

**16 Park Apartments**

**ADMISSIONS & CONTINUED OCCUPANCY POLICY**

**(ACOP)**

DRAFT

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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY GOVERNING**

16 Park Apartments

### **SECTION I. INTRODUCTION**

A. Purpose of Policy: The purpose of this Admissions and Continued Occupancy Policy, hereinafter referred to as “Policy”, is to govern admission and occupancy of the public housing units at 16 Park Apartments in the City of Indianapolis, Indiana. The 16 Park Apartments is a mixed-income community consisting of one hundred fifty five (155) residential apartments in eleven (11) buildings. There will be one hundred fifty five (155) low-income tax credit units, twenty-two (22) of which will receive public housing assistance.

B. Objectives: The objective of this policy is to promote the overall goal of drug free, decent, safe and affordable housing by:

1. Insuring a social and economic mix of residents within the development in order to foster social stability and upward mobility.
2. Allowing admission or continued occupancy to applicants or tenants who meet the requirements set forth in this document and whose presence in the community will not adversely affect the health, safety, comfort or welfare of other residents, the physical environment of the project or create a danger to Agent’s employees.

### **SECTION II. FAIR HOUSING POLICY**

This policy is subject to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract, Regulatory and Operating Agreement, Section 42 of the Internal Revenue Code of 1986, and state and local laws.

The management agent (the “Agent”) will not discriminate on the basis of race, color, national origin, religion, age, sex, handicap, or familial status in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, access to management and services, access to common facilities, treatment of residents and termination of occupancy.

### **SECTION III. DEFINITION OF TERMS**

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference including any subsequent amendments, as if fully set out herein.

Accessible dwelling units – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible

route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR §8.32 & §40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

Adjusted Income - Annual income less:

- A. \$480.00 for each Dependent;
- B. \$400.00 for an Elderly or Disabled Family;
- C. Any reasonable child care expenses for children under age 13 necessary to enable a family member to be employed or to further his or her education; and
- D. The sum of the following items, to the extent that the sum exceeds 3 percent of Annual Income:
  - a. Unreimbursed medical expenses for any elderly or disabled family; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability needed to enable an adult family member (including the member who is a person with disabilities) to work, but this allowance may not exceed the earned income of the family member age 18 and over who are able to work because of such attendant care or apparatus.

Annual Income - All amounts, monetary and non-monetary, that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the effective date of the annual reexamination. Annual income includes amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations.

- A. Income includes, but is not limited to:
  - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.
  - 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for

depreciation of assets used in a business or profession may be deducted, based on straight-line decline, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for straight-line depreciation. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current national passbook savings rate, as determined by HUD.
4. The full amount of periodic amount 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 payment (except as provided in paragraph B(13) below).
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided paragraph B(3) below).
6. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and

utilities. If the family's welfare assistance is radically reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.

c. Imputed welfare income based on the amount of income not actually received by a family member due to a reduction of benefits because of fraud or failure to comply with economic self-sufficiency programs.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (except for hostile fire pay, which is excluded below).

B. Annual income does not include the following: [24 CFR 5.609(c)]

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
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 (except as provided in paragraph A(5) above);
4. Amounts received by the family that is 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. (i) Amounts received under training programs funded by HUD; (ii) Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Achieve Self Sufficiency (PASS); (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; (iv) 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 IHA 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, resident initiatives coordination, and serving as a member of the IHA's governing Board. No resident may receive more than one such stipend during the same period of time; (v) 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.
9. Temporary, nonrecurring, or sporadic income (including gifts);
10. 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;
11. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the Head of the Household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;

13. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts; a lump sum payment covering the period from application to determination of eligibility;
14. 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;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in the above list of excluded income apply; or
17. Disallowance of increase in annual income as defined in 24 CFR §960.255(b).

Applicant – A person or a family that has applied for admission to the project.

Auxiliary Aids – Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR §8.3]

Citizen – Citizen (by birth or naturalization) or national of the United States. [24 CFR §5.504]

Co-Head of Household – One or two persons held responsible and accountable for the family.

Dependent – A member of the household (except foster children and foster adults) other than the Head of the Household, spouse, or Live-in Aide, who is under 18 years of age, or is a person with a disability, or is a Full-Time Student. [24 CFR §5.603]

Disabled Family – A family whose Head of the Household, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more Live-in Aides determined to be essential to the care and

well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR §5.403)

Displaced Family – A family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [24 CFR §5.403]

Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. [24 CFR §5.100]

Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities. [24 CFR § 5.603]

Elderly Family – A family whose Head of the Household, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or Live-in Aides, determined to be essential to the care and well-being of the elderly person or persons. [24 CFR §5.403]

Elderly Person – A person who is at least 62 years of age. [42 USC §1437a(b)(3)]

Extremely Low-Income Family – A family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. [24 CFR §5.603]

Family – Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together; or two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together.

Flat Rent - The established rent based on the rental value of each public housing unit (as determined by the Agent and IHA) designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. In no event will the flat rent for a tax credit unit exceed the permissible rent under the tax credit program. Each tenant family occupying a public housing unit must elect annually whether its tenant rent will be calculated as a “flat rent” or as an “income based rent”.

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. [24 CFR §5.603]

Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. [24 CFR §5.100]

Head of the Household – The family member (identified by the family) who is held responsible and accountable for the family.

Homeless – An individual or family that, but for this housing, lacks a fixed, regular, and adequate nighttime residence; or an individual or family that has a primary nighttime residence that is:

1. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
2. an institution that provides a temporary residence for individuals intended to be institutionalized;
3. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Individual with Disabilities - A person having a physical or mental impairment that:

1. is expected to be a long-continued and indefinite duration;
2. substantially impedes his/her ability to live independently;
- and
3. is of such a nature that such ability could be improved by more suitable housing conditions.

Involuntarily Displaced Applicant – An Applicant is or will be involuntarily displaced if the Applicant has vacated or will vacate (as described above) his or her housing apartment as a result of one or more of the following actions:

1. A disaster, such as flood or fire resulting in the inhabitability of an Applicant's apartment;
2. Activity carried on by an agency of the United States, or by any State or local governmental body or agency in connection with code enforcement, or a public improvement program, or developmental program;

3. Action by a housing owner that forces an Applicant to vacate his/her apartment, provided:
  - a. The reason for the owner's action is beyond an Applicant's ability to control,
  - b. The action occurs despite the Applicant's having met all previously imposed conditions of occupancy, and
  - c. The action taken is other than a rent increase.
  
