will be returned within ninety (90) days, and HACP has verified the court order and circumstances of the return of the children.
- A person that is a member of the participant's household does not qualify as a live-in aide. A person that was a member of the participant's household in the last six (6) months does not qualify as a live-in aide. If the participant wants to engage the services of a relative, HACP requires that

the participant certify that: 1)The live-in aide is qualified to provide the needed care 2) The live-in aide was not part of the household prior to the participant enrolling in the LIPH program 3) There is no other reason for the aide to reside in the unit other than to care for the participant (i.e. the individual can demonstrate they have a previous residence they left in good standing) 4) The aide and the participant will maintain separate finances.

13.0 Resident Lease and Occupancy Orientation

Prior to signing the lease, all families (head of household and other adult family members) are required to attend and certify attendance at the Resident Lease and Occupancy Orientation when they are initially accepted for occupancy. Families may request a reasonable accommodation if they are unable to attend the orientation. Absent an approved reasonable accommodation, 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. Failure of an applicant family to attend the orientation without just cause, after reasonable rescheduling attempts, may result in the applicant's name being removed from Waiting Lists. The applicant will be provided with a copy of the lease, the Grievance Procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and the notice of the Reasonable Accommodation Policy. 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 Housing Authority personnel. The certification will be placed 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 Housing Authority of the City of Pittsburgh will retain the original executed lease in the tenant's file. A copy of Grievance Procedure will be attached to the resident's copy of the lease.

All persons offered housing must attend Resident Orientation and receive a certificate of completion prior to being scheduled for a leasing appointment. Resident orientation will be held at the site where the resident will be residing. Applicants with disabilities may request a reasonable accommodation.

All residents and guests eighteen (18) years of age or older are required to have valid photo identification in order to enter HACP properties. Persons not having the requisite identification will not be allowed on property owned and operated by the HACP.

Persons under age eighteen (18) must be listed as a household member on the HACP lease, or visiting a person who is a legal member of an HACP household. The HACP must have notice and/or approval from an adult member of the household before the HACP or its designee will allow the person under age eighteen (18) on HACP property.

Illegal and/or unauthorized firearms are prohibited on any property of HACP.

14.1 Leasing Appointment

A leasing appointment with the Site-Based Management Office and the applicants/residents must be scheduled and completed within thirty (30) days from the date the unit offer is accepted.

During the leasing appointment, the Site Manager will:

- Discuss the lease in detail.
- Review the HACP's Reasonable Accommodation Policy.
- Collect first month's rent and security deposit (the HACP will only accept money orders for the first month's rent and security deposit. Cash and personal checks will not be accepted).
- Have tenant sign lease and give a copy of the lease to the tenant.
- Give a brief community orientation.
- Answer any questions.
- Take tenant to unit, perform pre-occupancy inspection and give keys to residents.
- Enter applicant/resident into the assigned unit in the computer system.
- Provide a copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.
- Provide a copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19.
- Provide information about the protections afforded by the Violence against Women Act of 2005 (VAWA) to victims of domestic violence, dating violence, and stalking and 24 CFR part 5, subpart L.

Applicants/residents who do not sign a lease within the requisite thirty (30) days of acceptance of unit offer, and do not show just cause, will be required to reapply for admission to the specific site.

Applicants must meet the employment and/or Disabled/ Elderly requirements at the time for leasing for scattered sites properties. Applicants not meeting the stated criteria as it pertains to scattered sites properties will not be able to lease the scattered sites unit. The applicant will be removed from the scattered sites Waiting List.

*An exception to the **Special Preference Scattered-Site Policy** pertains to UFAS units. If any member of an applicant or resident household is approved for a wheelchair accessible unit through the HACP's reasonable accommodation process, the family may opt for Scattered Sites (based on family composition and required bedroom size as Scattered Sites may not have specific size units in its inventory) without the head of household, spouse or co-head of household meeting preference requirements.

The term just cause is used to define reasons that are specific in nature, and that have a rational relationship to the reason the applicant failed to respond or to comply with the requirement or request of the HACP.

15.0 Transfers and Relocation

All resident Transfer Requests will be assigned a weight in order of priority. The highest transfer priority will be assigned the greatest weight. Residents may transfer from their current unit by submitting a transfer request through the site office. Except in cases of emergency, resident relocation, or a reasonable accommodation, a resident must reside in an apartment in excess of twelve (12) months before the resident can qualify for a transfer. Except in cases of emergency, resident relocation and reasonable accommodations, and residents who qualify for a scattered sites transfer, residents will be transferred on a five (5) to one (1) per site ratio with new move-ins; one (1) transfer for every five (5) new move-ins. All transfers will be subject to bedroom size availability. Transfers to scattered sites will be made on a two (2) to one (1) ratio; one (1) transfer for every two 2 new move-ins.

*The HACP reserves the right to initiate a “Management Initiated” transfer at any time to: a) alleviate resident conflict and maintain harmony in its buildings and/or communities; b) facilitate completion of major unit repairs; or c) to provide transfers for graduates of the HACP career development program who have secured and maintained employment. Based on the seriousness of the issue and reason, the Management Initiated transfer can be considered the same as an Emergency transfer and carry equal weight, or can be given lower weight.

Displaced household members age eighteen (18) and over may be subject to a criminal background check as an eligibility requirement for Program-to-Program transfers within the Authority.

Where the term “Resident Relocation” is used, the term refers to HACP residents, or residents of other properties impacted by redevelopment or development activity funded in whole or in part by HACP, who are displaced residents as defined by the Federal Uniform Relocation Act (URA). The term does not mean or apply to resident transfers.

- Emergency Transfer/Emergency Relocation;
- Need for a reasonable accommodation because of a qualifying disability or UFAS unit;
- Grossly under-housed;
- Grossly over-housed;
- Under-housed;
- Work or school related transfers;
- Resident Requested (transfers requested for none of the above stated reasons).
- * Management Initiated

*The HACP reserves the right to initiate a “Management Initiated” transfer at any time to: a) alleviate resident conflict and maintain harmony in its buildings and/or communities; b) facilitate completion of major unit repairs; c) to provide transfers for graduates of the HACP career development program who have secured and maintained employment; or d) alleviate any other issue/s that Management feels is pertinent to assist with resident relations. Based on the seriousness of the issue and reason, the Management Initiated transfer can be considered the same as an Emergency transfer and carry equal weight, or can be given lower weight.

If a resident’s transfer is approved for emergency, grossly under-housed or grossly over-housed situations, the resident’s name is placed on the Site Based Waiting Lists for all communities that offer their required bedroom size. Residents required to transfer due to emergency, grossly under-housed or grossly over-housed situations, must accept the unit assigned to them by the HACP. Residents are only assigned apartments that meet the eligibility needs of the family. Families who refuse to transfer into a unit that meets the approved needs of the family, or who fail to transfer within thirty (30) days after an apartment offer is accepted, are considered to be in violation of the HACP lease, and are subject to eviction proceedings.

Residents who fail to accept a transfer, without just cause, will have to wait one (1) year from the date of refusal before he/she applies for another transfer, if the reason for the request is the same.

Residents wanting to transfer must be in good standing with the HACP when they apply for the transfer, on the date their offer is to be made, and at time of leasing (ex: no owing balance; not in eviction process; etc.). If a resident is not in good standing with the HACP at the time of the transfer request, the transfer request will not be accepted. If a resident is not in good standing with the HACP at the time an offer is to be made or at the time of leasing, the request will be denied. If and when the resident regains good standing status, he/she can again request a transfer (not applicable to emergency or reasonable accommodation transfers).

Residents wanting to transfer to Scattered Sites must be employed an average of 20 or more hours per week for at least twelve (12) consecutive months prior to requesting a transfer or elderly/ disabled.

The Housing Authority of the City of Pittsburgh reserves the rights to defer transfers, except in cases of emergency and a reasonable accommodation until five (5) new move-ins have been made. The

HACP reserves the right to have a move-in transfer ratio of five (5) to one (1). All transfers regardless of the move-in/transfer ratio will be made according to the above listed priority. When possible the HACP will attempt to transfer grossly over and under-housed families within the community in which the family currently resides.

When HACP does not have any residents or applicants on the waiting list who need the features of an accessible apartment, HACP may offer the accessible apartment to an applicant or resident who does not need the accessible features of the apartment upon the signing of a Lease Addendum. By signing the Lease Addendum the resident or applicant assigned to an accessible apartment who does not need the

features of the apartment agrees to move, at HACP's expense, if a person with an approved disability needs the apartment.

- a) A resident who is approved for a transfer will be offered an apartment that reasonably meets the approved reasonable accommodation request of the resident in the resident's current community.
- b) If there is no apartment in the resident's current community that meets the approved reasonable accommodation needs of the resident, the resident may select as many communities of preference as the resident desires, as long as the selected communities have the bedroom size for which the resident is eligible.
- c) If the resident declines the apartment offered in the resident's current community or communities of preference that meets the approved disability-related need without just cause, the resident's name will be removed from the Transfer List on the date that he or she declines. Unless the purpose of the transfer is to be in a specific community as a result of reasonable accommodation, job, safety or school-related issues, the resident requesting the transfer will be offered a unit that meets their approved needs in the resident's current community, if available. If no units are available that meet the resident's approved disability-related need in the current community, the resident will be transferred to the resident's community of preference or first- available unit that meets the resident's need as indicated on the resident's Site Selection Chart. Transfer requests that are not related to a reasonable accommodation and require the resident to be moved outside of their current community of residence will be placed on a specific site Waiting List/s in date and time order, according to when the completed transfer request is received by the Site-Based Management Office. Transfer Requests will be weighted based on priority established in the rank-order list in this section of the document.

Residents who are required to transfer due to an emergency, grossly over or under-housed must accept the unit assigned to them by the HACP. Residents will only be assigned apartments that meet the eligibility needs of the family. Families who refuse to transfer into a unit that meets the approved needs of the family, or who fail to transfer within fifteen (15) days after an apartment is offered, are considered to be in violation the HACP lease, and are subject to eviction proceedings.

Residents who fail to accept a transfer, without just cause, will have to wait one year from the date of refusal before he/she applies for another transfer, if the reason for the request is the same.

The HACP will pay moving expenses and utility connection/disconnection fees related to the move for transfers that result from an approved reasonable accommodation request for residents with disabilities.

The Housing Authority of the City of Pittsburgh reserves the right to defer transfers, except in cases of emergency and reasonable accommodations, until five (5) new move-ins have been made. The HACP

reserves the right to have a move-in transfer ratio of five (5) to one (1). All transfers regardless of the move-in/transfer ratio will be made according to the above listed priority.

15.1 Reasonable Accommodation Transfers

Residents who need to transfer as a result of an approved reasonable accommodation will be offered a unit in the resident's current community that meets the resident's approved disability-related need. If an apartment that meets the resident's approved need/s is not available in the resident's current community, the Disability Compliance Office will advise the resident of their option to complete a Site Selection Chart to identify alternative communities in which the resident would like to transfer.

The resident will be requested to return the Site Selection Chart within five business days. The Disability Compliance Office will provide assistance with the completion of the Site Selection Chart and/or provide the Site Selection Chart in an alternative format when requested.

If the resident does not return the Site Selection Chart within the designated time frame, the Disability Compliance Office will either contact the resident via telephone and/or if deemed necessary, make a home visit to provide assistance with the completion of the Site Selection Chart.

Upon the receipt of the completed Site Selection Chart, the Occupancy Department will place the resident on the Transfer Chart retroactive to date of submission of a complete reasonable accommodation request. A reasonable accommodation request is complete upon the submission of a Reasonable Accommodation Request Form and Third-Party Verification Form.

When a unit is available that meets the resident's needs in one of the resident's preferred communities or the first-available community when the resident chooses the first-available option, that unit will be offered to the resident. The Disability Compliance Office and the staff member of the Occupancy Department will jointly sign the offer letter. When the resident accepts the unit offered, the Occupancy Department shall document the transfer on the Transfer Chart and notify the Site Manager and Disability Compliance Office accordingly. The Site Manager shall contact the resident to schedule a leasing date.

If a resident fails to accept an accessible unit in the resident's community of origin or the resident's community of preference that meets the resident's approved reasonable accommodation need/s, without just cause, the resident's name will be removed from the Transfer Chart.

16.0 Income, Exclusions from Income & Deductions from Income

The HACP uses the Income and Rent Guidelines as established by the U.S. Department of Housing and Urban Development (HUD) when calculating tenant rent. Where HACP guidelines conflict with HUD guidelines, HUD guidelines will prevail.

To determine annual income, the Housing Authority of the City of Pittsburgh counts the income of all family members, excluding the types and sources of income that are specifically excluded in Section 16.2. Once the annual income is determined, the Housing Authority of the City of Pittsburgh subtracts all allowable deductions to determine the Total Tenant Payment.

16.1 Income

Annual income means all amounts, monetary or not, from any source, that:

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

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission, 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 of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000 annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

As per NOTICE PIH-2013-03, the HACP will utilize the temporary provisions established by this notice until March 31, 2014. The temporary provision is as follows:

This Notice allows a PHA to accept a family's declaration of the amount of assets of less than \$5,000, and the amount of income expected to be received from those assets. The PHA's application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. Where the family has net family assets equal to or less than \$5000, the PHAs does not need to request supporting documentation (e.g. bank statements)

from the family to confirm the assets or the amount of income expected to be received from those assets. Where the family has net family assets in excess of \$5000, the PHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. (24 CFR 5.609(b)(3), 982.516(a)(2)(ii), 960.259(c)).

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 workers' compensation are excluded.)
6. TANF/welfare assistance.

If the TANF/welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the TANF assistance agency in accordance with the actual cost of shelter and utilities, the amount of TANF assistance income to be included as income consists of:

- The amount of allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- The maximum amounts that the TANF assistance agency could in fact allow the family for shelter and utilities. If the family's TANF 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.

If the amount of TANF/welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the TANF requirements and/or had not committed an act of fraud.

If the amount of TANF/welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

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.

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.)

Annual income does not include:

- 1) Income from employment of children (including foster children) under the age of 18 years;
- 2) Payments received for the care of foster children, adoption subsidy or foster adults;
- 3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- 5) Income of a live-in aide;
- 6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- 8) The amounts received from the following programs:
 - a) Amounts received under training programs funded by HUD;
 - b) 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);
 - c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall

monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

- e) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- f) Temporary, nonrecurring or sporadic income (including, but not limited to gifts);
- g) 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;
- h) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- i) Adoption assistance payments in excess of \$480 per adopted child;
- j) For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - i) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:
 - a. As authorized by a Federal, State or Local law;
 - b. Is funded by the Federal, State or Local government;
 - c. Is operated or administered by a public agency; and
 - d. Has as its objective to assist participants in acquiring employment skills
 - i) Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- ii) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment-training program or subsequent job.
- iii) The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
 - (1) Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - (2) Families whose income increases during the participation of a family member in any family self-sufficiency program.
 - (3) Families who are or were, within 6 months, assisted under a state TANF program.
- iv) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- v) 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;
- vi) Amounts paid by a State agency to a family with a member who has a qualifying disability and is living at home to offset the cost of services and equipment needed to keep the disabled family member at home; or
- vii) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- (1) The value of the allotment of food stamps;
- (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- (3) Payments received under the Alaska Native Claims Settlement Act;
- (4) Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
- (5) Payments made under HHS's Low-Income Energy Assistance Program;
- (6) Payments received under the Job Training Partnership Act;
- (7) Income from the disposition of funds of the Grand River Band of Ottawa Indians;
- (8) The first \$2000 per capita received from judgment funds awarded for certain Indian claims;
- (9) Amount of scholarships awarded under Title IV including Work Study;

- (10) Payments received under the Older American Act of 1965;
- (11) Payments from Agent Orange Settlement;
- (12) Payments received under the Maine Indian Claims Act;
- (13) The value of childcare under the Child Care and Development Block Grant Act of 1990;
- (14) Earned income tax credit refund payments;
- (15) Payments of living expenses under the Americorps Program;
- (16) Additional income exclusions provided by and funded by the Housing Authority of the City of Pittsburgh

The Housing Authority of the City of Pittsburgh will not provide exclusions from income in addition to those already provided for by HUD.

16.2 Deductions from Annual Income

The following deductions will be made from annual income:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability; disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
4. For any elderly or disabled family:
 - a) That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - b) That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - c) That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
5. Childcare expenses.
6. Child Support Payments up to a maximum of \$480.00 per year.

16.3 Rent Rebate

Residents of the Housing Authority of the City of Pittsburgh who encounter a situation of family need as a result of a natural disaster may be offered a rent rebate in the amount up to 100% of the resident's net monthly rent for up to 90 days. An additional rebate may be considered in extreme circumstances by further resolution of the Board of Commissioners on a case-by-case basis.

16.4 Self-Sufficiency Incentives – Disallowance of Increase in Annual Income

Definitions: The following definitions apply for purposes of this section:

Disallowance: Exclusion from annual income.

Previously unemployed: Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 55 weeks at the established minimum wage.

Qualified family: A family residing in public housing:

- Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or
- Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the Housing Authority of the City of Pittsburgh in consultation with the local agencies administering temporary assistance for needy families (TANF) and TANF-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$550.

A. Disallowance of increase in annual income.

1. *Initial twelve-month exclusion:* During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Housing Authority of the City of Pittsburgh shall exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.
2. *Second twelve month exclusion and phase-in:* During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Housing Authority of the City of Pittsburgh shall exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

Maximum 24 month disallowance: Once a family member is determined to be eligible for the disallowance of increased income, the 24-calendar month period starts; If the family member discontinues the employment that initially qualified the family for the disallowance of increased income, the 24-calendar month period, disallowance of increased income benefits are recalculated based on changes to family member income and employment; During the first 12-calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12-calendar month period, the PHA must exclude from annual income of the family at least 50 percent of an increase in income of such family member as a result of employment of the family member's income before the qualifying event (i.e., the family member's baseline income); The disallowance of increased income benefit is limited to a lifetime 24-month period for the qualifying family member; At the end of the 24 months, the EID ends regardless of how many months were "used".

The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

B. Family Self-Sufficiency Escrow Savings Account

A component of the Family Self-Sufficiency Program is the optional Escrow Savings Account. This account rewards the participant who had an increase in their earned income, which results in an increase in their rent. A calculated portion of this earned income is deposited into an account and the funds can be accessed by the participant for the purpose of meeting their goals while participating in the FSS program. Goals such as the following are eligible:

Higher education (college, graduate school) Job training
Start up business expenses (small business) Credit repair
Homeownership

A public housing FSS family may use its FSS account funds for the purchase of a home, including the purchase of a home under HACP or HUD homeownership programs or other Federal, State or local

homeownership programs unless such use is prohibited by the statute or regulations governing the particular homeownership program.

The use of the funds must be relative to the goals of the participant as stated in their ITSP (Individual Training and Service Plan).

When a program participant wants to utilize escrow funds in his or her account, they submit a request to the Housing Authority along with documentation to support the request.

If the Housing Authority of the City of Pittsburgh determines that the FSS family has fulfilled its obligations under the contract of participation and that the request is eligible under the program guidelines and is consistent with the participants ITSP, the requested amount shall be paid to the head of the FSS family.

If the Housing Authority of the City of Pittsburgh determines that the FSS family has fulfilled its obligations under the contract of participation before the expiration of the contract term, and the head of the FSS family submits a certification that, that they are employed, and to the best of his or her knowledge, no member of the FSS family is a recipient of welfare assistance twelve (12) months prior to graduation of the program, the amount in the family's FSS account, in excess of any amount owed to the Housing Authority by the FSS family, shall be paid to the head of the FSS family.

The Family Self-Sufficiency Account (FSS) funds of all families participating in the Housing Authority of the City of Pittsburgh's FSS program shall be deposited into an interest bearing savings account.

The Housing Authority of the City of Pittsburgh will not provide an FSS escrow account to families who are not participating in the FSS program.

17.1 Verification

The Housing Authority of the City of Pittsburgh will verify information related to Waiting List/s preferences, eligibility, admission, and level of benefits prior to admission in accordance with HUD regulations. 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 when the disability is not apparent, 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.

HACP may require and use additional and/or other forms and methods of verification other than those outlined. The HACP uses EIV and The Work Number verification. Whenever a conflict between the HACP and HUD regulations exists, HUD regulations will prevail.

17.2 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, the family’s certification will be accepted. Citizenship documentation such as listed below will be required.

Other information will be verified by third-party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Housing Authority of the City of Pittsburgh or automatically by another government agency, e.g., the Social Security Administration.

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, e.g., name/date of contact, amount received, etc.

When third-party verification cannot be obtained, the Housing Authority of the City of Pittsburgh will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Housing Authority of the City of Pittsburgh has been unable to obtain third party verification in a reasonable time period, not to exceed ten (10) days. Photocopies of the documents provided by the family will be maintained in the file.

When neither third-party verification nor hand-carried verification can be obtained, the Housing Authority of the City of Pittsburgh may accept a notarized statement signed by the head, spouse or co-head, or household member’s age eighteen (18) years of age or older. Such documents will be maintained in the file.

17.3 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, the Housing Authority of the City of Pittsburgh will send a request form to the source along with a release form signed by the applicant/tenant via first class mail. The HACP may use EIV to determine income and calculate rent.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Letter from Social Security, electronic reports with the name of the household member

Verification Requirements for Individual Items

Proof of Age	Original birth certificate	A valid State Issued Driver's license; A valid state or federally issued identification Card; Letter from Social Security Office with date of birth on letter; Recorded date of Birth from the County Health Department, or keeper of vital records for the County in which the applicant was born.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability for income purposes	Letter from medical professional, SSI, or other qualified source	Proof of SSI or Social Security disability payments (not verification for a reasonable accommodation)
Need for an accessible unit or reasonable accommodation	Completion of Verification portion of Request for Reasonable Accommodation form by medical or other professional	Completion of Verification portion of Request for Reasonable Accommodation form by medical or other professional
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, Prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, notarized mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond

Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Value of and Income from Assets		
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
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Income		
Earned income	Letter from employer	At least six pay stubs from the immediate past three months. The HACP will obtain [at a minimum, two] current and consecutive pay stubs, dated within 60 days (from the HACP interview/determination or request date) for determining the annual income from wages. Documents older than 60 days (from the HACP interview/determination or request date) are acceptable for confirming effective dates of income.
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
Periodic payments (i.e., social security, TANF, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

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 head of the household must sign the list.

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 family causes the delay.

If the Housing Authority of the City of Pittsburgh 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 family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

17.5 Timing of Verification

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

When an interim re-certification is conducted, HACP may verify and update all information related to family circumstances and level of assistance or may only verify and update those elements reported to have changed.

17.6 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 re-certification. Prior to a new member joining the family, their citizenship/eligible non-citizen status shall be verified.

For each family member age six (6) and above, verification of Social Security number will be obtained only once. This verification should be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular re-certification. Likewise, when a child turns six (6), their verification will be obtained at the next regular re-certification.

When a participant requests to add a new household member, who is under the age of six and does not have an SSA-assigned SSN, the participant must obtain the SSA-assigned SSN and provide the PHA with the documentation of this notice within 90 calendar days of the child being added to the household.

18.0 Determination of Total Tenant Payment and Tenant Rent

At admission and in preparation for their re-certification, each family is given the choice of having their rent determined under the formula method or having their rent set at flat rent. The HACP may use EIV between re-certifications to check changes in family income to determine rent.

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

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

18.1 The Formula Method

The total tenant payment is equal to the greater of:

1. 10% of monthly income; or
2. 30% of adjusted monthly income

Adjusted monthly income is defined as gross income minus deductions and allowances.

The family will pay the greater of the total tenant payment or the minimum rent of one hundred fifty dollars (\$150.00).

18.2 Flat Rent

HACP 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 condition, amenities, services and neighborhood. The Housing Authority of the City of Pittsburgh determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be re-evaluated periodically and adjustments applied. Affected families will be given a thirty (30) day notice prior to any change in the flat rent. Adjustments are applied on the anniversary date for each affected family.

Families who select a flat rent will not receive a utility allowance. Families who encounter an economic change in circumstances may select the Brooke Rent method to determine rent. However, families may not again select flat rent until the anniversary date of the household.

The Housing Authority of the City of Pittsburgh will post the flat rents at each of the developments and at the Site-Based Management Office upon approval by the Board of Commissioners and public comment.

18.3 Minimum Rent and Financial Hardship Exemption

1. Per terms of the MTW Lease, HACP has in effect a minimum rent for all Tenants in the amount of \$150.00 per month and is subject to increase during successive terms of this Lease as allowed by law.
2. HACP may grant exemptions to the \$150.00 minimum rent standard. If an exemption is granted, the Tenant's rent will be calculated based upon the Brooke Method (30% of the household's gross annual income) or based on flat rent. At a minimum, all tenants will be required to pay \$25.00 per month rent.
3. HACP shall grant exemptions from the \$150.00 minimum rent and will charge a \$25.00 minimum rent in the following instances:
 - a. Tenant is a participant in an economic self-sufficiency/FSS program; or
 - b. Tenant is 62 years or older; or
 - c. Tenant is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that, because of this disability, he or she is unable to participate in the economic self-sufficiency/FSS program, or
 - d. Tenant is engaged in work activities at a minimum of 15 hours per week at minimum wage; or
 - e. Tenant meets the requirements for being exempted from having to engage in a work activity under a Pennsylvania 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 of Pennsylvania, including the State-administered welfare-to-work program; or**

- f. Tenant is a member of a Family receiving Assistance benefits or services under the PA state program funded by Part A of Title IV of the SS Act (42 U.S.C. et. seq.) or **under any other welfare program of the state of PA (examples: cash assistance) and has not been found by the state or other administering entity to be in noncompliance with such program.**

4. Hardship Exemption. HACP may grant a Hardship Exemption from rent, including the \$25.00 per month minimum required of those exempted from the \$150.00 minimum rent, under the following circumstances:

- a. When the family is awaiting an eligibility determination for a government assistance program;
- b. When the income of the family has decreased because of loss of employment;
- c. When a death has occurred in the family; and
- d. When other such circumstances occur that would place the family in dire financial straits such that they are in danger of losing housing. Such other circumstances will be considered and a determination made by HACP.

When a family requests a hardship exemption, HACP will determine if the hardship is temporary or long-term. If the hardship is verified to be temporary (90 days or less), HACP will reinstate the prior rent amount when the hardship ceases, and offer the family a reasonable repayment agreement in accordance with the HACP Repayment Policy for the period the rent was suspended. Failure to comply with a reasonable Repayment Agreement under these circumstances may result in eviction. Resident must participate in the Family Self Sufficiency Program.

If the hardship is verified to be long term (lasting more than 90 days), minimum rent of \$25 will be suspended until the hardship ceases. Members of the family who are of working age are not age 62 or older and not blind or otherwise disabled will be required to participate in the FSS program in order to qualify for rent suspension. Although a family may not be evicted for failing to pay minimum rent while the hardship is occurring, families are required to participate in the FSS Program and may be evicted for failure to actively participate and maintain good standing with the FSS program during that time period. If the Housing Authority determines there is no qualifying financial hardship, prior rent will be reinstated back to the time of suspension. The family may use the formal and/or informal grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

The financial hardship exemption applies only to families required to pay minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption.

The HACP has established additional hardship criteria without respect to the “minimum rent requirement”. Additional hardship criteria may include the following:

- Unusual circumstances beyond the immediate control of the tenant i.e., death of family, medical etc.
- Commission of crime with supporting documentation (police report) that may substantiate a financial loss of income.

18.4 Utility Allowance

The Housing Authority of the City of Pittsburgh provides a utility allowance to families required to pay gas or electric utilities based on a market study or updated periodically. When a resident’s utility allowance exceeds the rent, residents are given the difference. For families required to pay gas or electric utilities, all allowances will be mailed to the address in the pre-addressed, stamped envelope. Individuals with disabilities may request a higher utility allowance or a waiver of excess utility consumption charges as a reasonable accommodation if the need is related to their disability. A copy of any revised Utility Allowance Schedule will be posted in all site management offices. Unless the tenant has an approved reasonable accommodation, tenants who have usage above what is deemed necessary will be required to reimburse the HACP for the excess usage.

The Housing Choice Voucher/Section 8 utility allowance will be used for public housing residents residing in mixed-financed communities over which HACP has oversight.

18.5 Paying Rent

Rent and other charges are due and payable on the first day of the month. All rents must be paid at the lock box in the postage prepaid, pre-addressed envelope. As a safety measure, no cash shall be accepted for rent payments. If the rent is not paid by the fifth day of each month, a Notice to Vacate will be issued to the tenant. In addition, an administrative fee will be assessed to the tenant ledger. 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 HACP administrative fee and the actual amount of the non-sufficient funds subject to the provisions of the HACP Lease Agreement.

Residents who are unable to use the above procedure for paying rent due to a disability may request a reasonable accommodation.

19.1 Re-certification

CONDUCTING BIENNIAL REEXAMINATIONS (regulation as Amended by MTW Authority)

As part of the biennial reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition.