4. Examples of actions taken by a housing owner that cause an Applicant to vacate an apartment include BUT ARE NOT LIMITED TO:
  - a. Conversion of the apartment to non-rental or non-residential use;
  - b. Closing of the apartment for rehabilitation or any other reason;
  - c. Notice to an Applicant that he/she must vacate an apartment for the owner's personal/family use or occupancy;
  - d. Sale of the apartment in which the Applicant resides under an agreement to vacate when possession is transferred;
  - e. Any other legal act that results or will result in the withdrawal of the apartment by the owner from the rental market.
  
5. The reasons listed above do not include vacating the apartment by the Applicant as a result of actions taken because the Applicant refused to:
  - a. Comply with applicable program policies or procedures under the 1937 Housing Act with respect to the occupancy of under-occupied or overcrowded units;
  - b. Accept a transfer to another housing apartment in accordance with the policies and procedures of a HUD-Approved desegregation plan.
  
6. An Applicant is also involuntarily displaced if:
  - a. The Applicant has vacated his/her housing apartment as the result of actual or threatened physical violence directed against the Applicant or one or more members of the Applicant's family by a spouse or other member of the Applicant's household.
  - b. The Applicant lives in a housing apartment with an individual who engages in such violence.

To qualify as involuntarily displaced by domestic violence, the Applicant must demonstrate that the violence occurred recently or is of a continuing nature. If the family is admitted, based on documentation presented by the Applicant, the Agent may terminate assistance to the family for breach of this certification.

7. An Applicant is also involuntarily displaced if:
  - a. Family members provided information on criminal activities to a law enforcement agency and based on an assessment of an actual or potential threat to the safety of family member(s), the agency recommends re-housing the family to avoid violence against family members as a reprisal for providing such information.
  - b. One or more members of the Applicant family have been victims of one or more hate crimes, and the family has vacated because of such a crime or the fear associated with such a crime. Hate crime shall be defined as: actual or threatened physical violence or intimidation that is directed against a person or his or her property because of the person's race, color, religion, sex, national origin, handicap, or familial status. Agent will attempt to determine whether the hate crime occurred recently or is of a continuing nature.
  - c. A member of the family has mobility or other impairment that makes the person unable to use a critical element of his/her apartment. This category of displacement applies only when the owner is not legally obligated to make changes to the apartment that would make the critical element accessible to the person with disabilities as a reasonable accommodation.

Kinship Care – An arrangement in which a relative or non-relative becomes primary caregiver for a child or children but is not the biological parent of the child or children.

Live-in Aide – A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities who: (1) is determined by the Agent to be essential to the care and well being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. [24 CFR §5.403]

The Agent's policy on Live-in Aides stipulates that:

1. Before a Live-in Aide may be moved into an apartment, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the apartment and comply with the lease terms as the result of such care;

2. Move-in of a Live-in Aide must not result in overcrowding of the existing apartment (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger apartment);
3. Live-in Aides have no leasehold rights to the apartment as a remaining member of a resident family;
4. Relatives who satisfy the definitions and stipulations above may qualify as a Live-in Aide but only if they sign a statement prior to moving in relinquishing all right to the apartment as the remaining member of a resident family.
5. A Live-in Aide can be a single person. A Live-in Aide with a family may also be considered for admission to the apartment provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing apartment. The Live-in Aides and adult members of the Live-in Aide's family must meet the Agent's screening requirements with respect to past behavior especially:
  - a. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
  - b. Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which adversely affect the health, safety, or welfare of other residents or staff or cause damage to the apartment or the development; and
  - c. A record of eviction from housing or termination from any other residential programs.

Low-Income Household – A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families. [42 USC §1437a(b)]

Minimum Rent - In accordance with Section 507 of the Quality Housing and Work Responsibility Act of 1998, minimum rent requirements have been set at \$50 for public housing residents in 16 Park Apartment units. The act also requires the Agent to waive minimum rents for an indefinite period of time for public housing families with a long-term financial hardship, upon request of the tenant. The resident must provide Agent with reasonable documentation to substantiate the financial hardship.

A financial hardship includes the following situations:

1. The family is awaiting an eligibility determination to receive federal, state or local assistance (includes legal aliens entitled to receive assistance under the INA).
2. The family's income decreases due to changed circumstances, loss of employment or a death in the family.
3. The family will be evicted as a result of non-payment of the minimum rent.

Financial hardship status will be granted immediately to public housing families requesting a hardship exemption for a period of 90 days. When the family requests a hardship exemption, the minimum rent requirement will be immediately suspended until a determination can be made by Agent as to the validity of the hardship exemption and whether it is temporary or long term. A short-term hardship is defined as any hardship lasting 90 days or less. A long-term hardship is defined as any hardship lasting 91 days or longer. Notwithstanding anything contained in the section, the minimum rent provisions referenced above shall not apply to residents occupying non-public housing units who have a Section 8 voucher or certificate.

Minor – A minor is a person less than 18 years of age. An unborn child will not be considered a minor. (See definition of dependent.) Some Minors are permitted to execute contracts, provided a court declares them “emancipated”.

Near-Elderly Family – A family whose Head of the Household, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more Live-in Aides determined to be essential to the care or well being of the persons. [24 CFR §5.403]

Near-Elderly Person – A person who is at least 50 years of age but below 62, who may be a person with a disability. [42 USC 1437a(b)(3)]

Net Family Assets – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR §5.603]

1. Real property (land, houses, mobile homes).
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals).
3. Cash value of whole life insurance policies.
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds).

5. Other forms of capital investments (business equipment).

Net cash value is determined by subtracting the reasonable cost likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such cost are: brokerage or legal fees, settlement cost for real property, or penalties for withdrawing saving funds before maturity.

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

Single Person – A person living alone or intending to live alone, and who is **not** an Elderly Person, a Near-Elderly Person, a Disabled Person, a Displaced Family, or the remaining member of a resident family, or a single, pregnant woman.

Spouse – The husband or wife of the Head of the Household.