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a HACP-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, HACP's authorization form(s) that enables HACP to verify information required by HUD, but not covered under HUD's release form, as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified in accordance with HACP policies. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an biennial basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status
- Criminal Background Check

Families who opt for the flat rent may request to have a re-certification and return to the income-based method for any of the following reasons:

- The family's income has decreased.
- The family's need for a reasonable accommodation (a reasonable accommodation may be requested at any time).
- The family's circumstances have changed increasing their expenses for childcare, medical care, etc.

- Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

The new rent will generally be effective upon the anniversary date, with thirty (30) days' notice of any rent increase to the family.

Residents who fail to complete the re-certification process by the date indicated in their re-certification notice will be posted for eviction. If the household subsequently completes the re-certification prior to the anniversary date, the eviction action will be suspended. Any increase will be effective on the re-certification date. Any reduction will be effective the first of the month after the rent amount is determined. **As a condition of continuing occupancy the Housing Authority reserves the right to conduct criminal background checks on all HACP household members age eighteen (18) and older.**

TENANTS who fail to recertify WILL BE CONSIDERED TO HAVE COMMITTED A MATERIAL BREACH OF THE LEASE AND THE HACP MAY PURSUE ALL LEGAL REMEDIES UP TO AND INCLUDING LEASE TERMINATION.

19.2 Interim Re-certification

Families are required to report changes in income or family composition to the Housing Authority of the City of Pittsburgh between regular re-certifications. If the family's rent is being determined under the formula method, these changes will trigger an interim re-certification. The family shall report these changes within ten (10) days of their occurrence.

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

- If the resident gives timely notice of an increase in income, the resident will be given a minimum of thirty (30) day notice of the effective date of the increase.
- If the resident fails to give timely notice, then the new rent will be effective retroactive to the date the rent should have increased had the increase in income been timely reported by the family.
- If rent decreases, the new rent will be effective the first day of the month following the notice of the change in income.

Circumstances that will trigger an interim re-certification include:

- Changes in family composition
- Reduction in income
- Change in FSS status

- Change in Earned Income Disallowance (EID)

Families are required to report all increases in earned income over \$200.00 per month.

19.3 Special Re-certification

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (\$0 renters) or have a temporary decrease in income, the Housing Authority of the City of Pittsburgh may schedule special re-certifications every sixty (60) days until the income stabilizes and an annual income can be determined.

The Housing Authority of the City of Pittsburgh shall require a special re-certification for any family member that reports less than \$100 per month income. Such special re-certifications shall occur on a regular basis, occurring not more than once every thirty (30) days and not less than once every ninety (90) days.

- If the resident gives timely notice of an increase in income, the resident will be given a minimum of 30 day notice of the effective date of the increase.
- If the resident fails to give timely notice, then the new rent will be effective retroactive to the date the rent should have increased had the increase in income been timely reported by the family.
- If rent decreases, the new rent will be effective the first day of the month following the notice of the change in income.

20.1 Inspections

An authorized representative of the HACP will conduct a series of inspections throughout the tenancy of the household. All households will receive a minimum of twenty-four (24) hours advance notice of the inspection, except in cases of emergency.

20.2 Move-in Inspections

The Housing Authority of the City of Pittsburgh and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file. New residents will receive Healthy Home instruction information during resident orientation. The HACP or its assigned agent will also visit all residents.

20.3 Uniform Physical Condition Standards Inspections

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

20.4 Special Inspections

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

20.5 Housekeeping Inspections

The Housing Authority of the City of Pittsburgh will conduct periodic housekeeping inspections to ensure that the family is maintaining the unit in a safe and sanitary condition.

20.6 Emergency Inspections

If any employee and/or agent of the Housing Authority of the City of Pittsburgh have reason to believe that an emergency exists within the housing unit, HACP will attempt to call the resident to advise them of the need to enter their unit. If the resident cannot be reached by telephone, authorized employees or agents of the HACP can enter the unit. The person that enters the unit will leave a written notice or notice in a requested format to the resident that states the date and time the unit was entered and the reason why it was necessary to enter the unit. The notice will also state what repairs, if any, were made or what other actions are required of the tenant.

20.7 Move-Out Inspections

The Housing Authority of the City of Pittsburgh conducts the move-out inspection on the date that the household vacates the unit to assess the condition of the unit and determine responsibility for any needed repairs. When possible, 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 household. Upon notification to the household, the security deposit will be used to offset the cost of any damage to the unit.

21.1 Other HACP Policies and Programs

Applicants and residents are subject to other HACP policies and procedures that are not fully outlined in the ACOP. The stated policies and procedures are attached as appendices to this document and are incorporated herein as if fully set forth in this document. The attached HACP policies and procedures to include, but not limited to the HACP lease, have the same force and effect as if fully set out herein.

HACP through its Self Sufficiency program may provide training to encourage residents to own and start businesses. The agency will also work with residents to place businesses and services in HACP properties, based on need and governmental regulatory / licensing requirements.

In addition to the attached policies and procedures, the HACP has voluntary programs through its Family Self-Sufficiency Department to provide additional assistance to residents to meet their social and economic goals. The stated programs are also outlined in this section of the ACOP.

21.2 Pet Policy

Households desiring pets must obtain written approval from HACP, pay a pet deposit and adhere to all guidelines pertaining to pet ownership, including but not limited to, those relating to control of the animal, disposal of pet waste, registration, shots, neutering and spaying, and licensing.

The HACP reserves the right to remove all pets that pose a threat to the safety of other residents or HACP staff. The Pet Policy in its entirety is attached as Appendix D to this document.

21.3 Assistance Animal Policy

Residents with approved reasonable accommodations for assistance animals may have assistance animals without respect to breed, size and training if it will enable them to enjoy their dwelling unit or participate in HACP programs and services. Assistance animals must be under the control of the owner or handler at all times.

Assistance animals are exempt from the Pet Policy and do not require a security deposit. The Assistance Animal Policy in its entirety is attached as Appendix E to this document.

21.4 Payment Plan Policy

When a tenant owes the Housing Authority of the City of Pittsburgh money and is unable to pay the balance by the due date, the tenant may request that the Housing Authority of the City of Pittsburgh allow them to enter into a Payment Plan. The Housing Authority of the City of Pittsburgh has the sole discretion as to whether to accept such an agreement. Only tenants in good standing and who have not participated in a Payment Plan for the preceding twelve (12) month period are eligible for a Payment Plan.

Payment Plans for rental delinquency will not exceed a six (6)-month period. All other Payment Plans must assure that the full payment is made within a period not to exceed twelve (12) months. All Payment Plans must be in writing or other format as requested and are not effective until signed by both parties. Failure to comply with the terms of the Payment Plan may subject the household to eviction.

Family Debts Due to Fraud/Non-Reporting of Information/Program Fraud

Program Fraud and Abuse is to:

Constitute false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead the Housing Authority.

Families who owe money to the Housing Authority due to program fraud will be required to repay in accordance with the guidelines. In addition, if the amount owed is more than \$2000.00, the case may be

referred to the Inspector General and/or the Housing Authority may refer the case for criminal prosecution.

Family Error/Late Reporting

Families who owe money to the Housing Authority due to the family's failure to report increases in income or change in allowances or deductions will be required to repay in accordance with the guidelines set forth in this chapter.

Vendor Program Participation

If a tenant is a participant in the Vendor program, HACP will offer participants a payment plan for delinquent rent, if applicable, which requires minimal monthly payment based on income and prohibits eviction proceedings due to non-payment as long as the participant adheres to the agreement. HACP may refuse participation in the vendor payment program only if the back rent or delinquency cannot be paid off in one year. However, HACP may consider extenuating circumstances to extend the payment period beyond one year. If the tenant believes that the payment plan offered is not affordable, or if the tenant disagrees with the HACP's refusal to permit entry into the vendor payment program, the tenant has the right to a grievance hearing.

21.5 Fence Policy

Residents desiring to erect a fence in the yard of his or her dwelling unit must get the express written permission from the Site Manager, complete all requisite forms, obtain a building permit and abide by all City codes. Please refer to the HACP's adopted fence policy for all rules and requirements governing fences. The Fence Policy is attached as Appendix G to this document.

21.6 Satellite Dish Policy

Residents may not place or have placed on the roof or any other part of HACP buildings a satellite dish or other such device. Residents who place or cause to be placed a satellite dish or other such device will be responsible for the cost of removal and any other damage caused by the removal of a satellite dish or other such device. Please refer to HACP's adopted satellite dish policy for all rules and requirements governing satellite dishes. The Satellite Dish Policy is attached as Appendix H to this document.

21.7 Fraud Policy

If a resident defrauds the HACP, the HACP reserves the right to pursue the household to recoup all monies owed through civil, criminal and any other remedies available to the HACP.

21.8 Family Self-Sufficiency Programs and Opportunities

Residents who desire to participate with the Family Self-Sufficiency Programs of the HACP must first sign a "RSS Release of Information" form.

Release of Information. All persons who apply for housing may be required to sign a release of information form. The release permits the HACP to communicate with all social service agencies, to include but not limited to, the Allegheny County Department of Health & Human Services. Information shared between agencies will be to assist applicants and residents regarding self-sufficiency needs and concerns. The release of information shall not include Drug & Alcohol or Mental Health services.

21.9 Violence Against Women Act

Notwithstanding the provisions of Section 9 of this Lease, or any other provision contained herein, the following shall not be considered violations of the Lease constituting defaults and basis for terminating the tenancy or occupancy rights of a victim of domestic violence:

- A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking perpetrated against the victim.
- B. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's Household or any Guest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Household is a victim of that domestic violence, dating violence, or stalking; provided, however, HACP may divide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Unit.

The foregoing exceptions shall not apply unless the victim delivers to HACP a certification on one of the following forms:

1. A HUD-approved form supplied by HACP attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or
3. A federal, state, or local police report or court record describing the crime or incident(s) in question.

The victim must deliver the certification to HACP within fourteen (14) business days after HACP requests the certification. If the victim does not deliver the certification to HACP within the aforesaid period, HACP may terminate the tenancy of the Tenant or any lawful occupant of the Unit including the victim.

The foregoing exceptions, however, shall not limit the authority of HACP to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if HACP can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

21.10 Community Service Requirement

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

22.0 Identification/No Trespass/Exclusion List Policy

HACP is committed to providing a safer environment for our residents and employees, and this often requires addressing the issue of non-residents who are interfering with the quality of life of HACP residents. This Identification/No Trespass/Exclusion List Policy assists site management in successfully keeping non-residents who are unauthorized, dangerous or who interfere with the quiet enjoyment of HACP residents off the property. The Identification/No Trespass/Exclusion Policy will be issued and strongly enforced according to HACP policy, lease and relevant state law.

A. Identification.

Any person, including tenants, who desire access to any HACP development building, including but not limited to high-rise buildings, or grounds may be required by an HACP employee, security officer or law enforcement officer to identify her/himself by showing valid government issued identification and to establish a specific, legitimate purpose to be on HACP property. HACP is the sole determiner of what is a legitimate purpose to be on HACP Property. Residents who cannot show a valid government identification due to misplaced, lost or forgotten identification, for entry will be assessed a per incident charge in accordance with the published fee schedule for HACP

Communities. Residents who refuse to show their valid government issued identification will be subject to eviction for breach of lease and HACP Policies.

Residents who fail to produce required photo identification may be subject to a verification fee.

B. Exclusion Policy for Non-Residents:

1. Persons who have committed a crime or repeated acts of nuisance on any HACP property and/or Housing Choice Voucher Program Subsidized Housing may be placed on the Exclusion List. This placement excludes the listed person from all HACP communities and may subject them to prosecution for trespass.

Once placed on the Exclusion List, a person's name remains on the Exclusion list for two (2) years. If the excluded person does not file for an informal review contesting the issuance of the Notice (as set out in 22 E), after two (2) years from the date of the exclusion notice, his/her name will be removed from the No Trespass/Exclusion List provided that no additional arrests occur after the date of the notice.

2. If the formerly excluded person commits a crime on HACP property, the resident will be subject to lease termination and eviction. Any additional criminal acts committed by the person will subject them to begin the exclusion period anew. Any request for removal will be denied until the two (2) year exclusion period has expired.

C. Exclusion Policy for Evicted Residents

1. Once an eviction of a resident for criminal activity is completed, the criminal actor and the head of household's names will be placed on the Exclusion List.
2. Once placed on the Exclusion List, a person's name remains on the Exclusion List indefinitely. After the excluded person has been on the Exclusion List for two (2) years, a resident in good standing, with no current breaches of the HACP lease, can petition the HACP to remove the excluded person from the Exclusion List, provided the excluded person has not committed any additional criminal activity.

D. A resident /non-resident who has been placed on the Exclusion List will not be considered for removal if that person has been convicted of manufacturing or producing methamphetamine, is a lifetime sex offender registrant (Megan's List), and/or has been convicted of: Murder, Rape, Involuntary Deviant Sexual Intercourse, or Arson. Persons with these convictions in their criminal history will not be considered for removal from the Exclusion List.

E. No Trespass/Exclusion List Notice. Those persons not permitted on HACP property shall be provided written notice that they are trespassing and/or are barred from HACP property. Any person to whom a No Trespass/Exclusion Notice is issued may seek an informal review to contest issuance of the Notice by mailing a written request via certified mail within seven (7) days from the date of issuance of the Notice to the HACP Legal Department, 200 Ross Street – 7th Floor,

Pittsburgh, PA 15219. The exclusion remains in effect during any appeal, request for waiver, or request for reconsideration and is only lifted by written notice from the Grievance Officer.

23.0 Termination

23.1 Termination by Tenant

The tenant may terminate the lease at any time by submitting a 30-day written notice or notice in an alternative format. If the tenant vacates prior to the end of the thirty (30) days, he or she will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. Tenants who fail to submit a 30-day written notice or notice in an alternative format will forfeit their security deposit. Persons with a disability may submit an alternative form of notice if requested.

23.2 Termination by the Housing Authority

The Housing Authority of the City of Pittsburgh will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to the following:

- Nonpayment of rent or other charges;
- A history of late rental payments;
- Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
- Misrepresentation of family income, assets, or composition;
- Failure to timely provide complete and accurate information regarding family composition, income circumstances, or other information related to public housing eligibility, amount of rent to be paid and the size of the unit occupied and to timely complete the annually required re-certification requirement.
- Failure to allow inspection of the unit;
- Failure to maintain the unit and ancillary facilities assigned to the resident in a safe and sanitary manner;
- Assignment or subletting of the premises;
- Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- Intentional destruction of property;
- Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- Any criminal activity committed on any HACP property or criminal activity related to illegal drugs, on or off the premises. This includes but is not limited to the manufacture of

methamphetamine or other illegal substances on the premises of the Housing Authority of the City of Pittsburgh;

- If a household member flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
- If a household member violates a condition of his or her probation or parole imposed under Federal or State law.
- Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Pennsylvania anywhere on the property of HACP.
- Non-compliance with Non-Citizen Rule requirements;
- Permitting persons not on the lease to reside in the unit more than fourteen (14) consecutive days (total) each year without the prior written approval of the Housing Authority, through the office of Property Management;
- Failing or refusing to abide by necessary and reasonable rules and regulations promulgated by management for the benefit and well-being of the public housing community and the tenants. These rules and regulations are posted in the management office and are incorporated by reference in the lease and this Policy;
- Failing to or refusing to comply with all obligations imposed upon tenants by applicable provisions of building and housing codes, which materially affect health and safety;
- Failing to or refusing to use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenance including elevators;
- Failing to abide by the Occupancy Standards;
- Failing or refusing to refrain from or causing members of the household or guests to refrain from destroying, defacing or removing any part of the premises of the project;
- Obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit;
- Engaging in conduct and permitting family members and guests to engage in conduct that disturbs other residents' peaceful enjoyment of their accommodations and that adversely affects the decency, safety and quality of the environment;
- Not conducting himself and not causing other persons who are on the premises with his or her consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition environment;
- Engaging in and permitting family members or guests to engage in illegal or other activity which jeopardizes the physical or social quality of the environment of the Community;
- If the Tenant, members of his household and visitors are in noncompliance with laws and city ordinances affecting the use or occupancy of the premises;
- Permitting the storage of inflammables such as gasoline, naphtha, solvents, etc. without prior consent from the Housing Authority of the City of Pittsburgh;
- Committing fraud in connection with any Federal housing assistance program;
- Other just cause.

The filing of a Chapter 7 Bankruptcy where debt owing to the Housing Authority is discharged is deemed a breach of lease and a rejection of the lease as of the date of filing of the petition. As of the petition date, the lease is deemed to be in default. The lease then becomes a month to month lease. The tenant then has 30 days to vacate the property. If the tenant fails to vacate, the Housing Authority will pursue an eviction action to recover the property based on the prior breach of lease.

HACP will terminate the lease if any household member has, during the term of application through the term of the lease, committed a felony sex offense on or off the premises. Additionally, if, for any reason, a household member becomes subject to a registration requirement under any state sex offender registration program, HACP will terminate the lease of that household member and exclude him/her from all properties.

- The Violence against Women Act of 2005 explicitly prohibits PHAs from considering incidents of actual or threatened domestic violence, dating violence, or stalking as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence.

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within a short period of time

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the PHA’s determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, or stalking claims protection under VAWA, the PHA will request that the individual provide documentation supporting the claim.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual’s file.

The PHA will bifurcate a family's lease and terminate the tenancy of a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to the PHA by the victim.

Upon such consideration, the PHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, the PHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the PHA may offer the remaining family members another public housing unit, if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities.

All notices of lease termination will include information about the protection against termination provided by the Violence against Women Act of 2005 (VAWA) for victims of domestic violence, dating violence, or stalking. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with HACP policies.

Premises is defined as any HACP community, as listed on <http://www.hacp.org/housing-options/hacp-communities>, whether the tenant's household unit is located in that community or not.

The HACP is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.

3 Strikes Alternative:

Except for lease violations constituting Drug, Violence or Sexual Assault, and HACP's "One Strike and You're Out" policy, tenants will be given a reasonable opportunity to comply with the occupancy rules. Where practical, HACP will apply a "three strikes" progression of lease violations toward eviction. The practice shall be applied as follows for each of the same type of lease violations, other than non-payment of rent. • First lease violation: Management will issue a written notice requesting a conference to explain the reason and cause of the violation notice, and corrective action required. • Second lease violation: Management will issue a Notice of Lease Violation in conformance with HUD regulations and state law. • Third lease violation: Management will issue an eviction in conformance with HUD regulations and state law. The 3 strikes policy is not applicable to failure to pay rent, drug related crimes, crimes of violence, weapons violations, or sex crimes. In such cases HACP will seek the immediate eviction of the

household and there will be no right to a grievance hearing. Examples of these non-applicable crimes, but is not limited to, the following criminal acts: a. Any person registered or required to register on any state's sex offender registry or any person charged with an unlawful sexual act, corruption of a minor, statutory sexual assault, or similar crime. b. Illegal drug trafficking on or off HACP premises, c. Receiving and selling stolen goods on the HACP premises, d. Possession or public use of illegal drugs on HACP or off premises, e. Violent assaults or battery on or off HACP premises, causing or attempting to cause bodily harm or injury whether caused by an adult or child, f. Intimidation or terroristic threats, on or off the premises, against any HACP resident, his/her guests or HACP staff or its agents, g. Sale of alcohol or tobacco to minors, h. Maintaining a gang or safe house including harboring a criminal being sought by the police, i. Participating in a drive-by shooting, j. Any gang related activity, k. Arson, l. Engaging in inherently dangerous felony, m. Displays, uses, or possesses any illegal weapon, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Pennsylvania, n. Utilize or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification, o. Shoot, fire, explode, throw, or otherwise discharge a potentially deadly weapon, p. Inflict, without legal justification, any injury upon another person through the intentional use of a deadly weapon, or by the reckless or negligent use of such weapon, q. Failure to transfer under HACP Occupancy Standards, or when defects hazardous to life, health and/or safety exist in the Unit or in the Premises or r. Aiding and abetting any activity covered under this policy. HACP will not to follow the "three strikes" policy on lease violations in the following cases: Where a tenant's behavior threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, HACP personnel or its agents. In these cases management shall follow the provisions of state law. Lease violations for non- payment of rent. In these cases management shall follow the provisions of state law. Lease violations for failure to report income. In these cases management shall follow the provisions of state law.

23.3 Abandonment

The Housing Authority of the City of Pittsburgh will consider a unit to be abandoned when a resident:

1. Vacates the apartment without notice to the site manager; and
2. Fails to pay current monthly rent; and
3. Removes most of all personal property from the apartment; and
4. Where applicable, if utilities for the unit have been disconnected.

If the unit is vacated either voluntarily or through court order, and personal property is left behind in the rental property, the tenant has ten (10) days to contact the manager about their intentions concerning the removal of that personal property. If contacted, HACP may be obligated to retain the personal property for up to thirty (30) days if tenant makes a request for additional time, within the ten (10) days after vacating the property. If no request is made within the ten (10) days of vacating the property, HACP will dispose of the property at the end of the ten (10) day period. Additionally, the tenant will be held responsible for the costs of removal and storage after the ten (10) days period and for the costs of a constable stand-by to remove their personal property.

24.0 Return of Security Deposit

After a family moves out, the Housing Authority of the City of Pittsburgh will return the security deposit within thirty (30) days or give the family a written statement or a statement in an alternative format of why all or part of the security deposit is being kept. Deposits will not be used to cover normal wear and tear or damage that existed prior to the family moved in occupancy of the unit.

The HACP will comply with PA State law regarding payment of interest on security deposits. All or part of the security deposits will be returned if the resident:

- Turns in all keys
- Has no outstanding balance with HACP
- Provides forwarding address to HACP
- Returns the unit to HACP in the same condition as when the tenant moved in except for normal wear and tear
- Provides 30-day notice.

The Housing Authority of the City of Pittsburgh will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first-class postage within thirty calendar days. The HACP will continue to accrue rent on units until the resident turns in the key to the unit resident has vacated.

25.0 Damage Claims

If damage to the property of a resident is caused by the sole fault of the Housing Authority of the City of Pittsburgh or its employees during the ordinary course of business, and in the employees' performance of authorized work in the unit of the tenant, the Housing Authority of the City of

Pittsburgh will pay reasonable reimbursement for the damaged property. The resident will have the option of either obtaining a lump sum payment or a rent credit. When a resident has an outstanding balance at the HACP, the HACP will apply the settled damage claim amount up to four (4) months' worth of rent to the outstanding balance. All payments in excess of four (4) months will be paid to the resident in the form of a check. Checks will be provided for perishable food items. The HACP may require proof of purchase of perishable items.

HACP will not be liable for any damage or injury to you or others, or to any property, occurring on the Property, unless the damage was caused by our fraud, negligence, violation of law, or willful misconduct. HACP and its Related Parties do not insure tenant/guest personal property. Even if renter's insurance is not required, HACP strongly recommends that tenant purchase a renter's insurance policy to protect against personal injury and property damage, including losses from theft, fire, smoke, water damage, and vandalism.

ALL DAMAGE CLAIMS ARE TIME SENSITIVE AND WILL NOT BE PROCESSED OR PAID AFTER THE FOLLOWING DEADLINES:

Perishable items must be reported within 24 hours from the date the work order is called in (Ex. Food items); Non-Perishable items must be reported within ten (10) days from the date the work order is called in (Ex. Clothing, furniture, etc.)

The Housing Authority of the City of Pittsburgh will make every reasonable effort to repair/clean/salvage the damaged item/s. In the event the item/s cannot be repaired and the HACP pays the replacement cost of the item/s, the HACP will take immediate possession of the item/s and dispose of the item/s at the discretion of the HACP.

26.0 Death of Resident

When the last remaining member of a household dies, the Housing Authority will allow the Agent, as stated on the household's Emergency Contact Form, to enter the unit for the sole purpose of removing the belongings remaining the unit. The Authority will contact the first person listed as Agent. If such person is unresponsive and fails to contact HACP within five (5) business days, HACP will then contact the second person listed as Agent #2. In the event both Agents fail to respond to HACP's request to remove belongings, HACP will follow its policy as set forth in Section 22.3-Abandonment unless it timely receives the presentation of original Letters of Administration.

The HACP requests, but does not require, each resident to sign an "Emergency Contact Form." The Emergency Contact is designed to enable a resident to provide the Site Managers of HACP housing communities with a list of people to contact in case of an emergency involving the resident. It also provides a space for the resident to designate someone to remove his or her personal property from the resident's apartment, in the event of the resident's death or the resident's inability to keep living in the apartment.

The HACP's sole interest is to get the belongings turned over to the person designated, as soon practical so that the apartment can be cleared for re-renting. HACP makes no warranty that it is acting as administrator of a decedent's estate or takes any responsibility for such administration. The Agent has thirty (30) days from the date of death to remove all items from the unit. Rent will continue to accrue on the unit until all items are removed from the apartment. The HACP will dispose of all items that remain in the unit after thirty (30) days.

APPENDIX A: REASONABLE ACCOMMODATION POLICY

Policy Statement

The Housing Authority of the City of Pittsburgh (HACP) is committed to ensuring that its policies and procedures provide equal access to individuals with disabilities who wish to participate in programs, services and activities. It is HACP's policy to provide reasonable accommodations for applicants, residents, and individuals from the general public. Therefore, if an individual with a disability requires an accommodation such as an accessible feature, or modification to a HACP policy, HACP will provide such accommodation unless doing so would result in either a fundamental alteration in the nature of the program or an undue financial and administrative burden. In such case, HACP will make an alternative accommodation that would meet the needs of the individual with a disability to the extent that it would not cause an undue financial and administrative burden to HACP. HACP will consider each request for an accommodation on a case-by-case basis, using the above standard.

Person with a Disability

HACP will consider any individual who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment as a qualified individual with a disability under this Policy. For purposes of this Policy, impairment includes any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular; reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine system. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Reasonable Accommodation

A reasonable accommodation is a modification, change, alteration or adaptation in a policy, procedure, practice, program or facility that provides a qualified individual with a disability the opportunities to participate in, or benefit from, programs (housing or non-housing) or activities.

Legal Authority

The HACP is subject to federal civil rights laws and regulations. The Reasonable Accommodation Policy is developed pursuant to Section 504 of the *Rehabilitation Act of 1973*, Titles I and II of the *Americans with Disabilities Act of 1990*, the *Fair Housing Act of 1968*, and the *Architectural Barriers Act of 1968*.

Examples of Reasonable Accommodations

Examples of reasonable accommodations include, but are not limited to:

Low-Income Public Housing (LIPH)

- Making an apartment, part of an apartment or public and common use area accessible for the head of household or a household member with a disability who is on the lease
- Permitting a household to have a service or assistance animal necessary to assist a household member with a disability
- Allowing a live-in aide to reside in an appropriately sized HACP apartment
- Transferring a resident to a larger size apartment to provide a separate bedroom for a person with a disability
- Transferring a resident to an apartment on a lower level or an apartment that is completely on one level
- Making documents available in large type, on computer disk or Braille
- Providing qualified sign language interpreters for applicant or resident meetings with HACP staff or at resident meetings
- Installing strobe-type flashing lights and other such equipment for a household member who is deaf/hard of hearing
- Permitting an outside agency or household member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations

Section 8

- Permitting requests for a time extension for Housing Choice Vouchers if there is a difficulty in locating an apartment with suitable accessible features or otherwise appropriate for the household
- Approving a request for exception payment standard under the Housing Choice Voucher Program.

Procedures for Making a Reasonable Accommodation Request for Residents and Housing Applicants

The following outlines the procedures for the submission of reasonable accommodation requests. Alternate means of filing a request, such as personal interviews, phone calls, or taped requests, will be made available for applicants or residents with disabilities who are unable to communicate their requests in writing. All forms and other materials will be provided to the requestor in alternate, acceptable formats upon request to the Disability Compliance Office at 412-456-5282, Ext. 1 TDD 412-201-5384.

Low-Income Public Housing (LIPH) Residents

LIPH Residents may request a reasonable accommodation by obtaining a Reasonable Accommodation Form from the Site Manager or advising the Site Manager of the need for an accommodation. Upon

completion of the form by the third party verifier the third party verifier should fax the form to the Disability Compliance Office. Residents will submit the form to the Site Manager of the development in which they reside. If a verbal request is made to the site Manager, the site Manager will reduce the request to writing on the Reasonable Accommodation Request form. The Site Manager will forward the Reasonable Accommodation Form to the Disability Compliance Office within two business days upon receipt of the request. The Reasonable Accommodation Request Form for LIPH Residents is attached as Appendix A-1.

Section 8 Residents and Voucher Holders

Section 8 residents and voucher holders may request a reasonable accommodation by obtaining a Reasonable Accommodation Form from the Section 8 Office. Upon completion of the form, by the third party verifier the third party verifier should fax the form to the Disability Compliance Office. residents and voucher holders will submit the form to the Section 8 Housing Specialist. If a verbal request is made to the Section 8 Housing Specialist, the Specialist will reduce the request to writing on the Reasonable Accommodation Request Form. The Section 8 Housing Specialist will forward the Reasonable Accommodation Request Form to the Disability Compliance Office within two business days of receipt of the request. The Reasonable Accommodation Request Form for Section 8 Residents is attached as Appendix A-3.