Resident Rent – The amount payable monthly by the family as rent to the Agent. Where all utilities (except telephone) and other essential housing services are supplied by the Agent, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential Housing Services are not supplied by the Agent and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Resident Payment less the Utility Allowance.

Tax Credit Requirements - Any and all matters required by Section 42 of the Internal Revenue Code of 1986, as amended, or any other agreement made as a condition of receipt of tax credits, whether or not such requirement is explicitly stated in section 42 or regulations thereunder.

Total Resident Payment (TRP) – The TRP is the highest of the following amounts, rounded to the nearest dollar: (1) 30% of the family's monthly Adjusted Income; (2) 10% of the family's monthly Annual Income; (3) Minimum Rent; or (5) if elected by the resident, Flat Rent.

Transitional Housing – Housing which has the purpose of facilitating the movement of homeless individuals or families to independent living within a reasonable amount of time (usually 24 months).

Uniform Federal Accessibility Standards – Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR part 40. See cross reference to UFAS in 504 regulations, [24 CFR §8.32(a)]

Utilities – Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewage services. Telephone service and cable or satellite television service is not included as a utility. [24 CFR §965.473]

Utility Allowance - If the cost of utilities (except telephone and cable television) and other housing services for a public housing unit is not included in the Resident Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Agent or HUD, under 24 CFR Part 965, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances should be consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement – Funds that are reimbursed to a resident or to the utility company on the residents behalf if the Utility Allowance exceeds the Total Resident Payment. Utility Reimbursement is not applicable to a resident choosing to pay Flat Rent. [24 CFR §5.603]

Very Low-Income Family – Very low-income family means a family whose Annual Income does not exceed fifty percent (50%) of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by HUD. [24 CFR §5.603]

Welfare Assistance – Income assistance from federal or state welfare programs, including Temporary Assistance to Needy Families (TANF). Welfare assistance does not include assistance solely for the purpose of meeting housing expenses nor does it include programs that provide services for working families such as healthcare and children. [24 CFR §5.603]

#### **SECTION IV. ELIGIBILITY FOR ADMISSION AND APPLICATIONS**

A. Eligibility for Admission. It is the Agent's policy to admit only Applicants who are eligible and able to meet the applicant selection standards. An Applicant is qualified if he or she meets all of the following criteria:

1. Any Applicant applying as Head of the Household must be at least 18 years of age or an emancipated Minor;
2. Anyone in the household 18 years of age or older must complete a separate application;
3. Applicant must demonstrate the ability to pay rent and other charges as required by the lease in a timely manner - The following criteria are to be used for assistance in determining the ability of the Applicant to pay rent:

- i. Availability of Income to Pay Rent: Rent should not exceed 30% of gross Annual Income.
  - ii. Use of Rental Assistance: The use of any rental assistance will be added to the Applicant's Annual Income when determining the Applicant's ability to make monthly rent and utility payments.
  - iii. Payment History: Two occurrences of non-payment or late payment of rent to a prior landlord during the past year will be considered an unfavorable rental record, unless the family can provide proof of hardship.
  - iv. Applicant(s) who owe a balance to a previous or current landlord will be rejected until the account is paid in full, unless previous arrangements for repayment have been made and regular payments are current. Reasonable assurance must also be obtained that the contributing causes for nonpayment have been sufficiently changed to enable the family to pay, when due, rent and other expenses relating to the occupancy of the apartment.
  - v. A spouse will not be required to pay any previous balance before admission if his/her spouse was the former lessee, provided there is legal documentation evidencing a divorce or separation. In any event, the former lessee with an unpaid balance will not be added to the lease until the amount is paid in full.
  - vi. Residential History: In order to meet the selection criteria, the Applicant must have none of the following documented in their resident file:
    1. Previous misrepresentations of income or family composition;
    2. Failure to cooperate fully in an annual or interim review process within 12 months prior to relocation;
    3. Negative landlord references;
    4. Unsatisfactory home visit inspections; or
    5. Documented court action regarding willful destruction of IHA or other rental property (includes all members of household and visitors);
4. The apartment must be the household's only residence;
  5. Applicant must meet the apartment size standards;
  6. Applicant must meet citizenship status requirements. Applicant must be able to provide official documentation that each member of the household is a U.S. citizen, or a non-citizen who has eligible immigration status;
  7. Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers;
  8. Applicant and all household members over 18 (including Live-In Aides) must pass a Class 1 drug test screening for illegal drugs including marijuana, cocaine, heroin, PCP, and methamphetamines.
  9. The household's Annual Income must not exceed the guidelines specified in the Low Income Housing Tax Credit restrictions of Section 42 of the Code. The income limits used by the Agent for admission are established by HUD

and usually change on an annual basis. In no case will an Applicant be admitted to a tax credit unit if the Applicant Family's income exceeds the tax credit income limits.

10. Applicants whose household, in its entirety, consists of Full-Time Students any of whom do not meet one of the exemptions listed below will not be considered eligible for housing. For the purposes of Section 42 of the Code, a Full-Time Student is one who attends, or plans to attend during the next twelve months, an educational organization which normally maintains a regular facility and curriculum for a minimum of five months per calendar year and is considered a full time student by the institution.

Exemptions Include:

- i. Any one of the students filing a joint federal income tax return. A copy of the joint federal tax return must be included in the Applicant's file;
  - ii. A household consisting of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party;
  - iii. A household receiving assistance under Title IV of the Social Security Act;
  - iv. A household receiving Temporary Assistance for Needy Families; or
  - v. A member of the household enrolled in and receiving assistance under the Job Training Partnership Act or similar governmental job training program.
11. Applicants that apply for public housing , Housing Choice Voucher or Project Based Section 8 assisted units may not continue to receive rental assistance on any other housing after the time of move-in;
  12. Applicant must attend and successfully complete the mandatory Pre-Occupancy Orientation session;
  13. Applicant must provide favorable credit history - A credit report must be obtained for all incoming residents and is used as an indicator of the Applicant's history and ability to pay bills. The Applicant's credit history for the past five years will be the focus of examination. Should the Applicant have an open bankruptcy, a balance owed to a utility company(s), monthly debt that would inhibit the Applicant's ability to pay rent, or previous or current evictions shown on the credit report, the Applicant will be denied until any balances are paid in full, and Applicant meets all of the requirements for residency. Agent will not consider past due medical or student loans as debt. The Fair Credit Reporting Act prohibits discussion of the credit report by anyone other than the credit reporting agency. Applicants who are denied residency on the basis of credit history will be notified through a letter compliant with the Fair Credit Reporting Act.

14. An Applicant must be able to prove the absence of criminal activity - A criminal background check will be run on all adults age 18 or older. Juvenile records will not be checked.

Applicants who have a history of criminal activity may be denied based on the nature of the crime and the number of years since conviction. Family members or other occupants expected to reside in the household are subject to the same requirements and any violations will be reflected onto the primary Applicant. This category of applicants includes, but is not limited to:

- a. Any Applicant who is currently involved, or has a history of, any criminal activity involving physical violence to person or property, the nature of which would be harmful to the safety or welfare of other residents or the peaceful occupancy of the premises;
- b. Any Applicant who has been convicted of, or arrested in connection with any of the following may be denied residency:
  - i. Drug-related criminal activity, drug manufacturing or drug distribution;
  - ii. Assault and battery;
  - iii. Illegal sexual conduct;
  - iv. Arson;
  - v. Murder;
  - vi. Theft, vandalism, robbery, breaking and entering;
  - vii. Unlawful use of a firearm;
  - viii. Fraud;
  - ix. Disturbance of the peace and quiet enjoyment; or
  - x. Willful destruction of property

If a misdemeanor is five (5) years old with no other criminal history since, or a felony is ten (10) years old with no other criminal history since it is subject to review by Agent. If a criminal charge is pending, the application will be put on hold until a judge's ruling.

Any Applicant who is a registered sex offender, or has been convicted of manufacturing or producing methamphetamines is barred from admission for life.

Public housing residents are subject to the additional screening criteria of the U.S. Department of Housing and Urban Development's "One Strike and You're Out" policy as defined in HUD's Policy Directive 96-16.

15. Applicant must provide evidence of school enrollment - Verification will be made that all children ages six (6) to seventeen (17) are enrolled and attending school. The Head of the Household must immediately report any household member that has dropped out of school. The leaseholder must provide evidence that the school drop out is engaged in Family Self-Sufficiency

Program activities authorized by the IHA or its case management entity and Agent for 20 or more hours a week within six (6) months of dropping out of school;

16. Applicant must provide evidence of ability to properly maintain a home and common areas - An in-home visit may be conducted at the current place of residence prior to application approval. The Agent may inspect the home for areas including, but not limited to, damages caused by resident, general cleanliness, utilities, and approximate number of occupants. Applicant must demonstrate the ability to care for and avoid damaging the apartment and common areas and to use common areas, facilities, and equipment in a reasonable and appropriate manner;
17. Applicant's ability and willingness to comply with the essential lease requirements will be verified. Information to be considered in completing Applicant screening shall be reasonably related to assessing the conduct of the Applicant and other family members listed on the application, in present and prior housing. The history of the Applicant's conduct and behavior must reasonably demonstrate that the Applicant family can be expected not to:
  - a. Interfere with other residents in such a manner as to diminish the peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - b. Adversely affect the physical environment or financial stability of the community; or
  - c. Violate the terms and conditions of the lease..

B. Application Process.

1. Acceptance of Applications and Waiting Lists. Anyone who wishes to be admitted to 16 Park Apartments, or be placed on one of three waiting lists, will be given an application for admittance unless the waiting list is closed and no applications are being accepted. There will be three separate waiting lists kept for 16 Park Apartments: (i) Public Housing Waiting List, (ii) Tax Credit Waiting List, and (iii) Section 8 Project Based Waiting List. If there are a sufficient number of households on a waiting list to fill all anticipated vacancies within that income tier for one year, that waiting list will be closed. Once one of the lists is closed, no applications will be accepted for that waiting list, until the number on the list falls below the number of households anticipated to fill vacancies for six months. If the Public Housing Waiting List is closed, Agent will make the closure known to the public through publication in a newspaper of general circulation and other suitable means.

Periodically, Agent will attempt contact with each person on the waiting list to determine if they are still in need of assistance.

All applicants are placed on the wait list in chronological order according to the date and time of completed applications. However, Applicants may

not be selected in that same order in order to remain compliant with The Quality Housing and Work Responsibility Act (QHWRA) requirements. 16 Park Apartments Residents Selection Criteria will comply with the requirements of the QHWRA of 1998. Twenty-Two (22) of the one hundred fifty five (155) units in 16 Park Apartments are subject to the Act. In addition, more restrictive income guidelines may apply as required by the Land Use Restriction Agreement, (e.g. below 30%, 40% and 50% of area median income) beyond the restriction of 60% of Area Median Income or below set forth in Section 42 of the Internal Revenue Code of 1986.

2. Applications. Applications will be accepted between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, except designated holidays, at the following address (hours may be expanded at the discretion of the Agent):

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The application will be filled out completely including all preliminary information regarding eligibility, apartment size, addresses, and dates. Applicants should be instructed to place N/A wherever questions do not apply to them.

Applications must be signed and dated by Applicant, spouse and/or co-applicant and Agent.

Applicant will be expected to contact the site office immediately, in writing, if there is any change of information that is stated on their application. This includes, but is not limited to, increase or decrease in family size, change in reported income, change of address or phone number, etc.

The location, facilities and circumstances for accepting applications will afford persons the greatest opportunity to apply. Individuals, who have a physical impairment, which would prevent them from completing an application in person, may call the Agent to make special arrangements. A Telecommunication Device for the Deaf (TDD) is also available. If the Applicant is visually impaired, all notices must be in a format readable to the Applicant.

3. Determination of Ineligibility. Upon receipt and after initial review of the application, ineligible Applicants will be notified of their ineligibility, according to HUD guidelines and Agent's resident selection policies.

4. File Maintenance. The Agent will keep a copy of each Applicant's application for admission in the Applicant's file. Any other occupancy information the Agent collects must be retained for at least three (3) years or in accordance with Federal Regulations. This will include data on current applicants and residents, and applications from families who were never admitted. Agent's records with respect to applications for admission to any of the public housing units shall indicate for each application the date and time of receipt; the determination by Agent as to eligibility or ineligibility of the applicant; when eligible, the apartment size for which eligible; the preference rating, if any; and, the date, location, identification, and circumstances of vacancy offered and accepted or rejected.