HACP will maintain, in its Section 8 Office, a list of all known accessible apartments and provide it to applicants and residents with disabilities. If HACP determines that the payment standard is not sufficient to allow the person with a disability to rent an appropriate apartment, HACP may increase the payment standard up to 120 percent as a reasonable accommodation on a case-by-case basis. If HACP determines that the exception payment standard is still not sufficient to allow a person with a disability to rent an appropriate apartment, HACP may petition the U. S. Department of Housing and Urban Development in Washington, DC, for a further increase in allowable Fair Market Rent.

Low-Income Public Housing (LIPH) and Section 8 Applicants

Applicants for LIPH and Section 8 may request a reasonable accommodation at the Occupancy Department anytime during the application process. If a verbal request is made to the Occupancy Department or Site-Based Management Office, a staff member will reduce the request to writing on the Reasonable Accommodation Request Form. The Occupancy Department or Site-Based Management Office will forward the Reasonable Accommodation Request Form to the Disability Compliance Office within two business days upon receipt of the request. The Reasonable Accommodations Request Forms for LIPH and Section 8 applicants are attached as Appendices A-1 and A-3.

General Public

Individuals with disabilities from the general public who wish to participate in a HACP program or activity may request an accommodation by contacting HACP staff to obtain a Reasonable Accommodation Form. HACP staff will forward the Reasonable Accommodation Form to the

Disability Compliance Office within two business days upon receipt of the request. If a verbal request is made to the Disability Compliance Office, the Disability Compliance Office will reduce the request to writing on the Reasonable Accommodation Form within two business days upon receipt of the request. The Reasonable Accommodation Form for the General Public is attached as Appendix A-7.

The flow charts in Appendix B delineate the departmental responsibilities, tracking mechanisms and monitoring for all reasonable accommodation requests.

Verification

If a disability is not apparent, HACP will require third-party verification of the requestor's disability and that the requestor needs an accommodation. Third-party verifiers include, but are not limited to:

- Physicians
- Health professionals
- Professionals representing social service agencies
- Disability agencies or clinics

The individual requesting an accommodation will sign an information release form authorizing the third party to verify that the individual has a disability and that the requested accommodation would provide the person with disabilities equal access to participate in programs services or activities.

Under no circumstances will HACP staff request confidential information regarding the nature of the disability or any medical records as it relates to the administration of this Policy. The Third Party Verification Forms are attached as Appendix A-2 for LIPH applicants or residents; Appendix A-4 for Section 8 residents, voucher holders or applicants; Appendix A-6 for employees and job applicants and Appendix A-8 for the general public.

Decision on All Reasonable Accommodation Requests

All reasonable accommodation requests shall be forwarded from the point of origin (e.g., Site Managers or the Section 8 Department) to the Disability Compliance Office within two business days upon receipt of the request.

Decisions for LIPH/ Section 8 Applicants, Voucher Holders, Residents and Members of the Public

The Disability Compliance Office or designee during the absence of the Disability Compliance Office, with the assistance of the Legal Department as necessary, will make all decisions on reasonable accommodation requests by applicants and residents of the Section 8 and LIPH programs and members of the public. The Disability Compliance Office will have 30 days from the date of receipt of the completed Reasonable Request Form and, if necessary, the Third Party Verification Form to make a decision. If the disability and need are apparent, a reasonable accommodation request is considered complete when the request is made. In all other cases, the request is complete upon the Disability Compliance Office's receipt of the third-party verification.

Written decisions will be forwarded to the individual making the request. Copies of the written decision will be forwarded to the Legal Department Voluntary Compliance Administrator, and the department responsible for implementation and the HACP department of origin.

Tracking of Reasonable Accommodation Requests

The Disability Compliance Office will be responsible for tracking reasonable accommodation requests from the point of origin to completion. Site Managers will also maintain a log of reasonable accommodation requests made and completed at their development.

All Denials of Reasonable Accommodation Requests

If the Disability Compliance Office decides that it will not grant the request for a reasonable accommodation, the Disability Compliance Office will notify the requestor in writing of the decision within 30 days of receipt of the completed request. The written decision will explain the reasons for the denial of the accommodation and will inform the requestor of his or her right to request a formal hearing within 30 days of the decision in accordance with HACP's Grievance Procedure. The Disability Compliance Office may permit the extension of time to file a request as a reasonable accommodation to the requestor if such a time extension is necessary due to the requestor's disability.

Requests may be denied if the requestor is not found to be a qualified individual with a disability as defined under Section 504 of the *Rehabilitation Act*, the *Fair Housing Act*, the *Americans with Disabilities Act*, or any other applicable federal, state, or local laws. Requests will also be denied if they will cause HACP an undue financial and administrative burden, if they will fundamentally alter the nature of HACP's programs or services, or if granting the request will cause a direct threat to other residents or HACP employees

The Disability Compliance Office shall inform the requestor in writing, that if he/she believes that the decision is based on discrimination, whether or not the HACP Grievance Procedure is pursued, he/she has the right to file a complaint with the appropriate local, state or federal administrative agency, including but not limited to:

Department of Housing and Urban Development William Moorehead Federal Building
1000 Liberty Avenue, Suite 1000
Pittsburgh, PA 15222
412-644-6428

Pittsburgh Commission on Human Relations 908 City County Building
414 Grant Street
Pittsburgh, PA 15219

Effective Communication

HACP shall take all appropriate steps to ensure effective communication with applicants, residents, and employees with disabilities and shall furnish appropriate auxiliary aides when necessary to effectively communicate with the person with a disability. Examples of appropriate auxiliary aides include, but are not limited to, qualified Sign Language interpreters, assertive listening systems, readers, use of taped materials, and materials in Braille. If an applicant, resident, employee, or member of the public needs written materials in one of these forms or would like to use the services of an interpreter, he or she should make that request to the originating HACP department or Disability Compliance Office at least one (1) week prior to the meeting or when the materials are needed at:

Housing Authority of the City of Pittsburgh

Disability Compliance Office 100 Ross Street

2nd Floor

Pittsburgh, PA 15219

Phone: 412-456-5282, ext. 1

Fax: 412-471-0964

TDD: 412-201-5384

The request should state the format that is most acceptable to the requestor. HACP will pay for all services and materials associated with the request. However, HACP will not pay for materials intended only for personal use, such as typewriters, computers, or other assistive technology not related to the meeting or documents requested.

If a request is denied for any reason or an unacceptable alternative is offered, the requestor may request an informal hearing or a formal Grievance Hearing by following the procedures set forth in HACP's grievance procedure.

Notice of Right to Request a Reasonable Accommodation Regarding Lease Violations and Other Adverse Housing Actions

All documents sent by HACP regarding lease violations and other adverse housing actions shall identify the violation and shall also include a notice of non-discrimination, notification that the recipient may request a reasonable accommodation, if necessary, in order to comply with lease terms or other HACP policies or procedures and a Request for a Reasonable Accommodation Form.

Records

The Disability Compliance Office will maintain records of the accommodation request in the appropriate requestor's file for a six-year period as it relates to the administration of this Policy. HACP will also maintain a database of all reasonable accommodation requests, the acceptance, denial, or modification, and the disposition or implementation in the Disability Compliance Office's Office.

Individuals requesting a reasonable accommodation based on disability shall, upon request to the HACP, be entitled to copies of documents maintained by the Disability Compliance Office that relate to their reasonable accommodation request, in accordance with applicable laws and regulations. In addition, upon written request by an individual with a disability, access to such documents shall be provided to his or her authorized third-party representative.

Confidentiality

All information submitted to HACP by a person requesting a reasonable accommodation on the basis of disability, or by any verification source which relates to the nature or effects of the disability, shall be kept confidential and used solely to make a determination on the reasonable accommodation request.

This information may not be revealed to other residents or to another housing provider who calls for a reference, any HACP staff not involved in evaluating the reasonable accommodation request.

All decisions made by HACP on a reasonable accommodation request shall be kept confidential except insofar as disclosure is necessary to implement an approved accommodation or to comply with the review and appeal procedures set forth in the Reasonable Accommodation Policy.

Federal, state, and local civil rights enforcement agencies shall be provided with such information and documents as authorized by law.

Non-retaliation

HACP shall not discriminate or take any retaliatory action against any person who has requested a reasonable accommodation on the basis of disability or who has assisted or encouraged another person to request such an accommodation. Furthermore, HACP shall not discriminate against or take retaliatory action against a person who has exercised his or her right to appeal an accommodation request or filed a complaint against HACP with any outside agency concerning a reasonable accommodation, or who has assisted another person to do so, or who has assisted in the investigation of a reasonable accommodation claim.

Notice to HACP Employees and Training

All HACP employees shall receive a copy of the Reasonable Accommodation Policy and be informed of and trained on their responsibilities for implementation. New employees will attend the Reasonable Accommodation Policy training within 60 days of their date of hire.

Monitoring and Enforcement

HACP's Disability Compliance Office will be responsible for monitoring compliance with this Policy. Individuals who have questions about this Policy, its interpretation or implementation should contact the Disability Compliance Office at:

Housing Authority of the City of Pittsburgh

Disability Compliance Office 100 Ross Street, 2nd Floor Pittsburgh, PA 15219

Phone: 412-456-5282, ext. 1

Fax: 412-471-0964

TDD: 412-201-5384

Posting of Notices

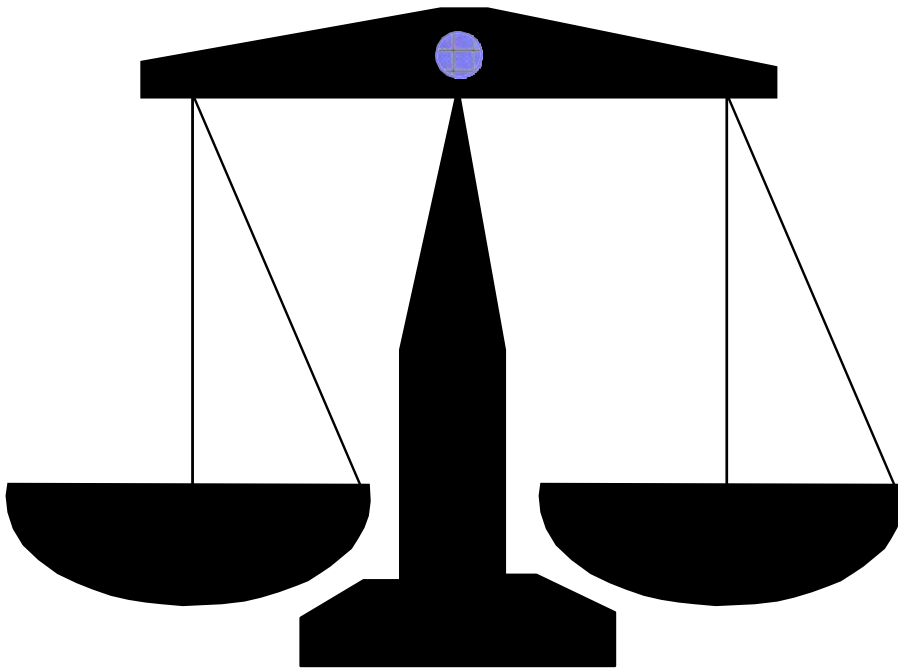
HACP will post the notice of this Reasonable Accommodation Policy in the following offices:

- All Administrative Departments
- All Site Management Offices

In addition, individuals may obtain a copy of this Reasonable Accommodation Policy by contacting the Disability Compliance Office at 412-456-5282, Ext. 1 TDD 412-201-5384.

APPENDIX B-1: LIPH APPLICANT'S GRIEVANCE PROCEDURES

**THE HOUSING AUTHORITY OF THE
CITY OF PITTSBURGH**



**LIPH APPLICANT'S GRIEVANCE
PROCEDURES: A FORUM
FOR THE JUST, EFFECTIVE, &
EFFICIENT RESOLUTION OF DISPUTES**

Effective May 26, 2011

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for the just, effective and efficient settlement of grievances against the Housing Authority of the City of Pittsburgh (hereinafter “Housing Authority”) by Applicants to its low income housing communities. This procedure applies only to grievances filed by applicants to low income public housing of the Housing Authority. 24 CFR §960.208

II. INCORPORATION CLAUSE

This procedure is hereby incorporated by reference to all public housing leases. 24 CFR §966.52(b).

III. DEFINITIONS

Subject to additional definitions that may be contained in subsequent provisions of this procedure, the following words and phrases shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- A. “**Appeal**” Includes proceedings on petition for review. 2 Pa.C.S.A. §101.
- B. “**Complainant**” A resident that requests a grievance hearing. 24 CFR §966.53(b).
- C. “**CFR**” The Code of Federal Regulations.
- D. “**Drug Related Criminal Activity**” The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- E. “**Grievance**” Shall mean any dispute which a resident may have against the Housing Authority. 24 CFR §966.53(a).
- F. “**Hearing Officer**” Shall mean an impartial person appointed by the Housing Authority to hear grievances and render a decision with respect thereto. This will not be the individual who made or approved the Housing Authority action under review or a subordinate of such person. 24 CFR §966.53(d), 24 CFR §5.514(f)(iii)(A).
- G. “**HUD**” The U.S. Department of Housing and Urban Development.
- H. “**INS**” The United States Customs and Immigration Service (USCIS).
- I. “**Pa.C.S.A.**” The Pennsylvania Consolidated Statutes Annotated.
- J. “**Person with disabilities**” A person who:

1. has a disability as defined in Section 223 of the Social Security Act [42 U.S.C.S. §423],
2. is determined, pursuant to regulations issued by the Secretary of the U.S. Department of Housing and Urban Development, to have a physical, mental, or emotional impairment which (I) is expected to be of a long-continued and indefinite duration, (II) substantially impedes his or her ability to live independently, and (III) is of such a nature that such ability could be improved by more suitable housing conditions, 42 USCA §1437a(b)(3)(E)(ii), or
3. has a developmental disability as defined §102 of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.S. §6002]. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. 42 USCA§1437a (b)(3)(E). Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under 42 U.S.C.S. §1437 et seq. solely on the basis of any drug or alcohol dependence.
4. has a disability as defined under Section 504 of the Rehabilitation Act of 1973 and subsequent amendments: such that he/she has a mental or physical impairment, a record of impairment, or is regarded as having such an impairment; and is substantially limited in his or her major life activities that include abilities such as (but not limited to) self-care, breathing, walking, seeing, performing household tasks, speaking, and learning.

K. **“Resident”** An adult person (or persons) (other than a live-in aide):

1. who resides in a unit owned by the Housing Authority, and who executed a lease with the Housing Authority as lessee of a dwelling unit, 24 CFR §966.53(f).

L. **“Resident Council”** A resident council shall consist of persons residing in public housing and must meet each of the following requirements in order to receive official recognition from the Housing Authority, 24 CFR §964.115:

1. It must represent residents residing:
 - a.in scattered site buildings, 24 CFR § 964.115 (a)(1);or
 - b.in areas of contiguous row houses, 24 CFR §964.115(a)(2); or
 - c.in one or more contiguous buildings, 24 CFR §964.115(a)(3); or
 - d.in a development, 24 CFR §964.115(a)(4); or

e.in a combination of these buildings or developments, 24 CFR §964.115(a)(5).

2. It must adopt written procedures such as by-laws, or a constitution which provides for the election of residents to the governing board by the voting membership of the residents residing in public housing, on a regular basis but at least once every three (3) years. 24 CFR §964.115(b). The written procedures must provide for the recall of the resident board by the voting membership. Id. These provisions shall allow for a petition or other expression of the voting membership’s desire for a recall election, and set the number of percentage of voting membership’s desire for a recall election, and set the number of percentage of voting membership (“threshold”) who must be in agreement in order to hold a recall election. Id. This threshold shall not be less than 10 percent of the voting membership. Id.
3. It must have a democratically elected governing board that is elected by the voting membership. 24 CFR §964.115(c). At a minimum, the governing board should consist of five (5) elected board members Id.
4. The voting membership must consist of heads of households (any age) and other residents at least 18 years of age or older and whose name appears on a lease for the unit in the public housing community that the resident council represents 24 CFR §964.115(c).

M. “USCA” The United States Code Annotated.

IV. COMPUTATION OF TIME

- A. **Last Day.** If the last day for the Housing Authority or a complainant to act falls on a Saturday, Sunday or a federal holiday, the deadline is extended to the next day that is not a Saturday, Sunday or a federal holiday.

V. REQUESTING AN INFORMAL GRIEVANCE HEARING

- A. **Time for Requesting.** A complainant must request a hearing within seven (7) days from the date the complainant learns or has reason to know their application for low income public housing has been denied or withdrawn.

Grievances due to Immigration status. Please refer to the Grievance Procedures due to Immigration Status.

B. **How to request a Hearing:**

1. **Applicant.** An applicant must fill out a written request for a grievance hearing at the Occupancy Department or Site-Based Management Office of the Housing Authority.

- C. Form of Request.** The written request must state:
- 1.the date the alleged grievance occurred;
 - 2.the reason(s) for the grievance; and
 - 3.the action or relief sought.
- D. Notification.** The Occupancy Department or Site-Based Management Office shall send the properly completed request for a grievance hearing to the Legal Department. The request should be postmarked either the same day it was filed or the following business day.
- E. Private Hearing.** A complainant has the right to a private hearing unless the complainant requests a public hearing. A private hearing means that only the complainant, the necessary housing authority representatives and the Hearing Officer will be in the room during the complainant's grievance hearing.
- F. How to Reschedule a Grievance Hearing.** The applicant/participant may request the hearing be rescheduled if a serious and compelling reason prevents attendance on the scheduled date and time. Requests for rescheduling must be received in writing no later than 24 hours before the date of the hearing. Requests to reschedule on the day of the hearing will be honored only in emergency situations, such as medical emergencies, and evidence will be required of the emergency, such evidence may not be a note from the grievant, but must be from a third party. Decisions to reschedule will be made by the Review and Hearing Officer on a case-by-case basis. A complainant may only have his or her grievance hearing rescheduled twice (2). A request for a grievance hearing will be denied if a complainant requests that a hearing be rescheduled for a third (3) time.
- G. When a Grievance Hearing will not be granted.** A grievance hearing will not be granted under the following situations:
1. failure of a complainant to request a grievance hearing within seven (7) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant;
 2. if complainant filed a legal action against the Housing Authority prior to or after requesting a grievance hearing and the issues in the legal proceedings arise out of the same set of facts that the complainant now requests a grievance hearing for (this excludes any appeal taken from the decision of a hearing officer);
 - 3.requesting a grievance hearing the basis of which arises out of the same set of facts as a previous hearing;. (This section does not apply to cases that were remanded from an appellate court that had proper jurisdiction to hear the appeal. See Section

X entitled “APPEALS” for information on how to properly appeal the decision of a hearing officer.)

H. Notice of Hearing. The Housing Authority will make every effort to schedule a hearing within thirty (30) days after receipt of a written request. After the complainant requests a hearing, he/she will receive a letter from the Legal Department of the Housing Authority stating: the date, time and location of the hearing.

VI. SELECTION & APPOINTMENT OF HEARING OFFICERS

A. Conflicts of Interest. The hearing officer shall not be the person who made or approved the Housing Authority action under review, or a subordinate of such person.

B. Appointment of Hearing Officers.

1. The Legal Department of the Housing Authority shall nominate impartial persons to sit as hearing officers. All nominations must receive confirmation by the Executive Director of the Housing Authority. These persons may include, but will not necessarily be limited to, Housing Authority staff members, or other responsible persons in the community. 24 CFR§966.55(b)(2)(ii). The Legal Department will train all hearing officers.

C. Designation of Hearing Officers. The designation of hearing officers for particular grievances shall be governed by the following provisions:

1. All grievances shall be heard by a hearing officer.

2. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent to the Housing Authority that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship (except a Housing Authority employee serving as a hearing officer), or grievances in which they have some personal interest. Furthermore, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made. Grounds for disqualification **do not** exist solely because the hearing officer is an employee of the Housing Authority.

D. Failure of Hearing Officer to Disqualify Him/Herself. In the event that a hearing officer fails to disqualify himself/herself as required in this grievance procedure, the Housing Authority may remove the hearing officer from the list of persons appointed for such

purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

VII. PROCEDURES GOVERNING HEARINGS

- A. Accommodation for Persons with Disabilities.** The Housing Authority will provide reasonable accommodation for persons with disabilities to participate in a hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. 2 Pa.C.S.A. §505.1.
- B. Representation.** Both the complainant and the Housing Authority may be represented at a grievance hearing by a person of their own choosing. 2 Pa. C.S.A. §502. However, the Housing Authority may, upon a hearing and good cause shown, preclude any person from practice before it. 2 Pa.C.S.A. §503.
- C. Inspection of Records.** Before the grievance hearing, the complainant may request an opportunity to examine any Housing Authority documents, including records and regulations, that are directly relevant to the hearing. All requests must be in writing and must state which particular items the complainant wants to inspect. All requests must be received by the Legal Department of the Housing Authority at least five (5) days before the hearing. All untimely requests may be denied by the Legal Department of the Housing Authority. The complainant shall be allowed to copy any such document at the complainant's expense.
- D. Issuance of Subpoenas.** A complainant may go to the Legal Department of the Housing Authority and have a subpoena issued requiring the attendant of witnesses and the production of documents relevant to his/her grievance hearing. 35 P.S. §1550(z). Reasonable requests for a subpoena may not be denied by the Legal Department. *Id.*
- E. Briefs and Oral Arguments.** The hearing officer will also take oral arguments from the parties with or without the submittal of briefs. 2 Pa.C.S.A. §506. If requested, all parties shall be afforded an opportunity to submit briefs prior to the hearing officer's issuance of his/her written decision. All briefs must be submitted in triplicate with two copies forwarded to the hearing officer and one copy sent to the opposing party. The other party will then have an opportunity to write a response brief.
- F. Failure of a Party to Appear at the Hearing.** If the complainant fails to appear at a scheduled hearing, the hearing officer may either make a determination to postpone the hearing for a period not to exceed five (5) business days or make a determination that the party has waived their right to a hearing. A hearing will only be continued if the complainant can prove the existence of an extenuating circumstance that was the cause of his/her inability to appear at the hearing.

- G. Burden of Proof.** At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying its action or failure to act against which the grievance is directed.
- H. Evidence at Hearing.** All relevant evidence of reasonably probative value may be received at the hearing. The hearing officer shall have the exclusive power of ruling on all evidentiary issues. Witnesses must be sworn and shall be examined orally. Reasonable examination and cross-examination of witnesses shall be permitted at the hearing. 2 Pa. C.S.A. §505.
- I. Record.** All testimony shall be mechanically recorded and a full and complete record shall be kept of the proceedings. 2 Pa. C.S.A. §504. Complainants may request a transcript of the hearing for an administrative fee. Transcripts of the hearing will cost twenty dollar (\$20) plus an additional two dollars (\$2) per page after the tenth page. But, the Housing Authority will reimburse the administrative fee to any complainant that appeals the decision of a hearing officer to a court with proper appellate jurisdiction and the complainant wins his/her appeal.
- J. Orderly Conduct.** The hearing officer shall require the Housing authority, the complainant, counsel of any party and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.

VIII. DECISION OF THE HEARING OFFICER

- A. Contents and Service of Decisions.** All decisions of the hearing officer will be in writing, shall contain findings of fact and the reasons for the decision, and shall be served upon all parties or their counsel by mail. 2 Pa.C.S.A. §507 The hearing officer is solely responsible for drafting the decision which will be based exclusively upon the facts and evidence that is presented and established at the hearing. The Housing Authority shall retain a copy of the decision in the complainant's folder.
- B. Effect of Decision.** The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
1. the grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease, complainant's contract or federal regulations, which adversely affect the complainant's rights, duties, welfare or status;

2. the decision of the hearing officer or hearing panel is contrary to applicable federal, state, local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.

C. Effective Date of Decision. The decision of the hearing officer will be effective upon issuance, unless a different date is stated in the decision.

IX. APPEALS

A. Right to an Appeal. A party to a grievance hearing may appeal the decision of a hearing officer to a court vested with jurisdiction to hear such appeals, if permitted by law, by or pursuant to Title 42 of Purdon's Pennsylvania Code Statutes Annotated (relating to judiciary and judicial procedure). 2 PA. C.S.A. §702. Furthermore, unless stated otherwise, all appeals from the decision of a hearing officer must be in accordance with 42 Pa. C.S.A. §933.

X. NOTICES

All notices under this grievance procedure shall be deemed delivered:

1. upon personal service thereof to the complainant or to an adult member of the complainant's household; or
2. upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
3. on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class other than certified or registered mail.

If the complainant is visually impaired, any notice hereunder delivered to the complainant shall be in accessible format.

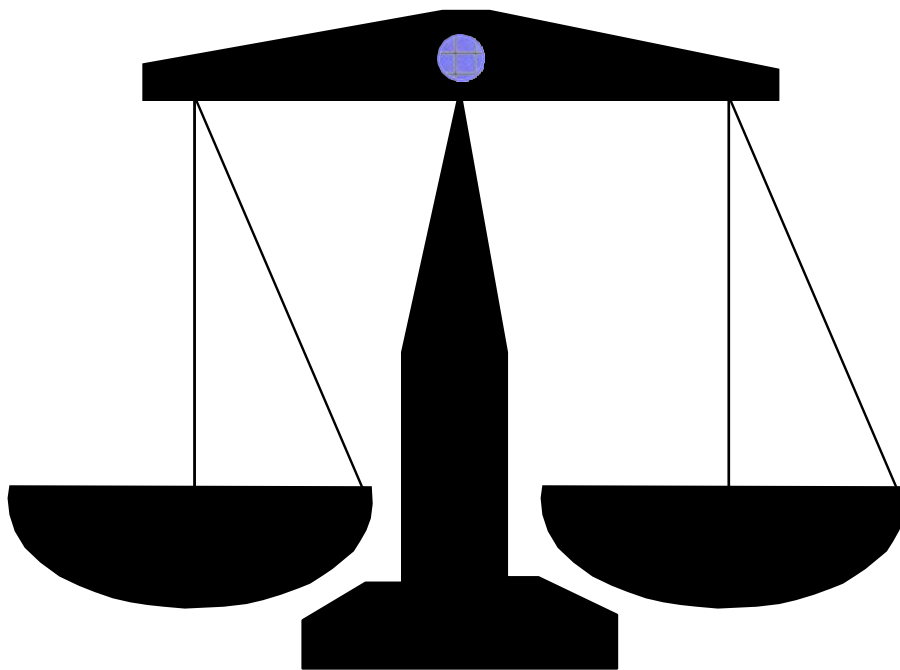
XI. MISCELLANEOUS

Captions. Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

Invalidation. If any provision of this grievance procedure is found invalid, the remaining provision(s) shall remain valid and enforceable.

APPENDIX B-2: LIPH TENANT'S GRIEVANCE PROCEDURES

**THE HOUSING AUTHORITY OF THE
CITY OF PITTSBURGH**



**LIPH TENANT'S GRIEVANCE PROCEDURES:
A FORUM**

**FOR THE JUST, EFFECTIVE, &
EFFICIENT RESOLUTION OF DISPUTES**

Effective May 26, 2011

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for the just, effective and efficient settlement of grievances against the Housing Authority of the City of Pittsburgh (hereinafter “Housing Authority”) by tenants in its low income housing communities. This procedure applies only to grievances filed by residents of the Housing Authority.

II. INCORPORATION CLAUSE

This procedure is hereby incorporated by reference to all public housing leases. 24 CFR §966.52(b).

III. DEFINITIONS

Subject to additional definitions that may be contained in subsequent provisions of this procedure, the following words and phrases shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- A. **“Appeal”** Includes proceedings on petition for review. 2 Pa.C.S.A. §101.
- B. **“Complainant”** A resident that requests a grievance hearing. 24 CFR §966.53(b).
- C. **“CFR”** The Code of Federal Regulations.
- D. **“Drug Related Criminal Activity”** The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- E. **“Grievance”** Shall mean any dispute which a resident may have against the Housing Authority. 24 CFR §966.53(a).
- F. **“Hearing Officer”** Shall mean an impartial person appointed by the Housing Authority to hear grievances and render a decision with respect thereto. This will not be the individual who made or approved the Housing Authority action under review or a subordinate of such person. 24 CFR §966.53(d), 24 CFR §5.514(f)(iii)(A).
- G. **“HUD”** The U.S. Department of Housing and Urban Development.
- H. **“INS”** The United States Customs and Immigration Service (USCIS).
- I. **“Pa.C.S.A.”** The Pennsylvania Consolidated Statutes Annotated.

J. **“Person with disabilities”** A person who:

1. has a disability as defined in Section 223 of the Social Security Act [42 U.S.C.S. §423],
2. is determined, pursuant to regulations issued by the Secretary of the U.S. Department of Housing and Urban Development, to have a physical, mental, or emotional impairment which (I) is expected to be of a long-continued and indefinite duration, (II) substantially impedes his or her ability to live independently, and (III) is of such a nature that such ability could be improved by more suitable housing conditions, 42 USCA §1437a(b)(3)(E)(ii), or
3. has a developmental disability as defined §102 of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.S. §6002]. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. 42 USCA §1437a (b)(3)(E). Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under 42 U.S.C.S. §1437 et seq. solely on the basis of any drug or alcohol dependence.
4. has a disability as defined under Section 504 of the Rehabilitation Act of 1973 and subsequent amendments: such that he/she has a mental or physical impairment, a record of impairment, or is regarded as having such an impairment; and is substantially limited in his or her major life activities that include abilities such as (but not limited to) self-care, breathing, walking, seeing, performing household tasks, speaking, and learning.

K. **“Resident”** An adult person (or persons) (other than a live-in aide):

1. who resides in a unit owned by the Housing Authority, and who executed a lease with the Housing Authority as lessee of a dwelling unit, 24 CFR §966.53(f).

L. **“Resident Council”** A resident council shall consist of persons residing in public housing and must meet each of the following requirements in order to receive official recognition from the Housing Authority, 24 CFR §964.115:

1. It must represent residents residing:

- a. in scattered site buildings, 24 CFR § 964.115 (a)(1);or
 - b. in areas of contiguous row houses, 24 CFR §964.115(a)(2); or
 - c. in one or more contiguous buildings, 24 CFR §964.115(a)(3); or
 - d. in a development, 24 CFR §964.115(a)(4); or
 - e. in a combination of these buildings or developments, 24 CFR §964.115(a)(5).
2. It must adopt written procedures such as by-laws, or a constitution which provides for the election of residents to the governing board by the voting membership of the residents residing in public housing, on a regular basis but at least once every three (3) years. 24 CFR §964.115(b). The written procedures must provide for the recall of the resident board by the voting membership. Id. These provisions shall allow for a petition or other expression of the voting membership’s desire for a recall election, and set the number of percentage of voting membership’s desire for a recall election, and set the number of percentage of voting membership (“threshold”) who must be in agreement in order to hold a recall election. Id. This threshold shall not be less than 10 percent of the voting membership. Id.
 3. It must have a democratically elected governing board that is elected by the voting membership. 24 CFR §964.115(c). At a minimum, the governing board should consist of five (5) elected board members Id.
 4. The voting membership must consist of heads of households (any age) and other residents at least 18 years of age or older and whose name appears on a lease for the unit in the public housing community that the resident council represents 24 CFR §964.115(c).

M. “USCA” The United States Code Annotated.

IV. COMPUTATION OF TIME

Last Day. If the last day for the Housing Authority or a complainant to act falls on a Saturday, Sunday or a federal holiday, the deadline is extended to the next day that is not a Saturday, Sunday or a federal holiday.

V. INFORMAL SETTLEMENT MEETING

A. Requesting a Meeting. A complainant may request that his/her grievance be settled without a hearing.

Resident of Public Housing. To have an Informal Settlement Meeting, a resident of public housing must fill out a written request for a meeting with his/her regional community manager within seven (7) days from the date a resident learns or has reason to know of any adverse action or inaction by the Housing Authority against the resident, including but not limited to, a dispute concerning a violation of any of a resident’s obligations as stated in the resident’s lease agreement or applicable local, state or federal law. 24 CFR §966.51(a)(1).

B. Written Summary of Discussion. Within ten (10) days from the date of the meeting, a

written summary of the discussion will be prepared by the Housing Authority representative. The written summary shall specify the names of the participants, date of the meeting, the result of the meeting and the specific reasons therefore, and will state the procedures by which a hearing may be obtained if the complainant is not satisfied. 24 CFR §966.54.

C. When an Informal Settlement Meeting will not be granted. An informal Settlement Meeting will not be granted under the following situations:

1. failure of a resident of public housing to request an informal Settlement Meeting within seven (7) days from the date the resident of public housing learns or has reason to know of any adverse action or inaction by the Housing Authority against the resident of public housing;
2. evictions based on alleged drug related criminal activity;
3. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority;
4. for disputes between public housing residents that do not involve the Housing Authority, or to class grievances;
5. as a forum for initiating or negotiating policy changes between a group or groups of residents and the Housing Authority's Board of Commissioners;
6. if the resident of public housing filed a legal action against the Housing Authority prior to or after requesting an informal hearing and the issues in the legal proceeding arise out of the same set of facts that the resident of public housing now requests a grievance hearing for (this excludes any appeal taken from the decision of a hearing officer);
7. for failure to make rental payments to the Housing Authority or deposit rent in escrow for an informal hearing involving the amount of rent due;
8. requesting an Informal Settlement Meeting the basis of which arises out of the same set of facts as a previous hearing. This section does not apply to cases that were remanded from an appellate court that had proper jurisdiction to hear the appeal; (See Section X entitled APPEALS for information on how to properly appeal the decision of a hearing officer.)
9. discretionary administrative decisions by the Housing Authority;
10. for a Housing Authority determination that a unit is not in accordance with housing quality standards because of the family size;

D. Appeal. Either party may request an Informal Grievance Hearing within five (5) days from the date of the written summary of their Informal Settlement Meeting.

VI. REQUESTING AN INFORMAL GRIEVANCE HEARING

- A. Time for Requesting.** A complainant must request a hearing within seven (7) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant, including but not limited to:

- a. a dispute concerning a violation of a public housing resident's obligations as stated in the public housing resident's lease agreement, or applicable local, state or federal law, 24 CFR §966.51(a)(1), or
- b. a dispute concerning a violation of the lease addendum.

B. Grievances due to Immigration status. Please refer to the Grievance Procedures due to Immigration Status.

C. How to request a Hearing:

1. **Resident of Public Housing.** A resident of public housing must fill out a written request for a grievance hearing at the office of his/her regional community manger.

D. Form of Request. The written request must state:

- a. the date the alleged grievance occurred.
- b. the reason(s) for the grievance. 24 CFR §966.55(a)(1), and
- c. the action or relief sought. 24 CFR §966.55(a)(2).

E. Notification. The Community Manager shall send the properly completed request for a grievance hearing to the Legal Department. The request should be postmarked either the same day it was filed or the following business day.

F. Private Hearing. A complainant has the right to a private hearing unless the complainant requests a public hearing. 24 CFR §966.56(3). A private hearing means that only the complainant, the necessary housing authority representatives and the Hearing Officer will be in the room during the complainant's grievance hearing.

G. How to Reschedule a Grievance Hearing. A grievance hearing may be rescheduled if a written request is received by the Legal Department at least five (5) before the date of the hearing. A complainant may only have his or her grievance hearing rescheduled twice (2). A request for a grievance hearing will be denied if a complainant requests that a hearing be rescheduled for a third (3) time.

H. When a Grievance Hearing will not be granted. A grievance hearing will not be granted under the following situations:

- a. failure of a complainant to request a grievance hearing within seven (7) days from the date the complainant learns or has reason to know of any adverse action or inaction by the Housing Authority against the complainant; 24 CFR §966.55(c)
- b. evictions based on alleged drug related criminal activities; 24 CFR §966.51(2)(i)(B).
- c. any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority; 24 CFR §966.51(2)(i)(A).
- d. for disputes between public housing residents that do not involve the Housing Authority, or to class grievances; 24 CFR §966.51(b).
- e. as a forum for initiating or negotiating policy changes between a group or group of

residents and the Housing Authority's Board of Commissioners; 24 CFR §966.51(b).

- f. if complainant filed a legal action against the Housing Authority prior to or after requesting a grievance hearing and the issues in the legal proceedings arise out of the same set of facts that the complainant now requests a grievance hearing for (this excludes any appeal taken from the decision of a hearing officer);
- g. for failure to make rental payments to the Housing Authority or deposit rent in escrow for any grievance hearing involving the amount of rent due; 24 CFR §966.55(e).
- h. requesting a grievance hearing the basis of which arises out of the same set of facts as a previous hearing;. (This section does not apply to cases that were remanded from an appellate court that had proper jurisdiction to hear the appeal. See Section X entitled "APPEALS" for information on how to properly appeal the decision of a hearing officer.)

I. Notice of Hearing. The Housing Authority will make every effort to schedule a hearing within thirty (30) days after receipt of a written request. After the complainant requests a hearing, he/she will receive a letter from the Legal Department of the Housing Authority stating: the date, time and location of the hearing. 24 CFR §882.514(f), 24 CFR §966.55(f), 24 CFR §982.54(d)(13), 24 CFR §983.208.

VII. SELECTION & APPOINTMENT OF HEARING OFFICERS

- A. Conflicts of Interest.** The hearing officer shall not be the person who made or approved the Housing Authority action under review, or a subordinate of such person. 24 CFR §966.55(b).
- B. Appointment of Hearing Officers.** The Legal Department of the Housing Authority shall nominate impartial persons to sit as hearing officers. All nominations must receive confirmation by the Executive Director of the Housing Authority. These persons may include, but will not necessarily be limited to, Housing Authority staff members, or other responsible persons in the community. 24 CFR §966.55(b)(2)(ii). The Legal Department will train all hearing officers.
- C. Comments by Resident Councils.** The Housing Authority shall consult resident councils before the Housing Authority appointment of each hearing officer and panel member. 24 CFR §966.55(b)(3). Any written comments or recommendations submitted by the resident councils shall be considered by the Housing Authority before the appointment. Id. Although the Housing Authority will consider any objections raised by a resident council, the final determination for the appointment rests with the Housing Authority.
- D. Designation of Hearing Officers.** The designation of hearing officers for particular grievances shall be governed by the following provisions:
 - 1. All grievances shall be heard by a hearing officer. 24 CFR §966.55(b)(2)(ii).
 - 2.No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent to the Housing Authority that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal

friends, relatives, persons with whom they have any business relationship (except a Housing Authority employee serving as a hearing officer), or grievances in which they have some personal interest. Furthermore, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made. Grounds for disqualification do not exist solely because the hearing officer is an employee of the Housing Authority.

- E. Failure of Hearing Officer to Disqualify Him/Herself.** In the event that a hearing officer fails to disqualify himself/herself as required in this grievance procedure, the Housing Authority may remove the hearing officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

VIII. PROCEDURES GOVERNING HEARINGS

- A. Escrow Deposit.** Before a hearing is scheduled on any grievance involving the amount of rent due by a resident of public housing, the resident shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first (1) of the month preceding the month in which and act or failure to act took place. 24 CFR §966.55(e). The public housing resident shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the grievance is resolved by decision of the hearing officer. Id. These requirements may be waived by the Housing Authority in extenuating circumstances. Id. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. Id.
- B. Accommodation for Persons with Disabilities.** The Housing Authority will provide reasonable accommodation for persons with disabilities to participate in a hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. 24 CFR §966.56(h), 2 Pa.C.S.A. §505.1.
- C. Representation.** Both the complainant and the Housing Authority may be represented at a grievance hearing by a person of their own choosing. 24 CFR §966.56(2), 2 Pa. C.S.A. §502. However, the Housing Authority may, upon a hearing and good cause shown, preclude any person from practice before it. 2 Pa.C.S.A. §503.
- D. Inspection of Records.** Before the grievance hearing, the complainant may request an opportunity to examine any Housing Authority documents, including records and regulations, that are directly relevant to the hearing. 24 CFR §966.56(b)(1). All requests must be in writing and must state which particular items the complainant wants to inspect. All requests must be received by the Legal Department of the Housing Authority at least five (5) days before the hearing. All untimely requests may be denied by the Legal Department of the Housing Authority. The complainant shall be allowed to copy any such document at the complainant's expense. 24 CFR §966.56(b)(1).
- E. Issuance of Subpoenas.** A complainant may go to the Legal Department of the Housing Authority and have a subpoena issued requiring the attendant of witnesses and the production of documents relevant to his/her grievance hearing. 35 P.S. §1550(z). Reasonable requests for a subpoena may not be denied by the Legal Department. Id.

- F. Briefs and Oral Arguments.** The hearing officer will also take oral arguments from the parties with or without the submittal of briefs. 2 Pa.C.S.A. §506. If requested, all parties shall be afforded an opportunity to submit briefs prior to the hearing officer's issuance of his/her written decision. All briefs must be submitted in triplicate with two copies forwarded to the hearing officer and one copy sent to the opposing party. The other party will then have an opportunity to write a response brief.
- G. Failure of a Party to Appear at the Hearing.** If the complainant fails to appear at a scheduled hearing, the hearing officer may either make a determination to postpone the hearing for a period not to exceed five (5) business days or make a determination that the party has waived their right to a hearing. 24 CFR §966.56(d). A hearing will only be continued once unless the complainant can prove the existence of an extenuating circumstance that was the cause of his/her inability to appear at the hearing.
- H. Burden of Proof.** At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying its action or failure to act against which the grievance is directed. 24 CFR §966.56(e).
- I. Evidence at Hearing.** All relevant evidence of reasonably probative value may be received at the hearing. The hearing officer shall have the exclusive power of ruling on all evidentiary issues. Witnesses must be sworn and shall be examined orally. Reasonable examination and cross-examination of witnesses shall be permitted at the hearing. 2 Pa. C.S.A. §505.
- J. Record.** All testimony shall be mechanically recorded and a full and complete record shall be kept of the proceedings. 2 Pa. C.S.A. §504. Complainants may request a transcript of the hearing for an administrative fee. 24 CFR §966.56(g). Transcripts of the hearing will cost twenty dollar (\$20) plus an additional two dollars (\$2) per page after the tenth page. But, the Housing Authority will reimburse the administrative fee to any complainant that appeals the decision of a hearing officer to a court with proper appellate jurisdiction and the complainant wins his/her appeal.
- K. Orderly Conduct.** The hearing officer shall require the Housing authority, the complainant, counsel of any party and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate. 24 CFR §966.56(f).

IX. DECISION OF THE HEARING OFFICER

- A. Contents and Service of Decisions.** All decisions of the hearing officer will be in writing, shall contain findings of fact and the reasons for the decision, and shall be served upon all parties or their counsel by mail. 2 Pa.C.S.A. §507, 24 CFR §966.57(a). The hearing officer is solely responsible for drafting the decision which will be based exclusively upon

the facts and evidence that is presented and established at the hearing. 24 CFR §966.56(5). The Housing Authority shall retain a copy of the decision in the complainant's folder. 24 CFR §966.57(a).

B. Effect of Decision. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

a. the grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease, complainant's contract or federal regulations, which adversely affect the complainant's rights, duties, welfare or status; 24 CFR §966.57(b)(1).

b. the decision of the hearing officer or hearing panel is contrary to applicable federal, state, local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority. 24 CFR §966.57(b) (1)(2), 24 CFR §928.555(f)(2).

C. Effective Date of Decision. The decision of the hearing officer will be effective upon issuance, unless a different date is stated in the decision.

X. EFFECT OF REQUESTING AN INFORMAL HEARING OR A GRIEVANCE HEARING

A. The filing of a timely and proper request for an informal hearing or a grievance hearing will act as a temporary stay of any adverse action by the Housing Authority against the complainant until the occurrence of:

1. dismissal of the grievance; or
2. written summary has been issued as stated in Section V; or
3. the hearing officer has issued a decision as stated in Section IX.

XI. APPEALS

A. Right to an Appeal. A party to a grievance hearing may appeal the decision of a hearing officer to a court vested with jurisdiction to hear such appeals by or pursuant to Title 42 of Purdon's Pennsylvania Code Statutes Annotated (relating to judiciary and judicial procedure). 2 PA. C.S.A. §702. Furthermore, unless stated otherwise, all appeals from the decision of a hearing officer must be in accordance with 42 Pa. C.S.A. §933.

B. Evictions. All appeals from the decision of a hearing officer to either affirm or deny an action to evict must be in accordance with the procedures set forth in 68 P.S. §250.102 et seq. Entitled the Landlord Tenant Act, and Pa.R.C.P.D.J. No. 501 et seq. Entitled Actions Before District Justices for the Recovery of Possession of Real Property.

XII. NOTICES

All notices under this grievance procedure shall be deemed delivered:

1. upon personal service thereof to the complainant or to an adult member of the complainant's household; or
2. upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
3. on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class other than certified or registered mail.

If the complainant is visually impaired, any notice hereunder delivered to the complainant shall be in accessible format. 24 CFR §966.56(h) (2).

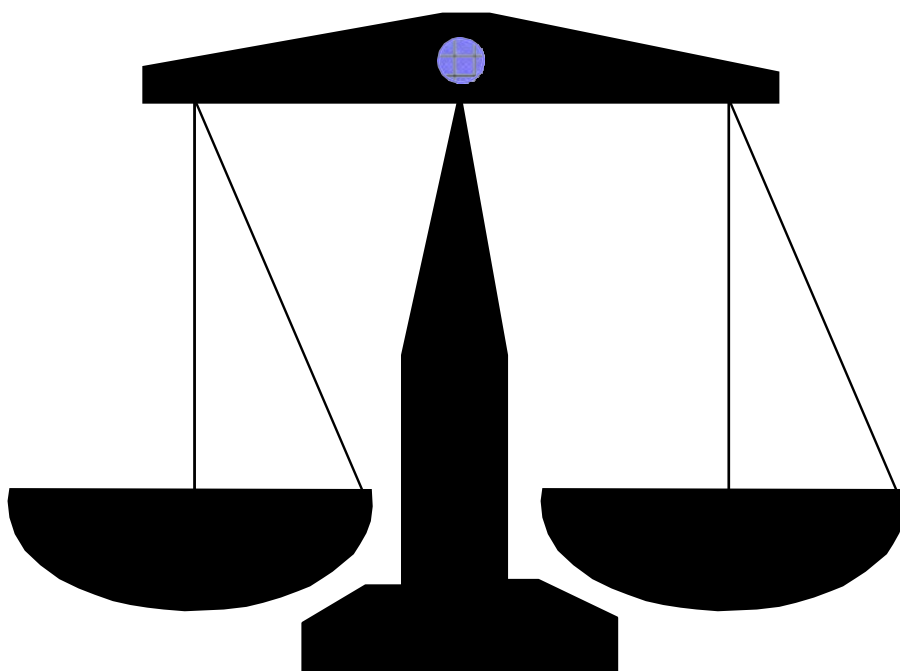
XIII. MISCELLANEOUS

Captions. Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

Invalidation. If any provision of this grievance procedure is found invalid, the remaining provision(s) shall remain valid and enforceable.

**APPENDIX B-3: GRIEVANCE PROCEDURES DUE TO
IMMIGRATION STATUS**

**THE HOUSING AUTHORITY OF THE
CITY OF PITTSBURGH**



**GRIEVANCE PROCEDURES DUE TO
IMMIGRATION STATUS: A FORUM
FOR THE JUST, EFFECTIVE, &
EFFICIENT RESOLUTION OF DISPUTES**

Effective May 26, 2011

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for the just, effective and efficient settlement of grievances against the Housing Authority of the City of Pittsburgh (hereinafter “Housing Authority”). This procedure applies to grievances due to immigration status.

II. INCORPORATION CLAUSE

This procedure is hereby incorporated by reference to all public housing leases, all Section 8 Housing Assistance Payments (HAP) Contracts, and all Section 8 lease addendums.

III. DEFINITIONS

Subject to additional definitions that may be contained in subsequent provisions of this procedure, the following words and phrases shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- A. “**Appeal**” Includes proceedings on petition for review. 2 Pa.C.S.A. §101.
- B. “**Complainant**” A participant that requests a grievance hearing.
- C. “**CFR**” The Code of Federal Regulations.
- D. “**Drug Related Criminal Activity**” The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- E. “**Grievance**” Shall mean any dispute which a Housing Choice Voucher Program participant may have against the Housing Authority.
- F. “**Hearing Officer**” Shall mean an impartial person appointed by the Housing Authority to hear grievances and render a decision with respect thereto. This will not be the individual who made or approved the Housing Authority action under review or a subordinate of such person.
- G. “**Housing Assistance Payments Contract (HAP contract)**” A written contract between the Housing Authority and a Section 8 landlord, in the form prescribed by HUD, in which the Housing Authority agrees to make housing assistance payments to the Section 8 landlord on behalf of a Section 8 resident. 24 CFR §882.102, 24 CFR §982.4.
- H. “**HUD**” The U.S. Department of Housing and Urban Development.
- I. “**INS**” The United States Customs and Immigration Service (USCIS).

- J. **“Lease addendum”** An addendum to the lease between the Section 8 resident and the Section 8 landlord, which includes the lease language required by HUD. 24 CFR §982.4.
- K. **“Pa.C.S.A.”** The Pennsylvania Consolidated Statutes Annotated.
- L. **“Person with disabilities”** A person who:
1. has a disability as defined in Section 223 of the Social Security Act [42 U.S.C.S. §423],
 2. is determined, pursuant to regulations issued by the Secretary of the U.S. Department of Housing and Urban Development, to have a physical, mental, or emotional impairment which (I) is expected to be of a long-continued and indefinite duration, (II) substantially impedes his or her ability to live independently, and (III) is of such a nature that such ability could be improved by more suitable housing conditions, 42 USCA §1437a(b)(3)(E)(ii), or
 3. has a developmental disability as defined §102 of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C.S. §6002]. Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. 42 USCA §1437a(b)(3)(E). Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under 42 U.S.C.S. §1437 et seq. solely on the basis of any drug or alcohol dependence.
 4. has a disability as defined under Section 504 of the Rehabilitation Act of 1973 and subsequent amendments: such that he/she has a mental or physical impairment, a record of impairment, or is regarded as having such an impairment; and is substantially limited in his or her major life activities that include abilities such as (but not limited to) self-care, breathing, walking, seeing, performing household tasks, speaking, and learning.
- M. **“Resident”** An adult person (or persons) (other than a live-in aide): the head of household of a unit funded in whole or in part by a Section 8 program administered by the Housing Authority.
- N. **“Section 8”** Includes the following programs: Section 8 Certificate and Moderate Rehabilitation programs, 24 CFR §882.101 et seq., Section 8 Rental Certificate Program and the Section 8 Project-Based Certificate Program, 24 CFR §983.1 et seq.

- O. “**Section 8 Landlord**” A private landlord that has an existing Housing Assistance Payments Contract with the Housing Authority.
- P. “**Section 8 Participant**” A Section 8 aka Housing Choice Voucher Program resident.
- Q. “**USCA**” The United States Code Annotated.

IV. **COMPUTATION OF TIME**

Last Day. If the last day for the Housing Authority or a complainant to act falls on a Saturday, Sunday or a federal holiday, the deadline is extended to the next day that is not a Saturday, Sunday or a federal holiday.

V. **REQUESTING A GRIEVANCE HEARING**

A. Time for Requesting

After notification of the INS decision on appeal, or in lieu of request of appeal to the INS, the family may request that the responsible entity provide a hearing.

This request must be made either 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.

B. Grievances due to Immigration status. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

1. USCIS Appeal Process [24 CFR 5.514(e)]

When the Housing Authority receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the Housing Authority must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the Housing Authority with a copy of the written request for appeal and the proof of mailing.

HACP will notify the family in writing of the results of the USCIS secondary verification after receiving the results.

The family must provide HACP with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to HACP, of its decision. When the USCIS notifies HACP of the decision, HACP must notify the family of its right to request an informal hearing.

HACP will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

C. How to request a Hearing.

1. **Section 8 Participant.** A Section 8 participant must fill out a written request for a grievance hearing at the Section 8 Department of the Housing Authority.
2. **Section 8 or LIPH Applicant.** An applicant must fill out a written request for a grievance hearing at the Occupancy Department or Site-Based Management Office of the Housing Authority.
3. **Resident of Public Housing.** A resident of public housing must fill out a written request for a grievance hearing at the office of his/her regional community manger.

D. Form of Request. The written request should state:

1. the date the alleged grievance occurred;
2. the reason(s) for the grievance; and
3. the action or relief sought.

E. Notification. All Departments, will send the properly completed request for a grievance hearing to the Legal Department. The request should be postmarked either the same day it was filed or the following business day.

F. Private Hearing. A complainant has the right to a private hearing unless the complainant requests a public hearing. A private hearing means that only the complainant, the necessary housing authority representatives and the Hearing Officer will be in the room during the complainant's grievance hearing.

G. How to Reschedule a Grievance Hearing. The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the “good cause” prior to rescheduling the hearing.

H. A complainant may only have his or her grievance hearing rescheduled twice (2). A request for a grievance hearing will be denied if a complainant requests that a hearing be rescheduled for a third (3) time.

I. When a Citizenship Grievance Hearing will not be granted. A grievance hearing will not be granted under the following situations:

1. failure of a complainant to request a grievance hearing within the above prescribed time frames.
2. as a forum for initiating or negotiating policy changes between a group or group of residents and the Housing Authority’s Board of Commissioners.
3. if complainant filed a legal action against the Housing Authority prior to or after requesting a grievance hearing and the issues in the legal proceedings arise out of the same set of facts that the complainant now requests a grievance hearing for (this excludes any appeal taken from the decision of a hearing officer)
4. requesting a grievance hearing the basis of which arises out of the same set of facts as a previous hearing. This section does not apply to cases that were remanded from an appellate court that had proper jurisdiction to hear the appeal. (See Section W entitled “APPEALS” for information on how to properly appeal the decision of a hearing officer).

J. Notice of Hearing. The Housing Authority will make every effort to schedule a hearing within twenty (20) days after receipt of a written request. After the complainant requests a hearing, he/she will receive a letter from the Legal Department of the Housing Authority stating: the date, time and location of the hearing.

VI. SELECTION & APPOINTMENT OF HEARING OFFICERS

A. Conflicts of Interest. The hearing officer shall not be the person who made or approved the Housing Authority action under review, or a subordinate of such person.

B. Appointment of Hearing Officers.

The Legal Department of the Housing Authority shall nominate impartial persons to sit as hearing officers. All nominations must receive confirmation by the Executive Director of the Housing Authority. These persons may include, but will not necessarily be limited to, Housing Authority staff members, or other responsible persons in the community. The Legal Department will train all hearing officers.

C. Designation of Hearing Officers. The designation of hearing officers for particular grievances shall be governed by the following provisions:

1. All grievances shall be heard by a hearing officer.
2. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent to the Housing Authority that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship (except a Housing Authority employee serving as a hearing officer), or grievances in which they have some personal interest. Furthermore, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made. Grounds for disqualification **do not** exist solely because the hearing officer is an employee of the Housing Authority.

D. Failure of Hearing Officer to Disqualify Him/Herself. In the event that a hearing officer fails to disqualify himself/herself as required in this grievance procedure, the Housing Authority may remove the hearing officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.

VII. PROCEDURES GOVERNING HEARINGS

A. Accommodation for Persons with Disabilities. The Housing Authority will provide reasonable accommodation for persons with disabilities to participate in a hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. 2 Pa.C.S.A. §505.1.

- B. Representation.** Both the family and the Housing Authority may be represented at a grievance hearing by a person of their own choosing. 2 Pa. C.S.A. §502. However, the Housing Authority may, upon a hearing and good cause shown, preclude any person from practice before it. 2 Pa.C.S.A. §503.
- C. Inspection of Records.** Whenever a participant requests an informal hearing, HACP will mail a confirmation letter to the participant informing the participant that the participant may review information relevant to the hearing at the Legal Department of the Housing Authority of the City of Pittsburgh. The family is allowed to copy any such documents and will not be charged for the copying of the documents. If the family loses their documents they may be charged for additional copies at the rates currently used by HACP. The family must request additional copies of HACP documents no later than 12:00 p.m., two business days prior to the scheduled hearing date.
- D. Issuance of Subpoenas.** A complainant may go to the Legal Department of the Housing Authority and have a subpoena issued requiring the attendant of witnesses and the production of documents relevant to his/her grievance hearing. 35 P.S. §1550(z). Reasonable requests for a subpoena may not be denied by the Legal Department. Id.
- E. Briefs and Oral Arguments.** The hearing officer will also take oral arguments from the parties with or without the submittal of briefs. 2 Pa.C.S.A. §506. If requested, all parties shall be afforded an opportunity to submit briefs prior to the hearing officer's issuance of his/her written decision. All briefs must be submitted in triplicate with two copies forwarded to the hearing officer and one copy sent to the opposing party. The other party will then have an opportunity to write a response brief.
- F. Failure of a Party to Appear at the Hearing.** If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. HACP will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.
- G. Burden of Proof.** At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying its action or failure to act against which the grievance is directed.

- H. Evidence at Hearing.** All relevant evidence of reasonably probative value may be given at the hearing. The hearing officer shall have the exclusive power of ruling on all evidentiary issues. Witnesses must be sworn and shall be examined orally. Reasonable examination and cross-examination of witnesses shall be permitted at the hearing. 2 Pa. C.S.A. §505.
- I. Record.** All testimony shall be mechanically recorded and a full and complete record shall be kept of the proceedings. 2 Pa. C.S.A. §504. Complainants may request a transcript of the hearing for an administrative fee. Transcripts of the hearing will cost twenty dollar (\$20) plus an additional two dollars (\$2) per page after the tenth page. But, the Housing Authority will reimburse the administrative fee to any complainant that appeals the decision of a hearing officer to a court with proper appellate jurisdiction and the complainant wins his/her appeal.
- J. Orderly Conduct.** The hearing officer shall require the Housing authority, the complainant, counsel of any party and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- K. Interpretive Services.** The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or HACP, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, HACP is still obligated to provide oral translation services in accordance with its LEP Plan.