C. Verification and Documentation.

1. Families are required to provide Social Security Numbers (SSN) for all family members age six (6) and older prior to admission.
2. All members of the family defined above must submit a valid Social Security card issued by the Social Security Administration. If an Applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the Agent to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- a. Driver's license, that displays the SSN
- b. Identification card issued by a Federal, State or local agency
- c. Identification card issued by an employer or trade union
- d. Identification card issued by a medical insurance
- e. Company Earnings statements or payroll stubs
- f. Bank statements
- g. IRS Form 1099 or W-2 Form
- h. Benefit award letters from government agencies
- i. Medicaid Cards
- j. Unemployment benefit leave
- k. Retirement benefit
- l. Life insurance policies
- m. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
- n. If Agent verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the

Social Security Administration may be considered documentation of its validity.

- o. Applicants will not be placed on the waiting list until the documentation is provided and verified. Applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation.

1. The following items will be verified:
  - a. Family composition and type (Elderly/non-elderly);
  - b. Annual Income;
  - c. Assets and Asset income;
  - d. Allowance Information;
  - e. Preferences (as set forth in this policy);
  - f. Social Security numbers and Birth Certificates of all family members;
  - g. Citizenship or eligible non-citizenship status; and
  - h. Any other facts that Agent deems appropriate.
  
4. Verification of the following must be received in written form **from a third party**, as appropriate:
  - a. Verification of banking
  - b. Verification of child support
  - c. Verification of employment
  - d. Verification of pension
  - e. Verification of recurring gift
  - f. Verification of rental history
  - g. Verification of social security benefits
  - h. Verification of welfare benefits
  
5. Additional documentation that may be required in determining eligibility for admissions:
  - a. Temporary Assistance To Needy Families (TANF)
  - b. Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
  - c. Child Care Verification
  - d. Credit References (at initial admission or when adding someone to the lease)
  - e. Credit Bureau Reports (at initial admission or when adding someone to the lease)
  - f. Assets Verification
  - g. Marital Status- Separation means the ending of co-habitation by mutual agreement. If an Applicant is divorced or separated and has children by that spouse, applicant must provide at least one of the

verifications listed: (i) A final divorce decree (applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced); or (ii) Verification that applicant is pursuing child support through Department of Family and Social Services, Child Support Department or The Clerk's Office. If applicant is receiving child support, then applicant can make arrangements to have the child support paid through the court system, either through the clerk's office, Department of Family and Social Services, or through a court referee. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Family and Social Services for former spouse's children. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that both filed from different addresses.

- h. Personal References: Personal references may be used when an applicant cannot produce prior rental history records.
- i. Supplemental Social Security Income (SSI) Benefits
- j. Unemployment Compensation
- k. VA Benefits
- l. Any other reasonable information needed to determine eligibility requested by the Agent, which may include police reports.

6. All responses to written requests for verification must be received within two (2) weeks of distribution. If no response is received, Applicant must resend verifications immediately. If a second verification is not received within a two-week period, it will be necessary for Agent to follow-up with telephone verification or other appropriate action, which must be properly documented by Agent by recording the results in the file, dated and signed by Agent. Verifications are valid for a three-month period and must be re-verified after that time. If third party verification is not obtainable, a signed affidavit from the Applicant with a penalty fraud clause provided by Agent is acceptable, with the exception of third party verifications required for public housing applicants. All verification forms will be HUD and tax credit approved forms and will not be changed or altered.

**NOTE: APPLICANT WILL BE PLACED ON WAITING LIST BASED ON "PRESUMPTIVE" ELIGIBILITY. THE AGENT MAY NOT ACTUALLY VERIFY VARIOUS INCOME AND OTHER FACTORS UNTIL THE APPLICATION NEARS THE TOP OF THE WAITING LIST.**

- D. Grounds for Denial of Admission. Agent is not required nor obligated to admit any Applicant who:

1. Owes rent, other monies, or judgments to IHA or any other landlord. At Agent's discretion, the Applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and successful completion of all necessary verification.

**Note: Applicants that owe IHA or any other federally subsidized program funds will not be processed for occupancy. The Applicant must pay the funds owed prior to the application being processed. After the application is processed the Applicant must meet all other conditions for occupancy. Repaying funds that are due does not necessarily qualify an Applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to IHA, which has been discharged by bankruptcy, shall not be considered in making this determination.**

2. Has been evicted by a previous landlord (including IHA), or if the Applicant vacated a prior apartment in violation of the lease within the last five (5) years.
3. Intentionally misrepresents income, family composition or any other information affecting eligibility. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
4. Did not provide information required within the time frame specified during the application process.
5. Has a history of not meeting financial obligations, especially the payment of rent.
6. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits, which may adversely affect the health, safety or welfare of the other tenants.
7. Has engaged in drug-related criminal activity or violent criminal activity. Agent shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
8. Has a history of criminal activity, including, but not limited to, crimes involving physical violence to persons or property and other criminal activity that may adversely affect the health, safety, or welfare of other tenants. For more detailed information regarding the evaluation of criminal history, see the Eligibility Requirements set forth in Article IV hereof.

9. During the interview process the applicant demonstrates hostile behavior that indicates the prospective applicant may be a threat to our public housing residents.
10. Applicant or any household member over 18 (including Live-In Aides) fails the Class 1 drug test screening for illegal drugs including marijuana, cocaine, heroin, PCP, and methamphetamines.

**Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if Agent has reason to believe that the conduct of the Applicant would be likely to interfere with other tenants in such a manner to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the Applicant were admitted to the project.**

- E. Notification of Denial and Appeals Process. Denied and cancelled applicants will be filed in alphabetical order by name. Those denied will receive a letter stating the reason(s) for denial. If an application is denied, the Applicant has the right to appeal the decision. The process is as follows:
1. Application is denied and Agent writes a letter to applicant stating the reason for the denial within ten (10) business days of receipt of the Application and all required verifications. The denial letter will provide the opportunity for the Applicant to respond in writing addressing the reason(s) for denial, including tendering additional documentary evidence and describing extenuating circumstances (“Response Letter”). The Agent must receive the Response Letter within thirty (30) days of sending the denial letter.
  2. The Response Letter will be reviewed by a panel comprised of representatives of the Agent and project owner, and if the denial is of a public housing resident, the Indianapolis Housing Agency. The panel will send a response to the applicant within thirty (30) days of receipt of the Response Letter.
  3. If the Applicant applied for public housing, and the panel affirms the denial, the Applicant will be informed in writing of the right to request an informal hearing within ten (10) business days.
  4. If the public housing Applicant requests an informal hearing, the Agent will contact the Applicant with a date for the informal hearing within ten (10) business days of receipt of the Applicant’s written request for a hearing. The appeal will be heard by the head of company of the Agent or his designee and the Housing Management Director or designee.