VIII. DECISION OF THE HEARING OFFICER

- A. Contents and Service of Decisions.** All decisions of the hearing officer will be in writing, shall contain findings of fact and the reasons for the decision, and shall be served upon all parties or their counsel by mail. 2 Pa.C.S.A. §507 The hearing officer is solely responsible for drafting the decision which will be based exclusively upon the facts and evidence that is presented and established at the hearing. 24 CFR 982.555(e) (6) The Housing Authority shall retain a copy of the decision in the complainant's folder.

B. Retention of Documents [24 CFR 5.514(h)]

The Housing Authority will retain, for a minimum of 5 years, the following documents that may have been submitted to the PHA by the family, or provided to the Housing Authority as part of the INS appeal or the Housing Authority informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination

- Photocopies of any original documents, including original INS documents
- The signed verification consent form
- The INS verification results
- The request for a INS appeal
- The final INS determination
- The request for an informal hearing
- The final informal hearing decision

C. Effect of Decision. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority. The Housing Authority shall take all actions, or refrain from any actions, necessary to carry out the decision, unless:

1. For an Applicant or Participant in the Section 8 Program: the Housing Authority determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - i. The grievance does not concern a matter for which the Housing Authority is required to provide an opportunity for an informal hearing, or that otherwise exceeds the authority of the person conducting the hearing under the Housing Authority hearing procedures.
 - ii. The decision of the hearing officer or hearing panel is contrary to applicable federal, state, local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
2. For an LIPH Applicant or LIPH Resident, the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
 - i. the grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease, complainant's contract or federal regulations, which adversely affect the complainant's rights, duties, welfare or status;
 - ii. the decision of the hearing officer or hearing panel is contrary to applicable federal, state, local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.

D. Effective Date of Decision. The decision of the hearing officer will be effective upon issuance, unless a different date is stated in the decision.

IX. EFFECT OF REQUESTING AN INFORMAL HEARING OR A GRIEVANCE HEARING

Assistance to a family will not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the INS/United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the Housing Authority hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

X. APPEALS

- A.** A decision against a family member, issued in accordance with the USCIS appeal process or the Housing Authority's informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

- B.** A party to a grievance hearing may appeal the decision of a hearing officer, if allowed under law, to a court vested with jurisdiction to hear such appeals by or pursuant to Title 42 of Purdon's Pennsylvania Code Statutes Annotated (relating to judiciary and judicial procedure). 2 PA. C.S.A. §702. Furthermore, unless stated otherwise, all appeals from the decision of a hearing officer must be in accordance with 42 Pa. C.S.A. §933.

- C.** All appeals from the decision of a hearing officer to either affirm or deny an action to evict must be in accordance with the procedures set forth in 68 P.S. §250.102 et seq. Entitled the Landlord Tenant Act, and Pa.R.C.P.D.J. No. 501 et seq. Entitled Actions Before District Justices for the Recovery of Possession of Real Property.

XI. NOTICES

All notices under this grievance procedure shall be deemed delivered:

1. upon personal service thereof to the complainant or to an adult member of the complainant's household; or

2. upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or

3. on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class other than certified or registered mail.

If the complainant is visually impaired, any notice hereunder delivered to the complainant shall be in accessible format.

XII. MISCELLANEOUS

Captions. Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

Invalidation. If any provision of this grievance procedure is found invalid, the remaining provision(s) shall remain valid and enforceable.

APPENDIX C: EFFECTIVE COMMUNICATION POLICY

HACP shall take all appropriate steps to ensure effective communication with applicants, residents, and employees with disabilities and shall furnish appropriate auxiliary aides when necessary to effectively communicate with the person with a disability. Examples of appropriate auxiliary aides include, but are not limited to, qualified Sign Language interpreters, assertive listening systems, readers, use of taped materials, and materials in Braille. If an applicant, resident, employee, or member of the public needs written materials in one of these forms or would like to use the services of an interpreter, he or she should make that request to the originating HACP department or Disability Compliance Office at least one (1) week prior to the meeting or when the materials are needed at:

Housing Authority of the City of Pittsburgh Disability Compliance Office
100 Ross Street, 2nd Floor Pittsburgh, PA 15219
Phone: 412-456-5282, ext 1
Fax: 412-471-0964
TDD: 412-201-5384

The request should state the format that is most acceptable to the requestor. HACP will pay for all services and materials associated with the request. However, HACP will not pay for materials intended only for personal use, such as typewriters, computers, or other assistive technology not related to the meeting or documents requested.

If a request is denied for any reason or an unacceptable alternative is offered, the requestor may request an informal hearing or a formal Grievance Hearing by following the procedures set forth in HACP's grievance procedure.

APPENDIX D: PET RIDER

PET RIDER TO LEASE NO. _____

STREET ADDRESS _____ **APARTMENT NUMBER** _____

By and between the Housing Authority of the City of Pittsburgh (the “Authority”) and _____), (the “Tenant” or “Pet Owner.”)

The Authority and Pet Owner agree to be legally bound by this “Pet Rider” as follows:

SECTION 1. DEFINITION OF PET AND NUMBER PER UNIT

A pet, for purposes of Authority policies, is defined as being a cat; dog; small “tropical” fish kept in an aquarium; birds, such as a canary, parakeet, lovebird or other bird commonly kept as pets in bird cages. Any other pet or animal, except service or assistance animals, as defined below, will be refused registration and not permitted on Authority property. Generally, dogs may not weigh more than 20 pounds; cats may not weigh more than 15 pounds. If the dog or cat grows to weigh more than the allowable weight, it then must be removed from the premises immediately, or the entire household will face eviction.

Only one pet to a unit is permitted, i.e., one cat or dog. An exception is made for fish, where the tenant is limited to one twenty-gallon tank, and for birds, where two may be allowed in one cage. However, only two birds and one cage are permitted in total.

SECTION 2. DEFINITION OF ASSISTANCE ANIMAL

Assistance animals, which are needed by persons with disabilities are not considered pets and are not covered by the HACP Pet Rider. HACP has a separate, Assistance Animal Policy.

Assistance or service animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability. They also include animals that provide emotional support that help with one or more identified symptom or effect of a person’s disability. Assistance animals, which are often referred to as service animals, assistive animals, support animals, or therapy animals, perform many disability-related functions.

SECTION 3. PRE-REGISTRATION AND PET RESPONSIBILITY CARD (REQUIRED PRIOR TO ADMISSION)

At least ten (10) days before pet is to be brought into the tenant’s apartment, the pet must be registered with the Property Manager. The registration must include the type of pet, breed, approximate size and weight, a recent picture, name, age, license number, current inoculation information and the name, address and telephone number of pet’s veterinarian. In addition, tenant must provide a completed written “Responsibility Card,” (similar to Exhibit A attached to this Rider) showing names, addresses, and phone numbers of three (3) local persons who will come and get the pet in the event of tenant’s illness, vacation, death or other unavailability.

Tenants who have pets before the adoption of this revised policy will have to provide any additional information required by the revisions within thirty (30) days of the effective date of the revised policy. If the pet owner fails to provide any requested information, the pet will not be permitted on the premises.

If Management determines, based on a pet applicant or owner's housekeeping habits, that such person will be unable to comply fully with this Pet Rider in its entirety, the pet will be denied registration and admission. A notice will be sent to the pet owner stating the basis for the Authority's determination, and notifying the tenant of their right to an administrative grievance hearing.

SECTION 4. REQUIRED UPDATE OF REGISTRATION & RESPONSIBILITY CARD

Each pet's registration must be updated once each year but not later than February 15th of each year, or the next business day after February 15th, if that date falls on Saturday, Sunday or a Holiday recognized by the Authority.

Updated annual registration will include:

- a. Verification that any pet's license required by the Authority is in effect and has been renewed for the current year;
- b. A verifiably current photograph of a dog or cat. If tenant is unable to secure a current photograph otherwise, the dog or cat may be brought to the management office each year to be photographed.
- c. Proof of current inoculations that are required for such pet.
- d. Proof of annual veterinary care within two months of February 15th.
- e. Verification of the current correctness of names, and addresses and telephone numbers of the three (3) persons that are to be called to remove the pet in the event the owner is absent from the apartment, or otherwise unable to properly care for the pet.

SECTION 5. SECURITY DEPOSIT

A Pet Security Deposit in the amount of \$250.00 will be required of all pet owners. The Authority will refund any unused portion of the Pet Security Deposit within a reasonable time after a tenant moves from the building or no longer owns or keeps a pet in the dwelling unit (provided that tenant notifies the management office in writing of their forwarding address). A resident who is not vacating the apartment must certify in writing that the pet is no longer in the apartment.

SECTION 6. PETS - GENERAL RULES

The tenant agrees to comply with these rules, and the violation of these rules may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of this Rider, the lease, and applicable HUD regulations.

- a. Only one (1) pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without another pet in it.

- b. Pet owners must use entrances and exits nearest their apartment when coming and going from the building with the pet, unless the Authority has, in its discretion, designated a particular entrance or exit.
- c. No pet is permitted to be taken to a floor in the tenant's building other than to the first floor, his or her own apartment floor, or to a floor designated for entrance and exit by the Authority.
- d. Pets are not to be taken into other tenants' apartments for any reason.
- e. Pets are not permitted in the building's public rooms such as the offices, laundry room, lounges, or community rooms.
- f. Tenants may not alter their unit, porch, balcony, or hallway, yard in any way as to create an enclosure for their pets.
- g. Apartments, porches, balconies, hallways, and yards must be kept clean and free of pet hair, feathers, seeds, droppings, urine, feces and odors from pets at all times.
- h. Reasonable costs incurred by the Authority for extermination and fumigation because of fleas, ticks, or other animal-related pests and odors caused by a tenant's pet will be the responsibility of such tenant. Failure to pay these costs will be grounds for the termination of tenancy.
- i. Tenants shall not permit any disturbance by their pets that interfere with other tenants' safe and quiet enjoyment of their accommodations. This includes disturbances such as barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.
- j. Pet owner must properly dispose of pet waste as specified in the Sections 14 (dogs) and 15 (cats) of this Rider.
- k. Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed outside in the dumpsters or, for residents who live in row houses, in garbage cans with lids, provided by the resident. The Authority will levy a \$10.00 charge each time a pet owner fails to remove pet waste in accordance with the rules. Failure or refusal to pay this charge will be grounds for termination of tenancy.
- l. If a pet is moved out of the apartment or house for any reason, such pet will be restrained in some way so that it does not become loose in the building or neighborhood. Recapture of a loose pet is the sole responsibility of the pet owner. Housing Authority staff will not be involved or take responsibility for such recapture.
- m. For hygienic reasons, pet blankets and bedding are not to be cleaned or washed in Authority- owned laundry facilities.
- n. Pets are not to be tied or left unattended outside of the apartment on Housing Authority premises, such as a patio, deck, porch, hallway, backyards, or on grounds used by the community.

SECTION 7. VISITING PETS

Visiting pets are not permitted.

SECTION 8. PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the pet owner or by other factors that render the pet owner unable to care for the pet, the Authority will contact in order, the three persons listed on the Pet Responsibility Card. If none of these people is willing or able to care for the pet, or after reasonable efforts the Housing Authority has been unable to contact any of the three persons, the Authority will contact the appropriate local agency and request the removal of such pet. If the local agency authorized to remove a pet under these circumstances is unable to do so, Authority employees will enter the pet owner's unit, remove the pet, and place it with the Animal Rescue League, or other agency that cares for such animals.

SECTION 9. OWNER'S ABSENCE

A pet may not be left unattended for more than 24 hours. If the tenant and all adult household members will be temporarily absent from the unit at a time when Management has notified tenant that Authority employees need to enter the unit for a purpose authorized by the lease, tenant shall remove, crate or cage the pet until the tenant or other household member returns to the unit.

If the resident is going to be away for an extended period of time (longer than three consecutive days), such as, for example, in the hospital or on vacation, the tenant may not leave the animal in the apartment, but must make arrangements for the animal to be cared for off Authority premises (unless another resident agrees to maintain the animal, at all times, in his or her unit). The Authority must be informed of the care arrangements for the pet as soon as possible before the tenant leaves. The Authority may, for cause, disallow any proposed care arrangement on Authority property.

If the tenant does not abide by this requirement, Management may arrange for removal and care of the pet as stated in Section 8, with the cost for such removal and care to be the full responsibility of the pet owner. Failure or refusal to pay for or reimburse the Authority will be grounds for lease termination.

SECTION 10. PET VIOLATIONS

If the Housing Authority determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the Housing Authority will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- b. State that the pet owner has 10 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation with the Property Manager.
- c. Initiate procedures to have the pet removed or to terminate the pet owner's tenancy or both, unless the pet owner corrects the violation, requests a meeting to review the issues, or requests a grievance hearing.

- d. Once a pet has been removed by Management due to problems incurred, the owner/tenant will not be permitted to bring in a new pet to Authority property.

SECTION 11. PET REMOVAL

If a pet is or becomes dangerous, shows dangerous behavior, or displays symptoms of illness or exhibits other behavior that constitutes an immediate threat to the health or safety of other tenants or HACCP employees, the Authority or an agency, authorized by the Authority will, under the circumstances stated below, enter the unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Housing Authority or an authorized agency will enter the unit if any one of three situations applies:

- a. The pet owner, upon the Authority's request, has refused to remove the pet;
- b. The Authority, after reasonable efforts, is unable to contact the pet owner to make the removal request.
- c. The pet owner is willing but unable to remove the pet because of illness or other factors.
- d. Should a pet owner decide that he or she no longer wants the pet, it is the owner's responsibility to relocate the pet at the owner's expense.

SECTION 12. DEATH OF PET

Should a pet die on Authority property it is the responsibility of the owner or the person listed on the Pet Responsibility Card to properly dispose of the pet immediately. If this is not done within 24 hours, Management will dispose of the pet, and the owner will be billed for the cost of disposal.

SECTION 13. UNIT INSPECTION

Authority maintenance personnel or housekeeping inspectors will not enter a unit until the pet is secure in a cage, crate or other secured receptacle, for the entire time the maintenance personnel are in the unit. Any problems noticed during maintenance visits or at inspections, such as damage to the property or odors, will be corrected, at the tenant's expense, within ten (10) days of written notice to the tenant of the conditions that must be corrected. Failure of the pet owner to correct the problems within the ten (10) days will result in Management's making the necessary repairs and other corrections and billing the pet owner. Failure of the owner to pay these charges will be grounds for termination of tenancy.

SECTION 14A. DOGS.

In addition to the requirements in other sections of this Pet Rider, the following rules also apply specifically to dogs:

- a. A dog must be housebroken.
- b. Proof that the dog is neutered or spayed must be furnished.
- c. A dog must be licensed by the City, and proof of annual license renewal is required.
- d. A dog must wear a collar at all times, which holds the license and the owner's name, address and telephone number; and

- e. The dog must also wear an effective flea collar at all times.
- f. Each year by February 15th, tenant must show proof that the dog has had the proper Parvo shots for distemper and rabies. (Certification must be signed by a veterinarian).
- g. The dog may not be over 18 inches tall at the top of the shoulder, and/or weight over 20 pounds at maturity. In the case of a 6 month old dog or less, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements as listed.
- h. The dog must be on a leash at all times when outside of the owner's apartment, unless it is in a pet carrier. Small dogs should be held and carried through the building even if on a leash.
- i. Dogs must be walked or curbed off Authority property.
- j. Waste deposited by dogs on Authority property must be disposed of properly. The pet owner must have a utensil such as a "Pooper Scooper" to use to remove any waste as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly, and put in an outside dumpster or garbage receptacle. Such waste may not be deposited in garbage cans, in other trash containers owned by other residents or by private owners of Authority property, or in dumpsters or trash containers placed on Authority property for special purposes, such as, for example, to collect construction-related debris.
- k. *It is the pet owner's responsibility to clean stairwells, elevators, hallways and other common areas to remove any deposits of hair, mud, snow, or animal waste from the pet.*
- l. *No dog may stay alone in a unit overnight. It is the responsibility of the tenant if they have to be away overnight to take the pet elsewhere until they return. If a pet is found alone, it will be removed in accordance with the provisions set forth in Section 10 of the Pet Rider.*

SECTION 14B. CATS

In addition to the other sections of these rules, the following apply specifically to cats:

- a. Cats must be litter-box trained before admission to a resident's apartment.
- b. Proof that the cat has been spayed or neutered must be shown before admission approval.
- c. Cats must wear a collar at all times showing owner's name and address, as well as a cat flea collar.
- d. Proof must be shown before admission and each year by February 15th that the cat has had the proper FVR-CP and rabies and distemper shots. A veterinarian must sign a certification of such shots.
- e. Cats must be on a leash at all times and carried when outside the owner's apartment or carried in a pet carrier.
- f. Cat owners must use a cat litter box, and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag, and placed in an outside dumpster or other garbage receptacle by the cat owner. The litter itself must be disposed of a minimum of twice a week and replaced with new, clean litter. Cat waste and litter are never to be disposed of in the building.
- g. Cats may not be more than 12 inches tall at the shoulders or weigh over 15 pounds.
- h. Cats may not stay alone in an apartment overnight. It is the responsibility of the tenant, if he or she has to be away overnight, to take the pet elsewhere while absent. If a cat is found alone, it will

be removed in accordance with the provisions of Sectionof this Pet Rider.

- i. If a cat deposits waste on Authority property, the pet owner must have a “Pooper Scooper” or other mechanism that will remove any waste from the cat as soon as it is deposited on Authority property. The waste must then be placed in a plastic bag, sealed tightly and put in an outside dumpster. Such waste may not be deposited in garbage cans, in other trash containers owned by other residents or by private owners of Authority property, or in dumpsters or trash containers placed on Authority property for special purposes, such as, for example, to collect construction-related debris.
- j. During a Unit Inspection or maintenance visit, if the owner is present, the cat must be under control at all times. If the owner is not present, the cat must be caged.
- k. In the event the cat deposits hair, mud, snow, water, or animal waste in the building in the hall, stairwell, or elevator, it must be cleaned up immediately by the pet owner.

SECTION 15. PETS FOR ELDERLY RESIDENTS IN SENIOR HIGH-RISES

Any resident owning a pet and living in an HACP Senior High-rise facility is grand fathered under the federal “Pets in Elderly Housing” law. Nonetheless, such owners must comply with the provisions of this Pet Rider.

SECTION 16. ADDITIONAL PROVISIONS

- 1. All lease enforcement and eviction actions taken as a result of this Pet Rider shall comply with the HACP’s Lease and Grievance Procedures.
- 2. Any violation of this Rider shall give rise to all appropriate remedies under the lease, including institution of eviction proceedings. Violations of this provision shall constitute a **material breach** of the lease.

DO NOT SIGN THIS PET RIDER IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING PORTION OF YOUR LEASE.

FAILURE TO COMPLY WITH ALL PROVISIONS OF THE PET RIDER SHALL PLACE THE IN DEFAULT OF THIS RIDER AND THE LEASE, AND MANAGEMENT MAY TERMINATE THE LEASE AND INITIATE EVICTION PROCEEDINGS.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

By _____
Tenant’s Signature

HACP Employee: _____

Witness: _____

--Exhibit A--

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PET REGISTRATION FORM

As of this date, _____ I _____, of apartment _____, am requesting registration of the following type of pet, a _____, named _____ age _____.

My pet's veterinarian is _____ at _____, Phone: _____

VETERINARIAN TO FILL OUT THE FOLLOWING:

This pet has had the following inoculations, as required:

These inoculations are effective until _____.

I am certifying that this pet is in good health and has been spayed or neutered as required by the Pet Rider on _____.

Veterinarian's Signature

Date

As the pet owner, I hereby certify that I have a pet license and it is in effect until _____.
(Copy attached)

As the pet owner, I also have read the Pet Rider and agree to abide by those regulations. My signed Pet Responsibility Card is attached.

Signature

Date

All in order, approved by _____ for HACP on _____

(please include a photo of the pet with this document)

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

PET RESPONSIBILITY FORM

(Must be filled in, signed, and submitted with the Registration Form to Housing Authority of the City of Pittsburgh before the pet can be approved).

As a pet owner residing in a Housing Authority managed building, the following three (3) local persons have agreed, as indicated by their signatures, to accept the responsibility for removal and/or care of my pet, if I become ill or for any reason cannot care for my pet.

I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the

Pet _____ owned by _____
(Name of pet) (Tenant)

In the event the owner is out of town, or for any reason is not able to continue care of the pet or if the pet must be removed from the owner's apartment, I agree to provide such care or to remove the pet and accept responsibility for the care of the pet, if I am called by the owner or the Housing Authority.

a. Name _____

Address _____

Phones: _____ (Home) _____ (Work)

I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the

Pet _____ owned by _____
(Name of pet) (Tenant)

In the event the owner is out of town, or for any reason is not able to continue care of the pet or if the pet must be removed from the owner's apartment, I agree to provide such care or to remove the pet and accept responsibility for the care of the pet, if I am called by the owner or the Housing Authority.

APPENDIX E: ASSISTANCE ANIMAL POLICY

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

Assistance Animal Policy

GENERAL STATEMENT

It is the Housing Authority of the City of Pittsburgh's ("HACP") policy to provide reasonable accommodation in housing for applicants, residents, employees, and members of the public with disabilities as necessary to provide them with an equal opportunity to use and enjoy HACP housing, programs and access to HACP administration. This policy is in furtherance of HACP's overall goal of providing affordable housing to low-income persons regardless of disability and in compliance with applicable federal, state and local law.

As part of its reasonable accommodation policy, HACP allows applicants, employees, and residents and their guests who have disabilities to be accompanied by their service or assistance animals ("assistance animals"). HACP recognizes and agrees that assistance animals are a means to provide a reasonable accommodation for an individual with a disability; however, there must be a relationship between the person's disability and his or her need for the animal. HACP will verify that the individual requesting the assistance animal is a person with a disability, unless otherwise apparent, and that the animal is needed to assist with the disability. As with all other disability-related inquiries, HACP may not ask about the nature or severity of the resident's disability.

Residents with assistance animals are required to comply with any and all applicable federal, state, or local law or ordinance regarding domestic animals that may apply. This includes proof of inoculations, licensing, and any other regulations relating to the safety and control of animals to prevent injury to others. Residents who are permitted to have assistance animals must also complete the "Assistance Animal Responsibility" and "Assistance Animal Registration" forms that accompany this Policy.

WHAT IS AN ASSISTANCE ANIMAL?

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability and are permitted as a reasonable accommodation under Section 504 of the Rehabilitation Act of 1973. As such, they are not considered pets and, thus, are not covered by the HACP Pet Policy and residents will not be required to pay a deposit for an assistance animal. Assistance animals, often referred to as service animals, assistive animals, support animals, or therapy animals, perform many disability-related functions, including but not limited to the following examples:

- Guiding and alerting individuals who are blind or have low vision.
- Guiding and alerting individuals who are deaf or hearing impaired.
- Providing protection or rescue assistance in an emergency or in case of injury to the assisted person.
- Pulling a wheelchair.

- Retrieving items.
- Assisting a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- Providing emotional support to persons with disabilities that have a disability- related need for such support.

ASSISTANCE ANIMAL ACCOMMODATION

HACP's Section Disability Compliance Office will review all requests from applicants and residents with disabilities for reasonable accommodations, including requests for an assistance animal accommodation. If requested, the applicant or resident must provide verification of the claimed disability and need for an assistance animal. The information may come from a health care professional, social worker or other person who has knowledge of the requester's physical or emotional needs and the value to that person of an assistance animal. HACP's Section Disability Compliance Office will respond, in writing, to the request within a reasonable time, but not later than thirty (30) days after HACP receives all of the required information.

Assistance animals may be any type of animal or any breed, size or weight. A reasonable accommodation may involve more than one assistance animal, under certain circumstances.

Deposits and Fees

A deposit is not required for an assistance animal that has been approved by HACP's Section Disability Compliance Office. However, tenants who have an assistance animal may be charged a reasonable amount for general cleaning or repair of damage that is attributable to the animal.

Awareness Training

The Housing Authority of the City of Pittsburgh will ensure that all employees are properly trained in the Assistance Animal Policy, which includes the following rules:

- Assistance animals are permitted to accompany the tenant, applicant, employee or member of the public in all areas of the property.
- HACP employees shall refrain from touching, petting assistance animals or taking hold of leashes or other harness or control mechanisms attached to the animal, except when clearly warranted, since such actions may distract the assistance animals from their duties.
- HACP employees shall not feed assistance animals, since assistance animals may have specific dietary requirements.
- HACP employees shall not deliberately startle or try to get the attention of assistance animals.
- HACP employees shall not separate or attempt to separate tenants or handlers from assistance animals.
- HACP employees shall keep in mind that not all disabilities are visible. It shall be understood that the nature of a person's disability is a private matter, and that one...is not entitled to inquire about details.
- HACP employees shall respond appropriately to inquiries from other people regarding the Assistance Animal Policy's exemption from the HACP Pet Policy.

- Assistance animals are not required to wear any special gear that identifies them as assistance animals such as tags, harnesses, coverings or clothing. Further, assistance animal owners and handlers are not required to carry with them any paperwork documenting the animal as an assistance animal.
- HACP employees shall be aware that the person with the disability or an aide to that person may train the assistance animal and that they are not required to provide any information to HACP employees or other residents, applicants or members of the public about the training or the specific task the animal performs.

ASSISTANCE ANIMAL CARE AND SUPERVISION

- ❑ The resident or handler of the assistance animal is responsible for the care and supervision of the animal.
- ❑ The resident or handler of the assistance animal must retain full control of the assistance animal at all times. This generally means that while the animal is in common areas, it is on a leash or other instrument of control, in a carrier, or otherwise in the direct control of the animal's owner or handler.
- ❑ When in the presence of others, the assistance animal is expected to be well behaved.
- ❑ The resident or handler of the assistance animal is responsible for the proper disposal of animal waste.
- ❑ The resident or handler of the assistance animal may not allow the assistance animal to defecate on any property, public or private, unless the resident or handler of the assistance animal immediately removes the waste and appropriately cleans or sanitizes the area where animal waste was deposited.
- ❑ The resident or handler of the assistance animal must always carry equipment and supplies sufficient to clean up the animal's feces whenever the assistance animal is in the common areas or outside of the residents unit.
- ❑ The resident or handler of the assistance animal must properly dispose of waste and litter caused by or due to the animal.

REFUSAL TO PERMIT ACCOMMODATION FOR ASSISTANCE ANIMALS

HACP will NOT permit a resident with a disability to use and live with an assistance animal if at least one of the following conditions exists:

- ❑ There is reliable and objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- ❑ There is reliable and objective evidence that the animal has caused or, in all reasonable likelihood, would cause substantial physical damage to HACP property or to the property of others;
- ❑ The presence of the assistance animal would pose an undue financial and administrative burden on HACP; or
- ❑ The presence of the assistance animal would fundamentally alter the nature of the HACP's duty to provide safe and well-maintained housing accommodation for its residents.

REMOVAL OF AN ASSISTANCE ANIMAL/EVICTION OF TENANT

If an assistance animal becomes unruly or disruptive (jumping on persons, nipping, biting or exhibiting other threatening or harmful behavior, without appearing to be acting in the assistance of its owner), the HACP may ask the resident to remove the animal from the immediate area or, if required because of the nature of the animal's behavior, to remove it from the residence altogether. If it is not necessary to remove the animal from the residence, but the animal's unruly or disruptive behavior occurs again, without provocation, the HACP may take any reasonable actions necessary to protect other residents, HACP staff, or visitors to the community including, but not limited to, removal of the animal from the premises.

Repeated violations of these rules by the resident may be reason for the resident's eviction from the property.

Off-limit Areas to Assistance Animals

Assistance animals are not to be tied outside or left unattended on a patio, deck, porch, hallway, backyard, or on grounds or common areas used by other residents and the community.

Grievance Procedure

If a resident is denied an assistance animal, asked that it be removed, or faces any other adverse action in relation to his or her assistance animal, he or she may file a request for an informal hearing or a grievance hearing within 14 days of the adverse action.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

ASSISTANCE ANIMAL RESPONSIBILITY FORM

(Must be filled in, signed, and submitted with the Registration Form to Housing Authority of the City of Pittsburgh at the time of Request for a Reasonable Accommodation).

As an owner of an assistance animal residing in a Housing Authority managed building, the following three (3) local persons have agreed, as indicated by their signatures, to accept the responsibility for removal and/or care of my assistance animal, if I become ill or for any reason cannot care for my assistance animal.

1. Name _____

Address _____

Phones: _____ (Home) _____ (Work)

2. Name _____

Address _____

Phones: _____ (Home) _____ (Work)

3. Name _____

Address _____

Phones: _____ (Home) _____ (Work)

The above named individuals have agreed to take care of my assistance animal should I be absent from my apartment for an extended period of time. I agree that, if the above individuals cannot be contacted or do not agree to take care of my assistance animal, the Housing Authority of the City of Pittsburgh may contact an animal shelter or kennel to care for my assistance animal and that I will be responsible for all charges for such care.

Owner

Date

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH

ASSISTANCE ANIMAL REGISTRATION FORM

As of this date, _____ I _____, of apartment _____, am requesting registration of the following type of assistance animal, a _____, named _____ age _____.