5. The Applicant shall be notified of the final decision reached in the informal hearing by mail within fifteen (15) days. If the decision reversed the denial, the Applicant shall be placed in the front of the waiting list for the required bedroom size.

## **SECTION V. RESIDENT SELECTION AND ASSIGNMENT PLAN**

- A. Approval Guidelines: Applicants shall be advised that a final decision on approval cannot be made until all verification procedures are completed and the application is approved. The Agent reserves the right to deny admission to Applicants if it is determined that any member of the household does not meet any of the following criteria. All Applicants for public housing units will be screened in accordance with HUD regulations (24 CFR part 960) and sound management practices.

Once the initial application is processed and the Agent has considered it to be intact and eligible, it is sent to the Management Agent's compliance department for final approval. No Applicant can move in or be approved without the signature of compliance personnel. During screening, Agent will determine Applicants' ability to comply with essential provisions of the lease through an assessment of objective evidence of applicants' current and past behavior, including the ability to:

1. Eligibility Verification Documentation - Provide all of the verification and documentation set forth in Article IV.
2. Pay Security Deposit or Rent - Applicants unable to pay the security deposit and/or first month's rent in full prior to their move-in date will be placed at the bottom of the appropriate waiting list for future consideration. Agent reserves the right to accept a security deposit in installments, however, all balances must be paid prior to move-in. Available units shall not be held vacant for more than 30 days.
3. Pay Utility Services - Applicants will be denied if they are unable to provide a confirmation number given by the Utility companies that service can be connected. Upon receipt of this number the Agent will verify with the utility company in whose name the service will be placed. Services must be connected in the name of the Head of the Household or Co-Applicant.

- B. Order of Selection: Applications will be filed in the following hierarchical order:
1. Preferences, if applicable; and Apartment size/type needed by applicants; and
  2. Apartment size/type needed by applicants; and

3. Date and time of successful completion of all necessary verification; and
  4. Provided, however, the provisions of the income targeting, contained within this policy, shall supercede the selection of applicants based on date and time and preference points, if applicable, and allow Agent to skip families on the waiting list to accomplish this goal.
- C. Waiting Lists: All applicants should be informed of the approximate waiting period. This can be done by determining the number of applications on the waiting list for that size and type apartment and then deciding what the anticipated turnover will be for the next twelve months.
1. Management:
    - a. All waiting lists are to be kept in chronological order, by the date and time that the completed application was received. Waiting lists should also include applicant's name, preferences, income and eligibility status.
    - b. There will be three waiting list kept. The first will be for the 22 Tax Credits/Public Housing Units and the second will be for -65 Section 8 Project Based/Tax Credit Units, and the third will be for the 68 Tax Credit Units Only.
    - c. Through written correspondence the waiting list will be updated semi-annually. Those applicants failing to respond within 10 business days will be removed from the waiting list.
  2. Process:
    - a. A minimum of two applications will be processed for every anticipated vacant apartment. When an apartment is available, the next two applicants with the earliest dated application will be contacted. For the Public Housing units, the contact will be made based on the earliest dated application within the preferences rankings set forth in this policy.
    - b. Agent will note any conversations with the Applicant by written and dated documentation on the application or attached to the application. Copies of letters sent to the Applicant must be attached to the application. Any changes due to family size and/ or other characteristics may result in an application being moved to the appropriate unit size waiting list or placed on an inactive waiting list until the appropriate unit size waiting list is open.
    - c. If an applicant refuses an appropriately sized apartment, that unit will be immediately offered to the next applicant in line. When an applicant refuses an apartment, that applicant shall be placed at the bottom of the waiting list. Two refusals of an apartment will result in applicant being removed from the wait list.

- d. Once removed from the waiting list an applicant must wait 60 days before reapplying or when applicants are being accepted, whichever is later.
- e. The Applicant must accept the vacancy offered within two (2) working days of the date the offer is communicated (by phone, mail or the method of communication designated by the Applicant) or, be dropped from the qualified applicant list. If an Applicant is willing to accept the apartment offered, but is unable to move at the time of the offer and presents, to the satisfaction of Agent, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:
  - i. A health professional verifies temporary hospitalization or recovery from illness of the Head of the Household, other household members or Live-in Aide necessary to the care of the Head of the Household; or
  - ii. The apartment is inappropriate for the Applicant’s disabilities.

The Applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, to Agent’s satisfaction, the refusal of the offer shall not require that the Applicant be dropped from the waiting list or otherwise affect the family’s position on the waiting list.

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

3. Waiting List Preferences:

- a. Agent may give preferences to Applicants on the waiting lists or may add Applicants to a waiting list based on certain family characteristics and income mix requirements of the project. Applicants must provide verification of qualification for any preference.
- b. Preference will be given for the Public Housing Units in the following order:
  - i. Displaced Families;
  - ii. Active participants in IHA’s Family Self-Sufficiency (FSS) program, the G.R.O.W. Program.
- c. Note that while preference will be given to those listed above for the public housing units, these families are also eligible to apply

for the 68 tax credit only units and the 65 Project Based Section 8 units as well, without preference.

- d. Change in Preference Status while on the Waiting List:
  - i. Applicants who experience a change in circumstances that either qualifies or disqualifies them for a preference will be required to contact Agent immediately so their status on the waiting list may be updated.
  - ii. Upon determination that the family qualifies for a preference, they will be moved up on the waiting list in accordance to their preference(s), any ranking preference(s), and their date and time of application.

- D. The Preference System: The preference system set forth in this policy is used to establish the order of placement on the waiting list, not to guarantee admission, and every Applicant must still meet the other resident selection criteria of this policy before being offered housing. There may be factors other than preferences that affect the selection of applicants from the waiting list.