My assistance animal's veterinarian is _____ at _____ (company),
Phone: _____

VETERINARIAN TO FILL OUT THE FOLLOWING:

This animal has had the following inoculations, as required:

These inoculations are effective until _____.

I am certifying that this animal is in good health.

Veterinarian's Signature

Date

As the assistance animal owner, I hereby certify that I have an applicable license for this type of animal and it is in effect until _____. (Copy attached)

As the assistance animal owner, I also have read the Assistance Animal Policy and agree to abide by that Policy. My signed Assistance Animal Responsibility Card is attached.

Signature

Date

All in order, approved by _____ for HACP on _____

APPENDIX F: PAYMENT PLAN

P A Y M E N T P L A N P R O C E S S

Payment Plans are to be set up as a result of Rent arrears, back charge, and owing balance from Maintenance work. In addition, a Grievance hearing decision may require the set-up of a specified plan. The Cost of court alone, may not be set up as a plan, but permitted as a part of the entire owing balance. Please follow the steps as outlined below.

WHO IS ELIGIBLE:

All who owe the authority a balance, as a result of unpaid rent, back charge or maintenance charge.

Anyone who has successfully completed his or her first plan is eligible, after six months.

Anyone that has NOT defaulted on his or her previous plan.

Anyone that is past due, at least one month.

Anyone who has been assigned a payment plan as the result of a grievance hearing decision.

WHO IS NOT ELIGIBLE:

Evictions for Non Rent issues are Not Eligible because satisfying the balance issue may not abate the action for the social eviction. The tenant could misconstrue the plan as a remedy to stop the eviction action.

Those that have defaulted on a plan for repayment.

Those people in Bankruptcy are not eligible. They have an existing plan with his or her trustee.

All Bankruptcy person should be referred to the Legal department or to his or her own court trustee to amend his or her plan.

Recording of the Payment Plan

The Legal department should be immediately notified that tenant has agreed to a rent repayment agreement and that all action should be halted.

The hard copy of the plan should be kept in the social portion of the tenant file folder. A copy will be forwarded to the Property Management Department, Assistant Director.

When sorting for posting, and upon review of the Aged Receivable report, the manager can ascertain whether or not the plan is being kept per written agreement. If this account is discovered in default; The remaining balance of the plan is now due and should be included as the amount due on your notice. Items to work from.

Extra Charges Screen

- Once you have determined what the payment should be and that it meets the Requirements for length of plan. (See criteria). You may set it up in the extra charges screen. You can do this by simply going to extra charges from the tenants record and F5 for set up
- Select the proper bill code for **rent repayment 006**.
- List the amount of payment per month beside the description.
- List the **Start date/ End date**, (system start date is for the following month)
- List Balance (total amount of rent repayment) going into the plan. / And mark **yes** to discontinue after plan has completed.

Request for Adjustment Form

- Reading from the tenant receipt screen, list the amounts to be removed and placed into a payment plan. ***Print and attach a ledger.***
- Write a clear accurate description of the reason for the payment plan.

Payment Plan Agreement

Tenant should sign off on this agreement. Failure to adhere to the plan will be grounds to restart for non-payment. If judgment has been received already, you may simply need to file for possession. Plans should be monitored closely each month from your Aged Receivables.

Criteria for length of Plan.

- Rent Arrears 6 payments (this includes maintenance charges) (i.e. Lump sum then 5 payments in the system)
- Back charge or very large maintenance charge 12 payments (Lump sum then 11 payments in the system)

Example: Date is February 2004

- Tenant has an adjusted monthly income of \$1000.00 per month
- Pays \$300 a month in rent
- Referred for eviction, owes for two months now and cost.
- Balance now \$ 695.00 (owed balance on plan)
- Lump sum requested (same month) \$175

- Balance to place in system \$520.00 (5) payments
- Payment of \$ 104.00 a month

▪ The amount of the lump sum will be such that the remaining monthly portions do not exceed to the monthly TTP for the tenant.

APPENDIX G: RESIDENT FENCE POLICY

RESIDENT FENCE POLICY

1. **Introduction.** This Resident Fence Policy outlines procedure and policy for HACP residents to request, to build and to maintain fence(s) on HACP property. The following policy incorporates City of Pittsburgh Ordinance, the Uniform Physical Conditions Standards (UPCS) requirements, as well as, comments from HACP residents and Tenant Council Officers.
2. **Existing fences (as of February 2002).** Any and all fence(s) built prior to the establishment of this policy must be brought into conformity with paragraphs 3(a), (b), (c), (d) and (e) below, within ninety (90) days of the date of this policy. Failure to bring such fence(s) into conformity within the specified timeframe will result in the removal of the fence(s) by the HACP.
3. **Request to build fence.** All residents who desire to have a fence(s) built at their unit must complete the attached “Request to Build Fence(s) on HACP Property” form. The form should be submitted to the Property Manager at least thirty (30) calendar days in advance of the desired date to begin construction of the fence(s). This will allow HACP staff to obtain a copy of the property plot plan. Residents should not make any commitments to a company and/or individual contractor to begin constructing a fence(s) until (a) their request has been approved by the HACP, (b) all City of Pittsburgh ordinance requirements have been met, and (c) the required fees are paid in full. This includes, but is not limited to, obtaining the required occupancy permit.
4. **Fence construction requirements.** The following specifications are for fence(s) to be constructed in the front and/or back of HACP property. Construction of fence(s) in two- and three-story buildings will not be permitted.
 - (a) A City of Pittsburgh occupancy permit must be obtained from the Zoning & Permit Office, located at 200 Ross Street, 3rd Floor, before the fence(s) can be built. The cost of the permit is determined by the City of Pittsburgh;
 - (b) HACP will provide the resident with a copy of the property plot plan needed to obtain an occupancy permit from the City of Pittsburgh;
 - (c) Front yard fences shall be no more than four (4) feet tall, and must have open panels with equal spaces between slats and openings;
 - (d) Back yard fences shall be no more than four (4) feet tall, and must have open panels with equal spaces between slats and openings;
 - (e) The resident is responsible for all costs of the construction of fence(s) in the front and/or back yards of the unit.¹
5. **Maintenance of fences.** It is the responsibility of the resident to maintain all fence(s) on his/her unit in accordance with HUD’s Uniform Physical Conditions Standard (UPCS) requirements. Fence(s) and gate(s) will be kept free of rust, rot, and holes and will have no missing sections or slats and shall not be leaning in any direction. Additionally, all fence(s) must not be rusted, deteriorated, or uprooted in such a way that threatens the security, health or safety of others. Missing sections or holes larger than six (6) inches are in violation of UPCS requirements and must be immediately repaired. Failure to repair any deficiency or violation within ten (10) calendar days of written notification will result in the fence(s) being removed by the HACP, unless a written agreement authorizing more time has been entered into between the resident and the property manager. The property manager shall have discretion to consent to extend the timeframe for the resident to make necessary repairs. The property manager shall not unreasonably withhold such consent. The HACP Maintenance Department is not responsible for supplying labor and/or material for the construction, alteration, maintenance or repair of fence(s).



REQUEST TO BUILD FENCE ON HACP PROPERTY

Resident Name (Print): _____ Request Date: _____

Location of property:

(Street Address)

Location to build fence: Front of Property Back of Property

Description of Proposed Fence:

I have received a copy of the HACP Resident Fence Policy and hereby agree to its terms and conditions, if approved.

Head of Household Signature

Date

Head of Household Signature

Date



_____ Approved

_____ Disapproved

HACP Official

Date

cc: Resident file
Maintenance file

APPENDIX H: SATELLITE DISH INSTALLATION POLICY

SATELLITE DISH INSTALLATION POLICY

A. INTRODUCTION

The Housing Authority of the City of Pittsburgh (“Authority”) is aware of the demand for satellite broadcast television service among some of the residents. Service of this type usually requires the installation of a satellite dish antenna. The Authority may permit the installation of satellite dish antennas for the tenants under the standards set forth in the Code of Federal Regulations, Title 47, Part 1.4000. The intent of this policy is to inform residents of the Authority’s Policy Guidelines for the installation of the required satellite dish antenna.

B. GENERAL REQUIREMENTS

Residents who wish to receive satellite broadcast services must submit a written request to the Authority through the Site Manager for permission to install a satellite dish antenna. Permission to install a satellite dish antenna will be granted, or not, in accordance with this Policy. The Authority will permit the installation of a satellite dish antenna on Authority property so long as the installation follows the Authority’s approved Satellite Installation Guidelines (“Guidelines”) and as long as an installer performs the installation employed by or under contract to the company, which provides the satellite, broadcast service (“professional installer”). **Under no circumstances may a satellite dish antenna be attached to Authority property in a manner different from that set forth in the Authority’s Guidelines.**

A household is permitted to have one satellite dish antenna. Only one cable from the installed antenna into the Unit will be permitted.

C. PROCEDURAL REQUIREMENTS

All requests for permission for installation of a satellite dish antenna must meet the following criteria:

- a. All requests for the installation of a satellite dish antenna must be in writing on the form available from the office of the Site Manager;
- b. The resident requesting the installation of the satellite dish antenna must be named as Head of Household on the lease for the affected unit;
- c. Prior to signing a contract for satellite service, the resident must notify the Property or Site Manager and request, in writing, permission to install the satellite dish antenna; and
- d. Upon receipt of written permission from the Site Manager, the resident must notify the provider/installer to contact the Property Manager concerning the Authority-approved Installation Guidelines and for authorization to install the satellite dish antenna.

The Authority will not grant permission for installation of a satellite dish antenna having a diameter greater than one meter.

Any satellite dish antenna installation, which does not conform to this Policy, **including those satellite dish antennas installed before this Policy went into effect**, must be removed and reinstalled according to the Guidelines at the resident's expense.

Section 8, subsection O of the Lease contains the agreement of the resident concerning damage to any part of the Premises caused by a Covered Person as that term is defined in Section 2 of the lease. The resident is liable for any and all damage to Authority-owned property caused by the unauthorized or improper installation of a satellite dish antenna. The resident is responsible for the cost of removal and/or reinstallation of an unauthorized satellite dish antenna. An unauthorized satellite dish antenna is one which: (a) was installed prior to the implementation of this Policy; (b) without obtaining the permission of the Authority; and/or (c) improperly installed.

Residents must arrange for the removal of satellite equipment installed without proper Authorization within thirty (30) days of notification by the Authority. Failure to remove unauthorized equipment in a timely fashion may result in a reasonable charge to the resident each month until the unauthorized equipment is removed. The Authority also reserves the right to pursue any and all available legal remedies against residents who have unauthorized satellite dishes.

Upon termination of the resident's tenancy for any reason, the resident is responsible for the removal or for the cost of removal of the satellite dish antenna. The resident must arrange for removal of the satellite dish antenna by a professional installer. Removal of the dish antenna by the professional installer must include restoring the point of entry of the satellite dish antenna cable to its previous condition. The resident will be held liable for any and all damage to Authority-owned property resulting from the removal of the satellite dish antenna.

In the event the service provider terminates the service for any reason and undertakes to remove the satellite dish antenna, the resident will be held liable for any and all damage to Authority-owned property resulting from the removal of the satellite dish antenna.

APPENDIX I: RENTAL LEASE AGREEMENT

Rental Lease Agreement

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH RESIDENTIAL LEASE AGREEMENT

COMMUNITY _____ UNIT # _____
STREET ADDRESS _____
TENANT'S VEHICLE MAKE, MODEL AND LICENSE _____

This LEASE AGREEMENT ("Lease") is entered into this ____ day of ____ 20 ____ (the "Effective Date") by and between the Housing Authority of the City of Pittsburgh ("HACP") and _____ (Tenant"). The parties to this Lease, intending to be legally bound, agree to the following:

1. UNIT AND PREMISES AND HOUSEHOLD

- A. Subject to the terms and conditions of this Lease and in consideration of the rent and other charges under this Lease to be paid by Tenant, HACP leases to Tenant a [Bedroom Unit _____ Efficiency Unit] located at the above address, for use only as a private residence ("Unit" as defined in Section 2 of this Lease). HACP shall provide a stove and refrigerator in the Unit for Tenant's use.
- B. The Unit [does ____ does not] contain features which make the Unit accessible to persons with disabilities.

Accessible Features: Tenant has represented to HACP that one or more family members with disabilities need the following accessible features and HACP has verified this need:

- | | |
|--------------------------------|-----------------------------------|
| _____ a separate bedroom | _____ unit for hearing-impaired |
| _____ a barrier-free apartment | _____ bedroom/bath on first floor |
| _____ one-level unit | _____ other: _____ |
| _____ unit for vision-impaired | _____ |
| _____ wheelchair accessibility | |

- C. The Unit, as defined below in Section 2 of this Lease, is for the exclusive use and continuous occupancy by Tenant and member(s) of Tenant's Household listed below:

Names	Relationship	S.S.#	Birth Date	M/F
-------	--------------	-------	------------	-----

- D. Only Tenant and members of Tenant's Household, as Household is defined below in Section 2 of this Lease, as of the Effective Date are to use the Unit as a principal and permanent residence. The Tenant must obtain HACP's written permission to add any additional person(s) to the Lease. For new additions to the Household, age 18 and older, with the exception of live-in aides, such approval will be granted only if the new additions meet HACP's applicant screening criteria as set forth in HACP's Admissions and Continued Occupancy Policy, and the Unit is of the appropriate size. With regard to live-in aides, such persons are subject to a criminal background check prior to approval. Tenant is obligated to report any change in Family composition including, but not limited to, death of a Household member, natural birth, adoption, or court award of custody to the Site Manager's Office within five (5) business days of such change. **Failure to provide such notice to HACP shall be a serious and material breach of this Lease and may subject Tenant to legal action up to and including eviction.**

2. DEFINITIONS.

The terms defined in this Section shall, for all purposes of this Lease, have the following meanings:

- A. **Annual Re-determination Date:** see "Effective Date."
- B. **Common Areas:** those areas in a housing community which may be used by all Covered Persons, as defined below, except for restrictions imposed by HACP and which remain under the control and the responsibility of HACP.
- C. **Covered Person:** means Tenant, any member of Tenant's **Household**, a **Guest** or **Other Person under the Tenant's Control**, as these terms are respectively defined below.
- D. **HACP Community:** Any public housing complex operated or funded by the Housing Authority of the City of Pittsburgh, including, but not limited to the administrative offices, maintenance facilities and housing complexes both operated and managed directly by HACP and the complexes which receive funding from HACP.
- E. **Drug:** means a controlled substance as defined in 21 U.S.C. §802 and listed in 21 U.S.C §812 and includes, **but is not limited to**, for example, marijuana, heroin, cocaine (in powder or rock form), and methamphetamine.
- F. **Drug-related Criminal Activity:** means the illegal manufacture, sale, distribution, or use of a **Drug**, or the possession of a **Drug** with the intent to manufacture, sell, distribute, or use the **Drug**.
- G. **Effective Date:** date Lease is executed; date also used to calculate when Re-determination must be completed by Tenant.
- H. **Family:** means a parent or parents with children; or a group of persons related by blood, affinity, or law; or a group of persons living together; or an individual.
- I. **Guest:** means a person temporarily living in the Unit with the consent of the Tenant or other **member of the Household** who has express or implied authority to consent on behalf of Tenant.
- J. **Household:** means the Family and an HACP-approved live-in aide, if applicable.

- K. **Immediate Vicinity:** means anywhere in the City of Pittsburgh or within 2 miles of the occupied unit.
- L. **Other Person under the Tenant's Control:** means a person, although not living as a Guest in the Unit, who is, or was at the time of the activity in question, on the **Premises**, as defined below, because of an invitation from Tenant or another **member of the Household** who has express or implied authority to consent on behalf of Tenant. Absent evidence to the contrary, a person temporarily and infrequently in the Unit or on the **Premises** solely for legitimate commercial purposes is not under **the Tenant's control**.
- M. **Premises:** means the building, or complex, or development in which the Unit, as defined below, is located, including **Common Areas** and grounds.
- N. **Person with a Disability:** means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment.
- O. **Reasonable Accommodation:** means any reasonable modification to HACP practices, procedures, and/or facilities intended to ensure that persons with disabilities are provided access to suitable and appropriate public housing and public housing programs.
- P. **Re-determination:** means the submission of information regarding Family composition and income which enables HACP to determine Tenant's eligibility, rent, and the appropriateness of dwelling size.
- Q. **Violent Criminal Activity:** means any criminal activity that involves the use, attempted use, or threatened use of physical force causing, or reasonably likely to cause any offensive bodily contact or property damage.
- R. **Unit:** means the dwelling space intended for the exclusive use of and occupation by the **Household**. The Unit shall include any steps, porch, hallway, lawn, or yard adjacent to and reasonably considered to be part of the dwelling space.
- S. **Utility Allowance:** means a credit provided by HACP each month for each individually-metered Tenant-purchased utility and which is subtracted from the gross monthly rent.

3. LEASE TERM

The Effective Date shall be the date on which this Lease is first signed. First month's rent and security deposit are due at the signing of this Lease. The term of this Lease shall be for one (1) year and it shall begin on the ____ day of _____, 20 ____ and shall terminate at midnight on the ____ day of _____, 20 ____ (the "Termination Date"); **provided, however, that in the absence of a notice to terminate by HACP, as provided for herein, this Lease will automatically be renewed on a month to month basis. In the event that the Effective Date occurs after the first day of the month, the first month's rent will be pro-rated. In the event HACP determines that this lease has been breached, HACP may choose to decline to renew your lease upon expiration in addition to or exclusive of any remedy HACP may seek or has previously sought.**

4. RENT

- A. Rent shall be calculated as required by law. Tenant agrees to pay monthly rent in the amount of \$ _____ unless adjusted by HACP in accordance with Section 8 of this Lease. All adjustments in the amount of the rent shall be determined by HACP in compliance with HUD regulations. In the event Tenant fails to participate in Re-determination by Tenant's Annual Re-determination Date in accordance with Section 8 of this Lease, **TENANT WILL BE CONSIDERED TO HAVE COMMITTED A MATERIAL BREACH OF THE LEASE AND HACP MAY PURSUE ALL LEGAL REMEDIES UP TO AND INCLUDING LEASE TERMINATION.**

RENT SHALL BE PAID DIRECTLY TO THE PNC LOCK-BOX OR OTHER AGENT FOR RECEIVING RENT (such as electronic payment), AS HACP SHALL DESIGNATE FROM TIME TO TIME, WITHOUT DEMAND, ON THE FIRST (1st) DAY OF EACH MONTH. HACP permits a grace period to the fifth (5th) of the month to allow for payment processing. An administrative fee will be assessed if the full balance is not posted on the resident's account by the fifth (5th) of the month.

Rent will be considered delinquent if paid after the fifth (5th) day of the month. **HACP will not accept rent payments or payments for other charges at its site management offices. Tenant is obligated to pay rent and any additional charges assessed by HACP in full to the lock-box, even if Tenant has been served with a lease termination/vacate notice as provided for below.**

Rent and other charges must be paid either by money order, personal check or electronically. Under no circumstances should cash be mailed to the lock-box.

- B. If HACP, by its Agent, does not receive the rent by 5:00 PM on the fifth (5th) day of the month, a \$15.00 administrative fee ("Administrative Fee") shall be charged for each month that the rent and other fees and charges are due and not paid in full by the fifth (5th) day of that month. HACP is not responsible for delays in delivery or processing of payments.

INITIAL _____

- C. A fee of \$25.00 shall be charged for all rent checks dishonored by Tenant's bank. In addition, in the event a rent check is dishonored and full payment is received after 5:00 PM on the fifth (5th) of the month, HACP will also charge a \$15.00 Administrative Fee to the Tenant's account.

INITIAL _____

- D. To enforce this Lease, HACP may recover reasonable court costs, attorney costs, fees and other normal and customary costs of collection including, but not limited to, collection agency fees in the amount of 14.9% of the outstanding balance.

INITIAL _____

E. Minimum Rent

1. Per terms of this Lease, HACP has in effect a minimum rent for all Tenants in the amount of \$150.00 per month and is subject to increase during successive terms of this Lease as allowed by law.
2. HACP may grant exemptions to the \$150.00 minimum rent standard. If an exemption is granted, the Tenant's rent will be calculated based upon the Brooke Method (30% of the household's gross annual income) or based on flat rent. At a minimum, all tenants will be required to pay \$25.00 per month rent.
3. HACP shall grant exemptions to this standard in the following instances:
 - A. Tenant is a participant in an economic Self-Sufficiency/FSS program; or
 - B. Tenant is 62 years or older; or
 - C. Tenant is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that, because of this disability, he or she is unable to participate in the economic self-sufficiency/FSS program, or
 - D. Tenant is engaged in work activities at a minimum of 15 hours per week at minimum wage; or
 - E. Tenant meets the requirements for being exempted from having to engage in a work activity under a Pennsylvania 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 of Pennsylvania, including the State-administered welfare-to-work program; or
 - F. Tenant is a member of a Family receiving assistance benefits or services under the Pennsylvania 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 of Pennsylvania, and has not been found by the state or other administering entity to be in noncompliance with such a program.
4. **Hardship Exemption.** HACP may grant a Hardship Exemption from rent, including the \$25.00 per month minimum required of those exempted from the \$150.00 minimum rent, under the following circumstances:
 - a. When the family is awaiting an eligibility determination for a government assistance program;
 - b. When the income of the family has decreased because of loss of employment;
 - c. When a death has occurred in the family; and
 - d. When other such circumstances occur that place the family in dire financial straits such that they are in danger of losing housing. Such other circumstances will be considered and a determination made by HACP.

When a family requests a hardship exemption, HACP will determine if the hardship is temporary or long-term. If the hardship is verified to be temporary (less than 90 days), HACP will reinstate the prior rent amount when the hardship ceases, and offer the family a reasonable repayment agreement in accordance with the HACP Repayment Policy for the period the rent was suspended. Failure to comply with a reasonable Repayment Agreement under these circumstances may result in eviction.

If the hardship is verified to be long-term (lasting more than 90 days), minimum rent will be suspended until the hardship ceases. Members of the family who are of working age and are not age 62 or older, and are not blind or otherwise disabled, may be required to participate in the Family Self-Sufficiency Program in order to qualify for rent suspension. Although a family may not be evicted for failing to pay minimum rent while the hardship is occurring, families who are required to participate in a Family Self-Sufficiency Program may be evicted for failure to actively participate and maintain good standing with the FSS program during that time period.

If the Housing Authority determines there is no qualifying financial hardship, prior rent will be reinstated back to the time of suspension. The family may use the formal and/or informal grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

5. SECURITY DEPOSIT

- A.** To secure Tenant's faithful performance of all terms of this Lease, Tenant shall deposit with HACP, at the time of the signing of the Lease, a security deposit in the amount of \$99.00 or such other amount in effect on the Effective Date of this Lease (the "Security Deposit"). Tenants who have paid a lesser amount to HACP under a previous lease are considered to have fully met this obligation.
- B.** The Security Deposit may be used to reimburse HACP for the cost of repairing, in whole or in part, any damages to the Unit or Premises caused by the intentional or negligent conduct of any Covered Person or to cover any unpaid rent owed to HACP at the time of Lease termination.
- C.** The Security Deposit shall not be used to cover unpaid rent or other charges while Tenant continues to occupy the Unit.
- D.** At the time of termination of this Lease, HACP shall return the Security Deposit, less any portions used to repair damage to the Unit and/or Premises caused by Tenant and/or other Covered Persons beyond normal wear and tear and/or other such charges, to the Tenant or representative of the Tenant's estate within thirty (30) days of HACP having written notice or notice in an alternative format of the vacancy. HACP will also provide a written

statement or information in an alternative format of any damages and/or other such charges for which any portion or all of the Security Deposit was utilized in accordance with Pennsylvania law as long as the former Tenant or representative of Tenant's estate has provided HACP with a forwarding address in writing.

- E. Notwithstanding the foregoing, the Tenant shall not be entitled to a refund of the Security Deposit if Tenant voluntarily vacates the Unit without giving HACP the thirty (30) day written notice or a thirty (30) day notice in an alternative format of intent to move required by Section 9Z below.

6. UTILITIES

- A. HACP shall supply those utilities as indicated by an ("x"):

electricity gas water heat.

Tenant will pay for all other utilities, related deposits, and charges on Tenant's utility bills. **It shall be a material breach of this Lease for Tenant to fail to pay any utility bills for which Tenant is responsible under this Lease.** Terminated utility service due to non-payment will be considered a material breach of the lease.

- B. In communities having individual company-read utility meters, HACP will provide a Utility Allowance based on size and type of Unit occupied. In such communities, Tenant will be responsible for paying his/her utility bill directly to the utility company and is required to establish the accounts in Tenant's name prior to move-in. All utility accounts must remain in good standing throughout the term of Tenant's occupancy. Failure of the Tenant to maintain utilities is considered a material breach of the Lease.
- C. HACP reserves the right to pay the Utility Allowance directly to the utility company. The Utility Allowance may be changed from time to time by HACP and such changes will become part of this Lease. A copy of any revised Utility Allowance schedule will be posted in all site management offices.

Utilities shall be used only for normal household purposes. In the event that HACP deems Tenant's utility usage excessive, Tenant will be required to reimburse HACP any monies paid by HACP for Tenant's usage above that which is deemed reasonable unless the Tenant has an approved reasonable accommodation for utility consumption. The reimbursement shall be paid with the monthly rent.

- D. When HACP pays the utility bills, Tenants that have non-standard appliances such as freezers or other heavy users of electricity or gas may be assessed additional rent to cover the cost of such appliances.

- 1. **Charges for Excess Appliances** (Not applicable to tenants who pay utilities directly to utility supplier.) Charges for excess appliances are due per the following:

Air Conditioners: (Window mounted air conditioning units are not permitted in any community with central air conditioning provided). An additional charge of

\$ _____ per month will be payable for air conditioners in the premises **for each month of occupancy.**

Other Appliances: If checked below, an additional charge of \$ _____ per month for each month of occupancy for each excess appliance on the premises.

- | | |
|---|--|
| <input type="checkbox"/> Freezer, type | <input type="checkbox"/> Extra Refrigerator |
| <input type="checkbox"/> Automatic Dishwasher | <input type="checkbox"/> Clothes Washer |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Clothes Dryer (gas or electric) |

7. MAINTENANCE AND REPAIRS

- A. Tenants must request maintenance service by telephoning the maintenance number during non-business hours. Emergency repairs may be requested by telephoning the emergency service number. In the event that the emergency service number changes, HACP shall notify all Tenants in writing or alternative requested format of the correct telephone number.

INITIAL _____

- B. Tenant shall pay reasonable charges, including reasonable labor and material charges, for the repair of damage beyond normal wear and tear to the Premises, Unit or to appliances provided by HACP that is negligently or intentionally caused by any Covered Person. Repair and labor charges shall be established in the *Schedule of Tenant Charges* maintained in HACP site management offices. The *Schedule of Tenant Charges* is the list that shows the costs of labor and specific repairs. This list is non- inclusive.

INITIAL _____

- C. Charges will be assessed to Tenant to pay for damage caused by fire, smoke, and other related causes to the Premises that are a direct result of intentional or negligent conduct on the part of any Covered Person as determined by the City of Pittsburgh Fire Department. Such conduct may be considered a material breach of the Lease.

INITIAL _____

8. REDETERMINATION OF ELIGIBILITY, RENT, OR DWELLING SIZE

- A. Annual Re-determination: Tenant is obligated to participate in a Re-determination of Family composition and income. FAILURE TO COMPLETE ALL ANNUAL REDETERMINATION REQUIREMENTS THIRTY (30) DAYS PRIOR TO THE ANNUAL “EFFECTIVE DATE” WILL RESULT IN AN INCREASE OF RENT TO THE MARKET RATE AND WILL ALSO BE A MATERIAL BREACH OF THE LEASE AND HACP MAY PURSUE ALL LEGAL REMEDIES UP TO AND INCLUDING LEASE TERMINATION AGAINST THE TENANT.**

At the time of the Re-determination interview, **all members of the Household 18 years old or older must report to the site management office to sign and date a release of information form and any other documents required to finalize the Re-determination. Household members with a disability may request alternative arrangements.**

Tenant is required to provide complete and accurate information necessary for HACP to determine Tenant’s eligibility for continued occupancy, whether the rent shall be the same, and the appropriateness of the dwelling size in accordance with HACP’s *Admissions and Continued Occupancy Policies* (“ACOP”). The ACOP contains eligibility requirements for admission to public housing and requirements for continued occupancy. The ACOP is available to Tenants and is on file at HACP site management offices.

INITIAL _____

B. Interim Rent **REDETERMINATION.**

1. The Tenant agrees to notify HACP within ten (10) business days in writing or alternative format of changes in income as described below.
2. **Increases in income and rent.** Between annual rent Re-determinations, the Tenant’s rent may be increased if:
 - A. There is a change in the income of the Tenant;
 - B. A person with income joins the Household;
 - C. There is a revision in the Federal regulations that alters the applicable definition of income or allowable deductions or exemptions; or
 - D. It is found that the Tenant has misrepresented or failed to report to HACP the facts upon which his/her rent is based so that the rent the Tenant is paying is less than it should be.
3. Changes in income: An increase or decrease in income between annual Re-

- determinations must be reported for determination of a rent increase/decrease.
4. A Tenant who evidences a pattern of taking work to obtain the deferral of income and quitting work to avoid being employed at the next regular Re-determination will be considered to be misrepresenting the facts and subject to retroactive rent increases. A Tenant who receives the deferral will be asked to document start and ending dates of employment and his/her reason for leaving work.
 5. **Decreases in income and rent.** Between annual Re-determinations, the Tenant's rent may be decreased due to loss of income, change in Household composition, changes in allowable deductions or exemptions from income, or changes in the Federal regulations that alter the applicable definition of income or allowable deductions.
 6. The Tenant agrees to fully cooperate with HACP's annual rent Re-determination conducted on the Tenant's Annual Re-determination Date. At least once a year at a time designated by HACP, or more often if requested, the Tenant will submit on forms provided by HACP, signed statements setting forth the current facts as to Family income, employment, deductions from income, and Household size with such verification as may be required. Providing fraudulent information is grounds for termination of tenancy.
 7. **Effective dates of changes in rent:** Any change in rent, either an increase or decrease, shall be made effective by the notice described in paragraph 18.A of this Lease. Rent changes are effective as follows:
 - A. Increases in rent shall become effective on the first (1st) day of the second (2nd) month following the occurrence; which necessitated the increase.
 - B. Rent decreases shall become effective on the first (1st) day of the month following the date on which the Tenant reported to HACP the change occasioning the decrease. The Tenant agrees to be bound by any rent change determined by HACP to be necessary by application of this section.
 8. Where the Tenant mistakenly misrepresents or fails to submit to HACP any facts used in determination of rent, HACP may charge and collect as rent the difference between the rent actually paid and the rent that would be due had the proper information been submitted by the Tenant. This paragraph in no way limits HACP's remedies under this Lease should it be determined that the Tenant has committed fraud.
 9. In connection with any rent adjustment due to an annual or interim Re-determination, the Tenant may ask for an explanation stating the specific grounds of HACP's determination concerning rent, Unit size or eligibility. If the Tenant does not agree with the determination, the Tenant shall have the right to request a

hearing under HACP's Grievance Procedures.

10. FAILURE TO REPORT ALL HOUSEHOLD INCOME UNDER THIS LEASE OR PRIOR LEASES SHALL BE A MATERIAL BREACH OF THIS LEASE AND SHALL BE CAUSE FOR TERMINATION OF THIS LEASE. ANY CALCULATED BACKCHARGES WILL BE DUE IMMEDIATELY AND MAY EXPOSE TENANT TO CRIMINAL CHARGES FOR FRAUD.

INITIAL _____

9. ADDITIONAL TENANT OBLIGATIONS

As with the failure to comply with other Tenant obligations under this Lease, the failure to comply with any provision contained in this section shall be considered a material breach of the Lease and cause for eviction. **Tenant agrees:**

10. To make payments due under the Lease and/or any Addendum by the first (1st) of the month.

11. To use the Unit exclusively and continuously as a private dwelling for Tenant and member(s) of the Tenant's Household as named in Section 1(C) of this Lease during the Lease Term and not to use and/or permit the use of the Unit for any other purpose including, but not limited to, profit-making activities, without prior written consent from HACP. Tenant is obligated to report any additions or absence of family members within 10 days of such addition or absence. Any absence of a person from the household for more than 30 days must be reported to the manager. Examples include, but are not limited to birth, custody via court order, death, imprisonment, etc.

INITIAL _____

12. Tenant agrees not to knowingly invite persons known to be on HACP's "No Trespass/Exclusion List" onto any HACP property including into their Unit and to report any excluded person to security or law enforcement. (See Section 12 of this document).

INITIAL _____

13. Tenant shall never sublease, transfer, or assign Unit to any other person.

INITIAL _____

14. Tenant shall not provide meals and/or sleeping accommodations in the Unit to non-Household members for money or any other thing of value.

INITIAL _____

15. That the exclusive use and occupancy of the dwelling Unit shall include accommodations of the Tenant's Guest or visitors for no more than fourteen (14) consecutive days and no more than 60 total days in a one year period for any individual guest. The Tenant shall, within two (2) business days, give written notice or notice in an alternative format to the site manager of any person who stays for more than five (5) days in the Unit. The notice shall include the name, address, and vehicle identification of a person who stays five (5) working days or more. The Tenant may make special arrangements with the site manager for an extended stay of guest when allowing another non-Tenant adult to care for the Tenant's children or due to other extenuating circumstances. The Tenant is responsible for the conduct of all Guests and visitors.

INITIAL _____

16. To abide by such necessary and reasonable rules and regulations promulgated by HACP for the benefit and well-being of the housing community and its Tenants. Tenant acknowledges that he/she has received notice that a copy of the rules and regulations, known as the Admissions and Continued Occupancy Policy (ACOP) of HACP is available in any Management office, in the Occupancy Department, on the HACP website, www.HACP.org or by request.

INITIAL _____

17. To comply with all obligations imposed upon Covered Persons by applicable provisions of City, State and Federal building and housing codes materially affecting health and safety.

INITIAL _____

18. To register all vehicles owned and operated by members of Tenant's Household with the HACP site manager's office. In addition, Tenants are not to keep or maintain on the Premises any inoperable vehicle, or a vehicle without a valid and current registration, license plate, and inspection sticker.

A. Visitors, Guests, and Other Persons under the Tenant's Control shall comply with all HACP parking and vehicle rules. Tenant will direct their visitors, Guests, and Other Persons under the Tenant's Control to follow the parking rules and will assist HACP in enforcing the parking and vehicle rules.

INITIAL _____

B. Failure to comply with any of the above rules governing parking shall be a material violation of the Lease and shall result in the issuance of a violation. Neither HACP, its employees, nor agents are responsible for any vehicle damage resulting from the towing of vehicles.

INITIAL _____

19. To maintain the Unit, hallways, Common Areas, and the appliances assigned to Tenant for Tenant's exclusive use in a decent, safe, clean, and sanitary condition as defined by HACP Housekeeping standards. Tenants are required to maintain assigned yards in a neat and orderly manner including, but not limited to, cutting grass and raking leaves, picking up and removing trash and disposing of garbage, rubbish and, other waste in a sanitary and safe manner. Tenants are also required to remove ice and snow from the area immediately in front of their Units.

INITIAL _____

20. To assure that no "Covered Person" engages in:

A. Any Drug-related Criminal Activity on or off the Premises or in the Unit. **The physical presence of a controlled substance, regardless of ownership, shall constitute a material breach of this Lease and provide grounds for immediate Lease termination, in compliance with Federal and State law and HUD regulations.**

INITIAL _____

B. Any criminal activity on or off the Premises that threatens the health, safety, or right to peaceful enjoyment of any HACP community by members of the Household, Guests, other Tenants or employees of HACP, or persons residing in the immediate vicinity of the Premises.

INITIAL _____

21. To assure that no Covered Person engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of any HACP community by other Tenants.

INITIAL _____

22. It shall be considered a material breach of Tenant's Lease and specific grounds for termination of this Lease if any "Covered Person" does any of the following in the Unit or on the Premises:

A. Utilize, threaten to utilize, or attempt to utilize a potentially deadly weapon in connection with a verbal or non-verbal threat of bodily harm without legal justification; or

INITIAL _____

B. Shoot, fire, explode, throw, or otherwise discharge a potentially deadly weapon; or

INITIAL _____

C. Inflict, without legal justification, any injury upon another person through the intentional use of a deadly weapon, or by the reckless or negligent use of such weapon; or

INITIAL _____

D. Damage any HACP property, without legal justification, through the intentional use of a deadly weapon or by the reckless or negligent use of such weapon; or

INITIAL _____

E. Damage any HACP property through the use of fireworks.

INITIAL _____

F. Flees to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.

INITIAL _____

G. Violates a condition of his or her probation or parole imposed under Federal or State law.

INITIAL _____

H. Displays, uses, or possesses any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the Commonwealth of Pennsylvania anywhere on the property of HACP.

INITIAL _____

I. Obstructs sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

INITIAL _____

J. To assure the no Covered Person acts in a manner which will disturb other Tenants' peaceful enjoyment of their accommodations or community facilities and further, that Covered Person will act in a manner which is conducive to maintaining the HACP communities, the Unit and/or the Premises in a decent, safe, and sanitary condition.

INITIAL _____

- K. To assure that Covered Persons do not destroy, deface, damage and/or remove any part of an HACP Community, the Unit or Premises. This includes, but is not limited to, tampering with fire safety equipment or systems, disconnecting fire or smoke alarms, or tampering with heat sensors.

INITIAL _____

- L. To assure that Covered Persons use electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities, including elevators, in a reasonable manner, and only for their intended purposes.

INITIAL _____

- M. To assure that written consent is obtained from HACP prior to making repairs, alterations, or installing equipment in the Unit.

INITIAL _____

- N. To assure that HACP is notified immediately of the need for repairs to the Unit, and of any unsafe conditions in the Unit or on the Premises which might lead to injury or damage.

INITIAL _____

- O. To assure compliance with the HACP *Pet Policy*. A copy of the Pet Policy is available from HACP upon request and to a tenant who has or obtains a pet.

INITIAL _____

- P. To assure compliance with the HACP *Satellite Dish Installation Policy*. The Satellite Dish Installation Policy is available from HACP upon request.

INITIAL _____

- Q. To assure compliance with the HACP *Fence Policy*. The Fence Policy is available from HACP upon request.

INITIAL _____

- R. To assure that there is no change or addition to any locks on HACP property without prior written permission from HACP. Tenant must provide the HACP site management office with a duplicate copy of the key for each approved additional lock. Failure to provide a duplicate copy of the key as required may result in HACP's immediate removal of the lock and assessing the charge for the removal to the Tenant's account.

INITIAL _____

- S. Tenant must allow HACP to enter the Unit for all repairs in accordance with Sections 7 and 13 of this Lease.

INITIAL _____

- T. Tenant agrees to transfer to a suitable Unit when a change in Family composition justifies the need for transfer under HACP Occupancy Standards, or when defects hazardous to life, health and/or safety exist in the Unit or in the Premises.

If a transfer is required, Tenant shall be given thirty (30) days advance written notice or notice in an alternative requested format of the availability of a suitably sized Unit prior to being required to move. The notice shall advise Tenant that he/she may request an explanation of the specific reasons underlying HACP's determination that Tenant must transfer to another Unit. The Tenant's response to the transfer offer must be received by HACP within five (5) days of the date of the offer and must state the Tenant's willingness to move to an appropriately sized Unit within thirty (30) days; or (ii) that the Tenant rejects the transfer and requests a grievance hearing with respect to HACP's determination. Failure of the Tenant to respond will constitute grounds for Lease termination. All costs associated with a move to a new Unit will be the responsibility of the Tenant with the exception of when the transfer is the result of an approved reasonable accommodation.

INITIAL _____

- U. If Tenant's Unit is an accessible Unit and neither Tenant nor any member of Tenant's Household is a Person with a Disability, Tenant hereby agrees to transfer to an appropriate Unit if the Unit is needed to accommodate another Tenant who is a Person with a Disability.

INITIAL _____

- V. To ensure that all Covered Persons abide by the provisions of the HACP *Assistance Animal Policy* set forth in the HACP ACOP which is available at HACP site management offices.

INITIAL _____

W. To give HACP thirty (30) days prior written notice or notice in an alternative format if Tenant intends to voluntarily move from the Unit. If the Tenant does not give the full thirty (30) days' notice, the tenant shall be liable for rent up to the end of the thirty (30) days for which notice was required or until HACP is able to re-let the Unit, whichever occurs first.

INITIAL _____

X. To view the HACP Resident Orientation Video prior to occupancy.

INITIAL _____

Y. To allow HACP personnel entry into the Unit for the purpose of conducting periodic housekeeping and/or safety inspections.

INITIAL _____

Z. To comply with the City of Pittsburgh Curfew Ordinance that states in part: A minor shall not remain in a public place or on the premises of an establishment from:

1. 11:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day July 1 through August 31;

2. 10:00 PM on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 AM of the following day and on any Friday and Saturday from 12:00 AM until 6:00 AM the following day September 1 through June 30.

3. The Tenant shall not permit or by insufficient control allow a minor under the Tenant's care or custody to violate this section.

INITIAL _____

AA. To comply with applicable State law regarding truancy and not violate the Pennsylvania Juvenile Act which defines as "truant" a child who, while subject to compulsory school attendance, is habitually and "without justification" absent from school as it applies to minors residing in the "Household."

INITIAL _____

BB. To identify her/himself by showing valid photo-identification when requested for entry onto HACP property.

INITIAL _____

CC. Not to commit any fraud in connection with any Federal housing assistance program.

INITIAL _____

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

INITIAL _____

EE. When required, Tenant(s) agrees to relocate pursuant to the Uniform Relocation Act and will comply with relocation efforts, plans, policies and rules. Failure to participate in the relocation will result in termination of this lease.

INITIAL _____

FF. No member of the tenant's household may be registered on a sex offender registry while living in housing. If a household member who is not subject to registry upon admission to the household subsequently becomes eligible for registration on any sex offender registry, then that person will be removed from the household immediately and not permitted to return for the duration of their registration requirement. If the family fails or refuses to remove and exclude such member, that shall be considered a serious breach of lease subject to termination.

INITIAL _____

10. HACP OBLIGATIONS

In addition to the other obligations under this Lease, HACP agrees to perform the following:

- A. Maintain the Units and the Premises not otherwise assigned to Tenant for maintenance and upkeep, in a decent, safe, and sanitary condition.
- B. Conduct periodic inspections of the Unit.
- C. Make needed repairs promptly by responding in the following manner: abate an emergency, within forty-eight (48) hours of receiving an emergency repair request; and address a regular repair request within a reasonable timeframe as determined by HACP.
- D. Complete and process all necessary work orders required to initiate the correction of an emergency condition in a timely manner. HACP shall complete the remaining repairs resulting from the abated emergency condition and all non-emergency repairs in an adequate, competent, and professional manner, within a reasonable timeframe as determined by HACP. Whenever possible, Tenant will be notified.

- E. Comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- F. Upon request by a Tenant who is a Person with a Disability or the Head of the Household on behalf of a Family member with a disability, HACP will provide Reasonable Accommodations. HACP may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a Unit or building at HACP's expense, with the required accessible features, provided such options are effective in achieving accessibility. HACP is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens.
- G. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, appliances, elevators, and other facilities that are supplied or required to be supplied by HACP.
- H. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Household) for the deposit of garbage, rubbish, and other waste removed from the Unit and/or Premises by the Tenant.
- I. Pre-occupancy Inspection: HACP and Tenant or Tenant's representative will inspect the Unit prior to occupancy by the Tenant. HACP will give the Tenant a copy of the inspection form showing the condition of the Unit, interior and exterior, as applicable, and any equipment provided with the Unit. The inspection form shall be signed by HACP and Tenant and a copy of the form shall be given to Tenant and HACP's copy of the form shall be retained in the Tenant's file folder. Any deficiencies noted on the inspection form will be corrected by HACP before the Tenant moves in, and at no charge to the Tenant.
- J. Post-occupancy Inspection: HACP will inspect the Unit at the time Tenant vacates the Unit, and give the Tenant a written statement or statement in an alternative format of the charges, if any, for which the Tenant is responsible. Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates without notice to HACP.
- K. Make available copies of all rules, regulations, schedules of charges, procedures, and other documents that are referred to in this Lease and to provide adequate briefing and explanation of the Lease provisions, including the grievance procedure, either before move-in or at the time of move-in.
- L. Notify Tenant of the specific grounds for any proposed adverse action including, but not limited to, proposed Lease termination, transfer of Tenant to a different Unit, the imposition of charges for maintenance and repair, or excess consumption of utilities, except in the instance where HACP intends to bring an action under the Expedited Eviction of Drug Traffickers Act.
- M. Enforce the terms of this Lease fairly, impartially and in good faith.

11. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY

- A. When conditions exist in the Unit or on the Premises that create a danger to the life, health, and/or safety of the Tenants, Tenant must immediately notify HACP of the condition. HACP shall be responsible for repair of the Unit and/or Premises, as stated in Section 10, subsections C and D. If the damage was caused by a Covered Person, the reasonable cost of repair shall be charged to Tenant.
- B. If repair cannot be made within a reasonable time, HACP shall provide standard alternate accommodations and Tenant shall agree to transfer to the alternate accommodations. To the extent that such accommodations are not available, the Household can, in the exercise of reasonable judgment by HACP, remain in the Unit.

12. NO TRESPASS/EXCLUSION LIST POLICY

HACP is committed to providing a safer environment for our residents and employees, and this often requires addressing the issue of non-residents who are interfering with the quality of life of HACP residents. No Trespass/Exclusion List Notices assist site management in successfully keeping non-residents who are dangerous or who interfere with the quiet enjoyment of HACP residents off the property. No Trespass/Exclusion Notices will be issued and strongly enforced according to HACP policy and relevant state law governing trespassing.

- A. Identification. Any person who desires access to any HACP development building or grounds may be required by a HACP employee or law enforcement officer to identify her/himself by showing valid photo-identification and to establish a specific, legitimate purpose to be on HACP property. HACP is the sole determiner of what is a legitimate purpose to be on HACP Property.
- B. No Trespass/Exclusion List Notice. Those persons not permitted on HACP property shall be provided written notice that they are trespassing and/or are barred from HACP property. Any person to whom a No Trespass/Exclusion Notice is issued may seek an informal review to contest issuance of the Notice by mailing a written request via certified mail within seven (7) days from the date of issuance of the Notice to the HACP Legal Department, 200 Ross Street – 7th Floor, Pittsburgh, PA 15219. If the excluded person does not file for an informal review contesting the issuance of the Notice, after two years from the date of the exclusion notice, his/her name will be removed from the No Trespass/Exclusion List provided that no additional arrests occur after the date of the Notice. The exclusion remains in effect during any appeal, request for waiver, or request for reconsideration and is only lifted by written notice from the Grievance Officer.
- C. The No Trespass/Exclusion List is maintained and available in Management offices and on the HACP website, www.HACP.org and is updated monthly. Tenants are obligated to familiarize themselves with the list, review it and ensure they are not inviting guests onto any property of HACP for which a person is excluded.

INITIAL _____

13. ENTRY OF UNIT DURING LEASE TERM

- A. HACP shall have the right to enter the Unit as often as deemed necessary to perform routine inspections and maintenance, or to make improvements or repairs for pest control purposes, or to determine if Tenant still occupies the Unit when reasonable doubt exists; provided that HACP gives at least twenty-four (24) hours prior written notice or notice in an alternative format delivered to the Unit stating the purpose of the entry. **However, HACP may enter the Unit at any time without advance notice when there is reasonable cause to believe that an emergency exists in the Unit.**
- B. If the Tenant and all adult members of Tenant's Household are absent from the Unit at time of entry, HACP shall leave a written statement or notice in an alternative format as to the date, time, and purpose of such entry.

INITIAL _____

- C. **Failure to allow HACP or its independent contractor's entry into the Unit for any of the reasons indicated in Section 13A shall be cause for termination of the Lease.**

INITIAL _____

14. GRIEVANCE PROCEDURE

Subject to HUD rules and regulations, and any provisions contained in this Lease, the Tenant is entitled to file a grievance for informal or formal resolution of any disputes concerning the obligations of Tenant or HACP under the terms of this Lease or any action or inaction by HACP.

- A. Tenants are not eligible to file for informal or formal resolution of a grievance when HACP seeks to terminate the tenancy for:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of any HACP community, other Tenants or employees of HACP; or
 - 2. Any Violent or Drug-related Criminal Activity on or off the Premises or in the Unit; or
 - 3. Any criminal activity that may result in the felony conviction of a member of Tenant's Household; or
 - 4. Other matters as itemized in HACP's Grievance Procedure.

- B. All grievances will be heard in accordance with the *Grievance Procedure* that governs how Tenants may protest HACP's actions and decisions. A copy of the Grievance Procedure is available at HACP site management offices. In all disputes with HACP, the Tenant shall have the right to examine all documents relevant to the grievance or to the hearing. Tenant acknowledges that he/she has an opportunity to review the *Grievance Procedure* maintained in HACP site management offices.

INITIAL _____

- C. If the subject matter of the dispute does not involve any of the matters identified in Section A above, and the Tenant files for a grievance hearing in a matter involving termination of the Lease, the Lease shall not be terminated until a final decision on the merits of the grievance has been rendered by a hearing officer or appellate court. If the grievance involves an amount of rent due as stated by HACP, prior to the scheduling of a grievance hearing, the Tenant must escrow or pay to HACP an amount equal to the rent due and payable on the first (1st) of the month preceding the month the adverse action occurred. Thereafter, Tenant shall pay the same amount each month until the grievance is resolved. However, if Tenant's grievance hearing request concerns a minimum rent hardship exemption, the escrow-payment requirement does not apply.

INITIAL _____

- D. Prior to requesting a formal grievance hearing, the Tenant may request that his/her grievance be settled informally. In such event, the Tenant must file a written request or request in an alternative format for a meeting with his/her site manager within five (5) days from the date the Tenant learns or has reason to know of his/her grievance. Within five (5) days after such meeting, HACP will prepare and provide Tenant a written summary or summary in an alternative format of its findings and the specific reasons therefore. The summary will include instructions on how the Tenant may pursue a formal grievance hearing if the grievance has not been resolved to the satisfaction of the Tenant.

INITIAL _____

- E. Tenant may request a formal grievance within seven (7) days from the date he/she learns or has reason to know of any adverse action or inaction by the HACP. In such event, the Tenant must file a written request or request in an alternative format for grievance with his/her site manager within seven (7) days from the date the Tenant learns or has reason to know of his/her grievance.

After the Tenant requests a hearing, he/she will receive notice indicating the time and location of the hearing. A person of the Housing Authority's choosing will conduct the hearing. The Tenant has the right to bring to the hearing any document or evidence he/she wishes to be considered.

The Housing Authority representative conducting the hearing will make a determination based upon the merits of the evidence presented. The representative shall promptly provide a written decision or the decision in an alternative requested format to the Tenant by U.S. mail. HACP shall retain a copy of the decision in the Tenant's folder.

INITIAL _____

15. DEFAULT BY HACP

HACP shall be in default under this Lease if HACP materially fails to perform its obligations under this Lease. If HACP is in default, Tenant may file a grievance, terminate this Lease by giving notice as described in Section 17, or exercise any other rights permitted by State law.

16. DEFAULT BY TENANT

Tenant shall be in default and HACP may terminate Tenant's tenancy or pursue any remedy it may have at law or in equity if Tenant or any Household member or other Covered Person neglects or fails to perform any of the obligations or provisions of this Lease or for serious or repeated violations of material terms of this Lease.

17. VIOLENCE AGAINST WOMEN ACT

Notwithstanding the provisions of Section 9 of this Lease, or any other provision contained herein, the following shall not be considered violations of the Lease constituting defaults and bases for terminating the tenancy or occupancy rights of a victim of domestic violence:

- A. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking perpetrated against the victim.
- B. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the Tenant's Household or any Guest or Other Person under the Tenant's Control, if the Tenant or immediate member of the Tenant's Household is a victim of that domestic violence, dating violence, or stalking; provided, however, HACP may divide this Lease for the purpose of evicting, removing or terminating the occupancy rights of a Household member, whether or not such Household member is a signatory to this Lease, who engages in criminal acts of physical violence against Family members, affiliated individuals, or others, without evicting, removing or otherwise penalizing the victim of such violence, who is also a Tenant or lawful occupant of the Unit.

The foregoing exceptions shall not apply unless the victim delivers to HACP a certification on one of the following forms:

1. A HUD-approved form supplied by HACP attesting that she/he is a victim of domestic violence, dating violence, or stalking and that the incident(s) in question are bona fide violations of such actual or threatened abuse; or
2. Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse, in which the professional states under penalty of perjury that the professional's belief that the incident(s) in question are bona fide incidents of abuse and the victim has signed or attests to the documentation; or
3. A federal, state, or local police report or court record describing the crime or incident(s) in question.

The victim must deliver the certification to HACP within fourteen (14) business days after HACP requests the certification. If the victim does not deliver the certification to HACP within the aforesaid period, HACP may terminate the tenancy of the Tenant or any lawful occupant of the Unit including the victim.

The foregoing exceptions, however, shall not limit the authority of HACP to (i) honor court orders addressing rights of access or control of property, including civil protection orders issued to address the distribution or possession of property among Household members, (ii) evict a Tenant for any violation of this Lease not based on or connected with the act or acts of violence in question against the Tenant or member of Tenant's Household, provided that such victim is not held to a more demanding standard than other Tenants, and (iii) evict any Tenant if HACP can demonstrate an actual and imminent threat to other Tenants or those employed at or providing service to the property if that Tenant is not evicted.

18. NOTICES

A. HACP Notices to Tenant

Any notice required by this Lease including, but not limited to, Lease Termination Notice, shall be in writing or alternative requested format, personally delivered to the Tenant, or adult member of the Household, or posted at the Unit by HACP or an officer of the court, or sent via first-class mail.

B. Tenant's Notice to HACP

All Tenant notices to HACP shall be in writing or alternative format hand-delivered to the HACP management office, or sent via first-class mail, postage pre-paid, and properly addressed. Tenant shall give HACP thirty (30) days notice, as prescribed above, of Tenant's intent to vacate the Unit.

C. Notice to Person with a Disability

If the Tenant is Person with a Disability, all notices must be in an accessible format.

19. ABANDONMENT

The Housing Authority of the City of Pittsburgh will consider a Unit to be abandoned when a Tenant:

- A. Vacates the Unit without notice to the site manager;
- B. Fails to pay current monthly rent; and
- C. Removes most or all personal property from the Unit. Any property left on the Premises shall be considered abandoned and may be disposed of by HACP according to law.

HACP will send a certified notice to the Tenant's last known address informing the Tenant that:

- (a) Tenant has 10 days to contact the Manager regarding the Tenant's intent to remove any personal property remaining at the leased premises, and
- (b) Tenant shall be required to pay the costs related to the removal or storage of the personal property retrieved by the Tenant between the expiration of 10 days but before the expiration of 30 days.

If abandonment is pursuant to a writ of order of possession, HACP has no obligation to the above and will consider Tenant to have complied with the order to vacate. HACP will immediately dispose of all property remaining in the unit and has no obligation to send any further notice to Tenant.

20. EVICTION

A. Eviction Procedure

HACP may terminate the tenancy and Tenant's rights under this Lease in the event any Covered Person violates one or more of the obligations of this Lease. If HACP receives judgment for delinquent rent twice within the same calendar year, HACP has the right to terminate tenancy.

Violations of obligations of this Lease shall include, but are not limited to:

1. The failure to pay rent or other payments when due;
2. Failure to secure and maintain pay utility bills in the name of an adult family member of the household, when Tenant is responsible for paying such bills directly to the supplier of utilities;
3. Misrepresentation of family income, assets, or composition;
4. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determinations.

5. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
6. Criminal activity by Tenant, household member, guest, or other person under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of HACP's public housing communities by other residents, or any drug-related criminal activity.
7. Illegal weapons or illegal drugs seized on HACP property;
8. Any fire on HACP premises caused intentionally, by carelessness or unattended cooking;
9. Any activity that threatens the health, safety or right to peaceful enjoyment of HACP's public housing communities by other residents and/or their guests;
10. Any threatening or harassing activity towards HACP employees.

B. Lease Termination/Vacate Notice

1. HACP shall provide written notice or notice in an alternative requested format of Lease termination to Tenant. The Lease Termination/Vacate Notice will state specific grounds for termination and will inform Tenant of his/her right to reply, to examine HACP's documents directly relevant to the termination, and to request a grievance hearing in accordance with the current Grievance Procedure.
2. Unless changes by the U.S. Department of Housing and Urban Development (HUD) or changes in State law occur, upon which HACP will follow the new law, the Lease Termination/Vacate Notice will require the Tenant to vacate the Unit within fourteen (14) days from the date of posting of the notice for failure to pay rent.
3. A fifteen (15) day Lease Termination/Vacate Notice will require the Tenant to vacate the Unit within fifteen (15) days for Lease violations that constitute a threat to health or safety of other residents, PHA employees, or persons residing in the immediate vicinity, or for violations that involve drug-related criminal activity or violent criminal activity.
4. A thirty (30) day Lease Termination/Vacate Notice will require the Tenant to vacate the Unit within thirty (30) days for all other lease violations with the exception of actions brought under the Expedited Eviction of Drug Traffickers Act or as stated above.

INITIAL _____

5. If Tenant fails to vacate the Unit within the required time period, HACP will commence an eviction.

INITIAL _____

6. The Lease Termination/Vacate Notice will be served by posting the Notice conspicuously on the Unit, usually on the front entry door.

INITIAL _____

- * If Tenant is evicted through an executed Order of Possession,
- (a) Tenant has 10 days to contact the Manager regarding the Tenant's intent to remove any personal property remaining at the leased premises, and
 - (b) Tenant shall be required to pay the costs related to the removal or storage of the personal property retrieved by the Tenant between the expiration of 10 days but before the expiration of 30 days.