The preference system described in this policy will work in combination with requirements to match the characteristics of the family to the type of apartment available including units with targeted populations. When such matching is required or permitted by current law, Agent will give priority to the families described below. The ability to provide priority for family types will depend on the apartment size available.

The following factors will affect the Applicant selection process:

1. Units with Accessible Features. Agent will give priority to families that include persons with disabilities who can benefit from the apartment features. If no family can be found for an apartment with accessible features, Agent will house a family not needing the apartment features subject to the procedures described herein for transfers. Under this policy a non-disabled family in an accessible apartment can be required to move to the next available appropriately sized unit in the development so that a family needing the apartment features can take advantage of the apartment.
  2. Higher or Lower-Income Applicants. Agent will give a priority to higher or lower income Applicants in order to achieve the required income mixing for the project.
- E. Occupancy Guidelines:
1. It is Agent's policy that unit occupancy should be by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under utilization. If there

is a change in household size, the leaseholder must notify the Agent within ten (10) days.

2. Assignment of apartments by bedroom size shall be made by considering the following factors:
  - a. The number of full-time household members;
  - b. The number of children anticipated to reside in the apartment;
  - c. The number of live-in attendants, if appropriate;
  - d. The number of children away from the household due to school;
  - e. The number of unrelated adults who would not be required to share a bedroom;
  - f. The number of different generations within an apartment not required to share a bedroom;
  - g. Members of the household with physical or mental handicap may receive accommodation, including additional living space required for special equipment, with doctor's certification; and
  - h. Upon the request of the applicant, gender of children may be considered.

Any household members who may be temporarily absent from the household for fewer than six months will be counted toward household size, including temporary placement in foster care or kinship care. Those temporarily absent must be included on the lease, and all applicable HUD forms and tenant income certifications. An unborn child may be counted as a person in determining apartment size. A single pregnant woman may be assigned to a two-bedroom apartment.

3. The following general apartment maximum and minimum number of persons per apartment will govern the assignment of a family of a given size and composition.

Occupancy Chart:

Apartment Size	Minimum Number Of Occupants	Maximum Number Of Occupants
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8

4. If a non-public housing household falls out of compliance with the above occupancy standards due to a change in family size, the household shall be placed on a transfer waiting list for an appropriate size apartment within the development. If a household is too large for the apartment due to an increase in family size and no appropriate size apartment is available to

accommodate the family within the development, management may assist the family in securing an appropriate apartment in another development under its management. If the household is unsuccessful in securing an appropriately sized unit in another location during the lease term, household size may be taken into consideration upon lease renewal. Special considerations may be made based on medical or other extenuating circumstances. These exceptions must be discussed and approved by the Agent.

5. If the unit size is no longer appropriate for a public housing household, the leaseholder must fill-out an Indianapolis Housing Agency transfer form and receive approval from the IHA Housing Management Director or designee to be placed on a transfer list within the existing community. The IHA may also consider transfers from the development to a site owned by the IHA if certain conditions in Section V.G. hereof are met.
6. Units will be assigned so that:
  - a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the written request of the family.
  - b. For verified reason of health (disability, addition of a Live-in Aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.
  - c. Two children of the opposite sex (where one or both are 5 years of age or older) will not be required to share a bedroom except at the written request of the family.
  - d. The living room will not be used as a bedroom except at the written request of the family.
  - e. A single Head of the Household parent shall not be required (but may choose) to share a bedroom with his/her children.

**IMPORTANT:** The above options will be discussed with each Applicant family. Families will also be updated as to the status and movement of each bedroom size waiting list maintained by Agent. Families shall be asked to declare in writing the bedroom size list on which they wish to be placed within the minimum and maximum ranges set forth in the occupancy chart above. If a family opts for a smaller apartment size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the apartment assigned at their request until their family size or circumstances change.

7. Before offering a vacant accessible apartment to a non-disabled Applicant, Agent will offer such units:

- a. First, to a current occupant of another apartment of the development having a disability that requires the special features of the vacant apartment (in effect, a transfer of the occupant with disabilities from a non-adapted apartment to the vacant accessible/adapted apartment); and
  - b. Second, to an eligible qualified Applicant on the waiting list having a disability that requires the special features of the vacant apartment.
8. When offering an accessible/adaptable apartment to a non-disabled Applicant, Agent will require the Applicant to agree to move to an available non-accessible apartment within thirty (30) days when either a current resident or an Applicant needs the features of the apartment. This requirement will be reflected in the lease agreement signed with the Applicant or a lease addendum.

F. Leasing and Occupancy of Dwelling Units

1. It is Agent's policy that all public housing units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR Part 966). All leases for all units in the development must have minimum twelve (12) month terms.
2. Applicant folders will be processed at initial intake. Agent, in agreement with site base waiting list requirements, will perform initial intake, manage the waiting list, screen applicants, and make offers of housing. Offers may be made in person, by phone, or in writing.
3. When offering units, Agent will provide the Applicant with a brief property and unit description and other information to help orient the applicant to the unit and the development. If the Applicant preliminarily accepts the offer of an apartment, Agent will schedule a date to show the apartment to the Applicant.
4. Once the apartment is shown and the Applicant accepts the apartment, the security deposit and all the rent is paid, the Agent will execute a lease. If the Applicant refuses the apartment, the reason for refusal must be obtained in writing from the Applicant. The applicant must sign the "Apartment Offer and Refusal" form. The Agent will review the form and determine whether the refusal was for "good cause." No Applicant will be expected to sign a lease for an apartment that is not ready for occupancy.
5. Applicant is required to report, in writing, changes in family composition, income, or status between the time of the interview with the Applicant and the showing of the apartment. The necessary information will be obtained

and processed for placement in Applicant's file. Agent shall not lease units to families whose occupancy will create an over or under housed situation. (Over-housed, family is too small for the apartment; under-housed, family is too large for apartment.)