If, within 10 days following the execution of the order of possession, the Tenant sends notice to the Manager that it intends to remove the personal property, then the HACP will retain the Tenant's property for 30 days (the "30-day Period") at a site chosen by the HACP.

If, by the end of 10 days following the execution of the order of possession, the Tenant does not communicate with the Manager, the HACP may dispose of the Tenant's personal property at HACP's discretion.

A. Expedited Drug Traffickers Act

1. Pursuant to the Expedited Eviction of Drug Traffickers Act, HACP will seek the immediate eviction of all "Covered Persons" who engage in Drug-related Criminal Activity. **The statute authorizes a court of jurisdiction to hear such cases on an expedited and priority basis within 15 (fifteen) days of HACP's filing of such complaint.**
2. Actions brought under this Act do not require HACP to provide prior written notice of Lease violation to the Tenant.

B. Litigation Costs

Tenant shall be liable for all court costs and other fees actually expended or assessed against HACP in a legal action for enforcement of this Lease, unless Tenant prevails. If HACP prevails, litigation costs shall be assessed to Tenant and become due and payable with the regular rent to the extent not paid as part of any judgment obtained against the Tenant by HACP.

21. ENTIRE AGREEMENT

- A. This Lease and all policies, rules and/or schedules which have been incorporated by reference, constitute the entire agreement between HACP and Tenant, except as provided in Subsection C, below. Any modification, amendment, change or addition to the provisions of this Lease, shall be made only in writing and signed by both parties.
- B. The policies, rules and/or schedules referred to in this Lease may be modified provided HACP gives at least thirty (30) days written notice or notice in an alternative format to Tenant explaining the modification and giving Tenant the opportunity to comment. Written comments will be considered by HACP prior to the proposed modification becoming effective.
- C. Tenant remains liable for any and all violations, breaches and defaults of any provisions of any prior Lease, modification of any prior Lease and any Addendum to any prior Lease between HACP and Tenant. Tenant hereby agrees that HACP does not waive any remedies at law or in equity that HACP may have by reason of any such prior violation, breach or default including the right to evict Tenant for breaches of any prior Lease or Addendum thereto. Notwithstanding the execution of this Lease, HACP specifically reserves all such rights and remedies.

INITIAL _____

22. INVALIDITY OF PROVISION

If any provision or provisions of this Lease are found to be invalid by a court of competent jurisdiction, the remaining provisions of the Lease shall remain valid and enforceable.

23. SEVERAL AND JOINT LIABILITY

All Tenants and adult members of the Household who sign this Lease are liable for any and all breaches or default of any Lease provisions jointly and/or each is individually liable for any and all breaches or default of any Lease provision in his/her own right.

By signature below, the Tenant agrees to the Terms and Conditions of this Lease. By the signature below, the Tenant acknowledges that the Terms and Conditions of this Lease have been received and thoroughly explained. Tenant hereby certifies that he/she has not committed fraud in connection with any federal housing assistance program. Tenant further certifies that all information or documentation submitted to HACP before and during the Lease term are true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, the Tenant understands that the Lease may be terminated or the rent retroactively increased.

HOUSING AUTHORITY OF THE CITY OF PITTSBURGH (HACP)

By: _____

Title: _____

Date: _____

TENANT

Signature: _____

Printed Name: _____

Date: _____

TENANT

Signature: _____

Printed Name: _____

Date: _____

APPENDIX J: HACP MTW HOMEOWNERSHIP PROGRAM

Amended August 2013

Definitions

As used herein, the following terms not otherwise defined herein shall have the following meanings:

- (a) "Buyer" shall mean a Homeownership Program participant who has obtained a mortgage pre-approval letter from a lender.
- (b) "Buyer's annual recertification date" shall mean the date the buyer obtains a lender's mortgage pre-approval.
- (c) "Buyer's List" shall mean the list signed by two or more eligible buyers who are interested in purchasing the same HACP owned property.
- (d) "First-time homeowner" shall mean that no family member of the household owned any present ownership interest in a residence of any family member during the three years preceding commencement of homeownership assistance
- (e) "Gross Aid Standard" means the standard utilized to determine the supplement to the income of a low-income household to enable the buyer to purchase standard quality housing in the private marketplace.
- (f) "Quick Reference Utility Cost Table" means the table utilized to approximate utility costs by bedroom size when actual utility bills for a property are not available.
- (g) "Soft-second mortgage Calculation" shall mean the calculation used to estimate a non-paying interest free second mortgage loan offered to eligible public housing Program participants. The amount of the soft-second mortgage is reduced 10 percent (10%) a year over a ten-year period.
- (h) "Total family payment" or "TFP" means that portion of the homeownership expense that the family must pay. It is generally thirty percent (30%) of the family's adjusted income, plus any difference between the payment standard and the actual housing cost.

1. INTRODUCTION

The Housing Authority of the City of Pittsburgh ("HACP") operates an MTW Homeownership Program (the "Program") for current low-income public housing residents, Section 8 voucher holders, those on the waiting list for either program, and those eligible for either program who desire to purchase their first home and primary residence within the City of Pittsburgh. In addition to other benefits, HACP will offer a soft second mortgage based upon a payment calculation as defined in Section 8. B. Eligible participants will be placed on the HACP Homeownership Waiting List for home purchase based on the date of their mortgage pre-approval letter from an approved lender.

2. PURPOSE

The specific objectives of the Program are:

- A. Expanding homeownership opportunities for low-income families and families having members with disabilities.
- B. Providing an opportunity for first-time low-income homebuyers to purchase a single-family home within the City of Pittsburgh.
- C. Encouraging HACP families to acquire appreciable assets, and move toward the goal of economic self-sufficiency and eventual independence from government assistance programs.

3. OUTREACH

Outreach will be conducted by HACP's Homeownership Office to encourage participation in the Program. Informational flyers and brochures as well as the web site <http://www.hacp.org/housing-options/home-ownership> have been developed to target those persons interested in participating in the Program. The Program will also be promoted by the Resident Self Sufficiency Department through its newsletters and referrals by Service Coordinators. HACP will also highlight the program periodically in other agency publications such as the "News and Views".

4. APPLICATION AND ENROLLMENT

Interested persons may apply to participate in the Program by contacting a Department of Housing and Urban Development ("HUD") approved housing counseling agency to enroll in the required homeownership education class. Participants will receive initial assessments of their credit rating provided by the HUD-approved education and credit counseling service provider.

HACP will consider the participant enrolled in the Program on the date the participant completes the required homebuyer education class and satisfies HACP eligibility requirements as outlined in Section 5. The HUD approved education provider shall issue a certificate of satisfactory completion to each participant and maintain a copy of the certificate on file. HACP will consider the participant a "buyer" when the participant obtains a loan pre-approval letter.

5. ELIGIBILITY

Each Program participant must be a current low-income public housing resident, a Section 8 Housing Choice Voucher holder, or a person who is on the HACP waiting list (LIPH or HCV) and has received an eligibility letter for the low-income public housing or Section 8 Housing Choice Voucher Program from the HACP Occupancy Department, or a person who is eligible to be on an HACP waiting list (LIPH or HCV) and has received an eligibility letter for the low income public housing or Section 8 Housing Choice Voucher Program for Homeownership Purposes only from the HACP

Occupancy Department. The following additional eligibility requirements for participation in the Program shall also apply:

A. First-Time Homeowner

Each public housing, Section 8, waiting list or otherwise eligible family must be a first-time homebuyer. A first-time homeowner means that no family member of the household owned any present ownership interest in a residence of any family member during the three (3) years preceding commencement of homeownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with his/her spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Program.

If HACP determines that a family member with a disability requires homeownership assistance as a reasonable accommodation, the first-time homeowner requirement may not apply.

B. Minimum Income Requirements

At the time the family obtains a mortgage pre-approval letter, the head of household, spouse, and/or other adult household members who will purchase the home must have a minimum gross annual income of \$17,000 per year.

A family whose head, spouse or sole member is a person with a disability may be exempt from the minimum income requirement provided there exists a sufficient combination of monthly household income and initial down payment money to satisfy the lending institution's pre-approval requirements for the purchase of the property and all other applicable HACP requirements relating to eligibility are met.

C. Welfare Assistance Income

Welfare assistance income shall be included only for those adult elderly or families with members having disabilities who will own the home. Stated otherwise, with the exception of elderly and families with members having disabilities, HACP will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI") that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance defined by HUD. The disregard of welfare assistance income shall affect the determination of minimum monthly income in determining eligibility for the Program.

D. Employment Requirement

With the exception of families having members with disabilities and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is employed full-time (an average of 30 hours per week). Families with one or more members who are self-employed shall be eligible under this section if they meet all other requirements as stated herein.

HACP will also consider an interruption of employment of no more than one (1) month during the prior one (1) year as meeting the definition of "full time employment" if the employed family member has been continuously employed for a period of at least one (1) year prior to the interruption and is currently employed at the time of the execution of the sales agreement.

E. Prior Mortgage Default

The HACP will not approve a homeownership sales agreement where the head, the head's spouse or other adult member of the family defaulted on a mortgage loan within the previous three (3) years. Such actions will render the family ineligible to participate in the Program.

F. PHA Debts

Prospective participants in the Program shall be ineligible for participation in the Program if they owe any debt or portion of a debt to HACP or any other PHA (Public Housing Authority). Except as provided in HACP's Admissions and Continued Occupancy Policy and Housing Choice Voucher Program Administrative Plan, nothing in this provision will preclude participants who have fully repaid such debt(s) from participating in the Program.

G. Ownership Interest

Except for cooperative members who have acquired cooperative membership shares at the commencement of homeownership assistance, no family member may have a present ownership interest in a residence at the commencement of participation in the homeownership program. This requirement does not apply to the family's right to purchase title to the residence under a lease- purchase agreement. "Present ownership interest" means that no member of the household has had an "interest in a home", including title to a home, in the past three (3) years.

H. Eligible Properties

Eligible properties shall include residentially zoned single-family homes, row homes, condominiums and town homes within the City of Pittsburgh. Multifamily or non-residential properties are ineligible.

The HACP may sell existing scattered sites as identified on Exhibit A attached hereto to buyers within the Program. In the event a HACP scattered sites property is not sold through the Program, the property may be reoccupied for lease.

I. Buyer's Annual Recertification Date

The date the buyer obtains a lender's mortgage pre-approval letter shall be the program participant's annual recertification date for purposes of calculating homeownership assistance amounts. The annual recertification date will be used to calculate HACP's assistance benefits and/or soft-second mortgage amount. Once a participant has met all of the preceding eligibility requirements, including a pre-approval letter, they will be placed on the Homeownership Waiting List for home purchase based on the date of their pre-approval letter from an approved lender. The lender or HACP shall verify the buyer's income and employment status during the mortgage pre-approval process and the lender shall provide buyer's income and employment status to HACP upon request. If a buyer's income increases or declines subsequent to a lender issuing a mortgage pre-approval letter, the HACP at its discretion may require recalculation of assistance amounts.

6. PRE-HOMEOWNERSHIP ASSISTANCE REQUIREMENTS

A. Homeownership Counseling

Before a family is eligible for homeownership, the family must attend and successfully complete a pre-assistance HUD approved homeownership and housing counseling program. Such homeownership and housing counseling program will be provided or approved by HACP prior to the commencement of assistance and will include instruction relating to home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing and loan approvals; finding a home including information about schools and transportation; fair housing laws and local enforcement agencies; the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families; and the Real Estate Settlement Procedures Act; state and Federal truth-in-lending law; and how to avoid loans with oppressive terms and conditions.

B. Home Purchase and Sales Agreement

Participants in the Program will be required to locate and purchase a home or execute a contract of sale or lease purchase a home, within the limits of the City of Pittsburgh. "Homeownership eligibility" begins on the on the date when the buyer has obtained a mortgage pre-approval letter and completed the approved homebuyer education class. It is the responsibility of the buyer to notify and discuss the sales transaction with HACP prior to the buyer signing an agreement of sale to remain eligible for Homeownership Program benefits.

C. Home Inspection

The buyer shall select and pay for an independent professional inspection in accordance with the sales agreement. Such independent inspectors must be qualified by the American Society of Home Inspectors (“ASHI”) or possess equivalent credentials acceptable to HACP. The independent inspectors must furnish a copy of the inspection results to both the buyer and HACP. HACP must review the independent inspector’s report and determine whether to go forward or terminate the sales agreement based upon its review.

A contingency clause in the sales agreement must provide that the buyer is not obligated to pay for any necessary repairs. If the Seller is HACP, HACP, in its sole discretion, may pay for any deficiencies found in the inspection report or HACP may terminate the sales agreement. Similarly, the buyer has the right to cancel the sales agreement without penalty if HACP is unwilling to make all necessary repairs cited in the inspection.

7. FINANCING REQUIREMENTS

A. General

HACP may not require participants to use a certain lender or a certain type of financing. However, financing for purchases under this Program must generally be insured or guaranteed by the State or Federal government and comply with secondary mortgage market requirements. HACP will only approve a fixed interest rate mortgage provided by a lender. It is the goal of the Program for participants to utilize all other assistance for which they are eligible prior to receiving assistance from this Program.

If HACP is the seller, then the Program may provide for below-market purchase prices or below-market financing to facilitate below-market purchases. Discounted purchase prices may be determined on a unit-by-unit basis, based on the particular buyer’s ability to pay, or may be determined by any other fair and reasonable method. Below-market financing may include any type of public or private financing, including but not limited to purchase-money mortgages, non-cash second mortgages, promissory notes, guarantees of mortgage loan from other lenders, shared equity, land installment contract or lease-purchase arrangements.

B. Financing Terms

The proposed loan terms must be submitted to and approved by HACP prior to execution of the sales agreement and closing. HACP will determine, in its sole discretion, the affordability of the family's proposed loan terms and whether they are appropriate in view of current market conditions. In making such determination, HACP may take into account other family expenses, including but not limited to child care, un-reimbursed medical expenses, education and training expenses, homeownership expenses and the like. If a mortgage is not FHA-insured or VA-guaranteed, HACP may require lenders to comply with generally accepted mortgage underwriting standards consistent with HUD/FHA, Ginnie Mae, Fannie Mae,

Freddie Mac, RHS, or the Federal Home Loan Bank requirements. HACP will not approve any lending practice that it determines, in its reasonable discretion, to be abusive or predatory including loans offered at a rate above Prime to individuals who do not qualify for Prime Rate loans, i.e., sub prime loans. Seller financing will be on a case-by-case basis, including instances where HACP is the seller.

C. Determining Affordability: Buyer's Monthly Homeownership Expense

The monthly expenses of public housing and Section 8 buyers who are defined in this Program and those who are listed on the lender’s mortgage application, should not exceed a total estimated housing expenses debt ratio of thirty-five percent (35%) of the combined gross monthly income of adult members of the household. The housing expenses debt should include mortgage principal, mortgage interest, property taxes, homeowner’s insurance (\$22 per month), condominium or association fees, monthly capital improvement expense (\$41 per month), monthly maintenance expense (\$41 per month), and a monthly utilities estimate obtained from the most recent HACP Section 8 Housing Choice Voucher Program Utility Allowance Schedule for the appropriate unit type, a monthly utilities estimate obtained from the actual twelve month utility expenses of an occupied home to be purchased, or a utility rate study provided by a utility company. Monthly utility expenses for Glen Hazel PA-28-P001-038 are estimated at \$288 per month.

	Efficiency	1bdrm	2bdrm	3bdrm	4bdrm	5bdrm
Utility Costs by Size*	\$197	\$235	\$288	\$348	\$405	\$459

* Utility costs are obtained from and will be adjusted to conform to the most recent HACP Section 8 Housing Choice Voucher Program utility allowance schedule for the appropriate unit type.

D. Down Payment

Buyers must contribute from their own funds at least one percent (1%) of the net sales price of either a HACP owned property or a private market property. The family may use an IDA or FSS escrow account for their down payment. Low Income Public Housing program participants who established homeownership ‘lease-purchase’ accounts prior to January 1, 2007, may utilize these accounts for their down payment.

E. Refinancing

No buyer while receiving a HACP second mortgage assistance may refinance their mortgage(s) or incur additional debt secured by the home without the prior written approval of HACP.

8. ASSISTANCE COMPONENTS

A. Assistance Components Available To All Qualifying Program Participants.

1) Homeowner's Insurance And Major Component Home Warranty And Closing Costs Assistance

The maximum amount of financial assistance is \$7,000 for homeowner's insurance, home warranty, and closing costs assistance.

At HACP's expense, HACP may approve the prepayment of a homeowner's insurance policy and major component's insurance warranty or closing costs for a property at closing. It is the responsibility of the tenant/buyer to provide HACP with a written quotation from the vendor for these services prior to closing. The buyer may be eligible for homeowner's insurance or a home warranty benefits for a maximum term of three (3) years. Subject to budgetary constraints, HACP may pay closing costs one time per buyer and if a buyer fails to close on their sales agreement, buyer is not eligible to receiving additional closing costs assistance for a new sales agreement for one (1) year.

2) Foreclosure Prevention Fund

The maximum amount of financial assistance is \$3,000 for foreclosure prevention.

In the event a buyer defaults on their mortgage and receives notice of default by their lender within five (5) years of their closing date, they receive up to six (6) months of HACP mortgage assistance if they apply for and comply with all requirements of the Pennsylvania Homeownership Mortgage Assistance Program (HEMAP). As a Program safeguard, if in the event 10% or more of program buyers default upon their mortgage(s), Section 7c will be amended to decrease the maximum buyer debt ratio for new buyers to thirty-percent (30%) of gross monthly income.

B. Financing With A Soft-Second Mortgage Calculation

The maximum amount of a soft-second mortgage is \$32,000.00.

Subject to budgetary constraints, HACP may provide soft-second mortgage financing to eligible participants. Such financing shall be secured in most cases by a second mortgage (the "Second Mortgage"). However, in some cases, the HACP mortgage will be recorded as a third mortgage subordinate to mortgages securing bank and other government financing provided, for example, by the Urban Redevelopment Authority of Pittsburgh. In the event a first or second mortgage does not exist, HACP's mortgage will be recorded as a first mortgage. The HACP Second Mortgage loan amount shall be determined and calculated by using the Gross Aid Standards chart listed below. The Gross Aid Standard is utilized to determine the

supplement to the income of a low-income household to enable the family to purchase standard quality housing in the private marketplace. The Gross Aid Standard is obtained from the most recent HACP Section 8 Housing Choice Voucher Program Voucher Payment Standards.

Bedroom Size	Efficiency	1bdrm	2bdrm	3bdrm	4brdm	5brdm
Gross Aid Standard	567	650	811	1017	1084	1246

The Gross Aid Standard may be revised on a yearly basis. In no instance will the amount of the HACP Soft Second Mortgage calculation exceed \$32,000.00. The Second Mortgage loan calculation amount is calculated as follows:

- Second Mortgage Loan Amount Calculation for a buyer: eligible monthly rental assistance payment x 12 months x 10 years = maximum Second Mortgage loan amount (not to exceed \$32,000.00).
- The Second Mortgage Loan Amount Calculation above shall be determined during buyer's loan pre-approval process and prior to a signed buyer's sales agreement. The HACP Second Mortgage loan amount shall be provided to both buyer and lender and authorized by HACP's Chief Financial Officer. After the primary lender has made a mortgage loan commitment in accordance with the buyer's sales agreement, the buyer is not eligible to request or have HACP recalculate the buyer's HACP Second Mortgage amount.
- The HACP Second Mortgage shall be reduced each month (1/120) by the amount (eligible monthly MAP) used in the Second Mortgage Loan Amount Calculation above; provided that, buyer remains in good standing in the Program, continues to occupy the property as their primary residence, and is not in default under the mortgage. In the event of a mortgage default or if the buyer is no longer residing in the home, no further HACP Second Mortgage debt reduction shall occur while such default or non-occupancy condition continues. The buyer in this program who defaults on their mortgage will not be eligible for housing assistance through the HACP (or through any HUD funded housing assistance program) until the outstanding obligation on the HACP 2nd mortgage has been satisfied.
- Once a buyer completes a home purchase, interim and monthly re-certifications of income and annual HQS inspections are no longer required.

Note: Program participants who established homeownership 'lease-purchase' accounts prior to January 1, 2007 may utilize such accounts towards their down payment or closing costs.

C. The Homeownership Waiting List

A participant's position on the Homeownership Program Waiting List will be determined by the date of their pre-approval letter that they have obtained from a bank.

The participant will have 60 days from the date of their mortgage pre-approval letter to execute a sales agreement on the property of their choice and provide the HACP with a copy of the sales agreement.

The participant/buyer must have a settlement within ninety (90) days from the date that the mortgage application package is submitted to underwriting.

Persons failing to sign a sales agreement, complete a mortgage application in a timely manner as per the sales agreement, or reach settlement within the allotted time period will be removed from the list. Participants can get a new pre-approval letter and will be put back on the list based on the new date of the new pre-approval letter.

Anyone on the Homeownership Waiting List when annually budgeted funds become exhausted will remain on the list for the subsequent budget year. If a participant/buyer does not meet the stated deadlines for performance in the program, the HACP will review on a case-by-case basis to determine if and what remedies are available to assist in the completion of the transaction.

D. Portability

A current Section 8 Housing Choice Voucher Program family who qualifies for homeownership assistance may Port to another jurisdiction and purchase a home outside HACP's jurisdiction through another PHA's program, provided the receiving PHA is administering a homeownership program, is accepting new families into its homeownership program, and considers the family eligible based upon the receiving PHA's eligibility requirements. Participants porting to other jurisdictions are not eligible for Homeownership Program Assistance from the HACP.

9. TENANT/BUYER SELECTION FOR VACANT HACP SCATTERED SITES HOMES

Upon HACP's approval to release for sale a HACP owned property as they become vacant, the Program staff collects applicants for a Buyer's List of interested mortgage pre-approved tenant buyers for each home address during a minimum of five (5) business days prior to HACP finalizing and closing the Buyer's List. The Buyer's List is to be utilized in the event two or more mortgage pre-approved applicant buyers desire to purchase the same property. A tenant buyer shall only be on one property Buyer's List or sign one sales agreement at a time. A buyer is only be eligible to sign a Buyer's List if the tenant buyer's mortgage pre-approval letter states a loan amount that is at least equal to or exceeds the property net sales price after applying applicable discounts and other Program

benefits. If there are no buyers for a vacant unit, HACP may lease that unit as a standard LIPH scattered site rental unit to the next eligible family on the waiting list.

After collecting interested tenant/buyers for up to five (5) business days, HACP shall select from the Buyer's List the buyer based upon the following criteria:

- The date of their mortgage pre-approval letter shall be the first priority for the selection of any tenant/buyer that HACP enters into a sales agreement from the property Buyer's List.
- In the event that two tenant/buyers have the same date on their mortgage pre-approval letter, HACP shall select the tenant/buyer based upon the tenant/buyer with a lower total debt-to-purchase price ratio.

In the event that a home does not sell during its initial sales offering, HACP may collect additional interested mortgage qualified tenant/buyers from either low income public housing residents or Section 8 voucher holders for an additional five (5) business day period and form a new Buyer's List to repeat the buyer selection process at HACP's discretion.

A. Tenant/Buyer Notification

The tenant/buyer who is selected by HACP to enter into a property sales agreement shall be notified by HACP and requested to execute a sales agreement.

B. Tenant/Buyers Not Selected From Buyer's List

Once HACP enters into a sales agreement with a tenant/buyer from the Buyer's List, the remainder of tenant/buyers not selected are released from this Buyer's List and are eligible to sign up for a new property Buyer's List.

C. Tenant/Buyer Fails To Comply With Sales Agreement

If HACP enters into a sales agreement with a tenant/buyer and the tenant/buyer fails to fulfill the terms and conditions of the sales agreement, the tenant/buyer shall not be eligible to participate in the Program for one (1) year following the date of the sales agreement.

If a tenant/buyer fails to complete the sales process and the tenant/buyer's sales agreement is terminated, HACP will review the property Buyer's List and the Homeownership staff will offer the property to the next qualified buyer as outlined in the Tenant/Buyer Selection Process. If no other tenant/buyers are remaining on the Buyer's List, HACP will form a new property Buyer's List, or will lease the unit as a standard LIPH scattered site rental unit to the next eligible family on the waiting list.

10. HACP OCCUPIED SCATTERED SITE TENANT/BUYER SELECTION

A. Occupied Scattered Site

If an HACP public housing tenant is currently leasing a scattered site, the occupying tenant has the right of first refusal to purchase the scattered site property. If the current family leasing the unit chooses not to purchase the unit in which they reside, but remain in good standing as a tenant, they may remain in the unit as leasing tenants. If an occupying tenant exercises the right of first refusal and fails to purchase the property, they may remain in the unit as a low-income public housing tenant as long as they continue as a tenant in good standing. In no case shall a tenant participating in the homeownership program who fails to purchase a home gain any rights to their dwelling beyond those rights of a low-income public housing tenant.

11. HOPE VI

No MTW Homeownership Program benefits may be applied to HOPE VI programs.

12. RECAPTURE OF HOMEOWNERSHIP ASSISTANCE

HACP does not participate in the recapture of home value appreciation.

13. BUYER FILES

Buyer files should contain copies of the following items and be maintained by HACP for a period of three (3) years following closing.

- a. Homebuyer education certificate from a HUD approved education provider
- b. Mortgage pre-approval letter from a lender
- c. Signed agreement of sale and purchase
- d. Buyer debt ratio calculation
- e. Documentation that buyer meets HACP eligibility
- f. HACP financial checks issued to or on behalf of buyer
- g. HUD-1 settlement statement
- h. Home Inspection Report
- i. Second mortgage calculation
- j. Closing costs assistance form

14. ACCOMMODATIONS FOR PERSONS WITH A DISABILITY

HACP is committed to making the Program accessible to persons with disabilities and will make outreach efforts to market the Program to such persons. HACP will address requests from those persons with disabilities through its reasonable accommodation policy and procedure to assure equal access to the homeownership program.

APPENDIX K: NO SMOKING POLICY

Housing Authority of the City of Pittsburgh

No-Smoking Policy

Definition – Smoking is defined as inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, pipe or other tobacco product or similar lighted product in any manner or form.

Non-Smoking Policy – The Housing Authority of the City of Pittsburgh is committed to becoming smoke free by July 30, 2018. Due to Health effects of second hand smoke, the increased risk of fire, and the increased maintenance costs, HACP has adopted a No-Smoking Policy whereby the HACP may designate areas or entire communities, and as such may prohibit smoking in any interior common area (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators), within all apartments of a specific community, and on any grounds or exterior properties owned and operated by the Housing Authority. In addition, any person with an oxygen tank is not permitted to smoke on HACP property, due to safety concerns. This policy and any designation under it will apply to all residents, guests, visitors, service personnel and employees. Residents shall promptly notify HACP Management in writing of any incident where tobacco smoke is migrating into resident's apartment from sources outside the apartment. No-smoking facilities: Mazza Pavilion is established as a no-smoking facility.

Lease Violations – Residents are responsible for the actions of their household members, guests and visitors. Visual observation of smoking is not necessary to substantiate a violation of the No-Smoking Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with the butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a Policy violation. Failure to adhere to the conditions of the No-Smoking Policy will constitute a serious violation of the Lease. Violations of the Policy will result in the following:

1st Occurrence – Management will issue a written notice requesting a conference to explain the reason and cause of the violation notice and corrective action required.

2nd Occurrence – Management will issue a warning Notice of Lease Violation.

3rd Occurrence – upon the third documented occurrence, HACP has the right to terminate the lease of the household and to impose costs to cover the cost of fumigating, repairing, or correcting damage caused by tobacco smoke.

Landlord Disclaimer: HACP's adoption of a No-Smoking policy does not in any way change the standard of care that the HACP has under applicable law to render the property safer, more habitable or improved in terms of air quality standards. HACP cannot and does not warrant or promise that the property will be free from secondhand smoke. Resident acknowledges that HACP's ability to police, monitor or enforce the No-Smoking Policy is dependent in significant part on voluntary compliance by residents and residents' guests. However, HACP will take reasonable steps to enforce the No- Smoking Policy. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that HACP does not assume any higher duty of care to enforce this Policy than any other HACP obligation under the Lease.

If and when HACP proposes to establish a No-Smoking Policy for a particular community, including within apartments within that community, residents of that community and persons on the waiting list for that community will be provided with notice and a public comment period of not less than thirty (30) days, and full consideration of all comments received will be completed prior to the offering of a revised lease.

Once this notice and comment period have been provided, any designation of a No-Smoking Policy at a community will be immediately effective upon the Landlord's offer of a revised Lease.

Smoking Cessation Support: The following resources can be utilized to assist in smoking cessation and this information will be made available at all locations where this policy is effective:

American Lung Association

www.lungusa.org

National Cancer Institute Smoking Quit Line

877-448-7848 or TTY at 800-877-8339

Mid-Atlantic Charter of the American Lung Association, covering Pennsylvania:

<http://www.lungusa.org/associations/charters/mid-atlantic/>

Smokefree.gov

www.smokefree.gov

Center for Disease Control

www.cdc.gov/tobacco/quit_smoking/how_to_quit/index.htm

Campaign for Tobacco Free Kids

www.tobaccofreekids.org/research/factsheets/pdf/047.pdf

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