6. The lease shall be signed by the Head of the Household, spouse, and all other adult (18 years and older) members of the household accepted as a resident family and by an authorized representative of Agent, prior to actual admission.
7. If a resident transfers from one apartment to another within the development, a new lease will be executed for the dwelling into which the family moves. If the new unit is a tax credit unit, a new application and verifications must be completed.
8. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Head of the Household, spouse, and all other adult (18 years and older) members of the household accepted as a resident family, and by an authorized representative of Agent.
9. Only those persons listed on the most recent re-certification form shall be permitted to occupy a dwelling apartment. Except for natural births to family members, any family seeking to add a new member must make the request to the Agent in writing for approval prior to the new member occupying the apartment. Following receipt of a family's request for approval, Agent will conduct a pre-admission screening of the proposed new member. Only new members approved by Agent following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which juvenile justice records are not made available who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders. Examples of situations where the addition of a family member is subject to screening are:

- a. Resident plans to be married and files a request to add the new spouse to the lease;
- b. Resident is awarded custody of a child at or over the age for which juvenile justice records are available;
- c. Resident desires to add a new family member to the lease, employ a Live-in Aide, or take in a foster child(ren);
- d. An apartment is occupied by a remaining family member(s) under age 18 (and not an emancipated Minor) and an adult, not a part of the original household, request permission to take over as the Head of the Household; or
- e. Family member takes custody or guardianship over Minor children who reside.

**Note: All changes in family composition must be reported in within (10) days from the date of the change, whether adult or Minor.**

Residents who fail to notify Agent of additions to the household will be in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by Agent and the entire household will be subject to eviction.

10. Family members over age 18 who move from the dwelling apartment to establish new households shall be removed from the lease. The resident has the responsibility to report the move-out within ten (10) calendar days of its occurrence. These individuals may be re-admitted to the apartment provided that they meet the resident selection criteria and otherwise satisfy the screening requirements hereof or they may apply as a new Applicant for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by Agent in making determinations under this paragraph.

#### G. Resident Transfers

1. Objectives of the Transfer Policy:
  - a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
  - b. To facilitate a relocation when required for modernization or other management purpose.
  - c. To facilitate relocation of families with inadequate housing accommodations.
  - d. To eliminate vacancy loss and other expense due to unnecessary transfer.

It is Agent's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents may be transferred to accommodate a disability.

2. Agent has two types of transfers:
  - Emergency
  - Administrative
- a. Emergency Transfers are permitted when the apartment or building conditions pose an immediate threat to resident life, health or safety, as determined by Agent. Emergency transfers within the development, or for public housing residents between sites, may be made to repair apartment defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or community. These transfers shall take priority over new admissions.
- b. Administrative transfers – Category One include transfers to remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), provide housing options to residents who are victims of hate crimes or extreme harassment, alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires an apartment with accessible features to occupy such an apartment, correct occupancy standards (over/under housed conditions), facilitate income-mixing, and address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the apartment or common areas. These transfers shall take priority over new admissions.
  - i. Requests for medical transfers under Administrative Transfer - Category One will be made to the Agent. The Resident will provide the Agent with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within the development. Medical transfers may also be initiated by Agent (e.g., moving a person with mobility problems to an apartment with accessible features).
  - ii. Transfers to correct occupancy standards may be requested or recommended in writing at the time of re-examination or interim re-determination. This is the only method used to determine over/under-housed status. Residents will be granted a preference and place on the waiting list ahead of other Applicants who do not qualify for a preference.

- iii. Residents in an over/under housed status will be advised in their thirty (30) day “Notice of Rent Adjustment” that a transfer is recommended and that the family has been placed on the transfer list. Upon approval of transfer; the tenant shall be notified. Residents will be granted a preference and placed on the waiting list ahead of other Applicants who do not qualify for a preference. This will avoid unfair treatment of Applicants with qualifying dependents who have waited for a unit longer than the existence of a resident’s new dependent.
- iv. When a Head of the Household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent’s bedroom until it is five (5) years of age. After age 5 an Administrative transfer may be recommended. **Exceptions:** spouse or partner returns to the apartment, marriage takes place, or family decides to remain in the apartment and in Agent’s opinion the apartment is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, Agent’s prior approval of additions to the household is required.)

### 3. Resident History Requirement for Transfers

- a. The three-prong “good standing criteria” is required for a transfer. Residents will be considered for transfers if they:
  - i. Have not engaged in any activity that threatens the health and safety of residents and staff;
  - ii. Do not owe back rent or other charges, or evidence a pattern of late payment; or
  - iii. Meet reasonable housekeeping standards and have no housekeeping lease violations.Exceptions to the good record requirements may be made for emergency transfers, or when it is to Agent’s advantage to move forward with the transfer.
- b. Without a determination of exception the following policy applies to transfers:
  - i. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full with approval of the Agent.
  - iii. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection for a period of 30, 60, and 90 days from the date the transfer request was submitted.

4. Cost of transfers – Residents shall bear the cost of transfers to correct occupancy standards. Transfers requested or required by Agent will be paid for by Agent. In addition to the out-of-pocket moving expenses, residents will be required to pay a “transfer fee.” A "Transfer Fee" list will be posted in Agent’s offices and is based on the maintenance cost and an administrative charge for processing the transfer. The “Transfer Fee” list will be updated periodically by Agent. Agent will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the apartment for re-rental and, if applicable, a penalty for not turning in the keys to the old apartment within three (3) days of the transfer. The resident is allowed a period of three (3) days to move and turn in the keys to the old apartment without being charged a penalty. If the move takes more than three (3) days and the keys are not turned in the resident will be charged a penalty of \$10 per day for each day the keys are not turned in to Agent. Prior to the transfer, Agent will perform an inspection on the current apartment to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new apartment. The Agent will perform a final inspection with the resident on the apartment that the resident transferred from, after the keys are turned in, and a final determination will be made by Agent regarding charges that may be due to Agent. For example, the resident may not have cleaned the apartment properly and/or damaged the apartment during the moving process. If there are any charges that are due Agent, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from Agent. The resident must sign a transfer agreement after Agent has authorized the transfer and prior to the transfer. All transfer fees must be paid prior to transfer.

**SECTION VI. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE- EXAMINATION, AND REMAINING FAMILY MEMBERS**

- A. Eligibility for Continued Occupancy: Residents who meet the following criteria will be eligible for continued occupancy:
  1. Qualify as a Family as defined in Section III of this policy. (Note: for purposes of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated Minors)
  2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members, age six (6) and older, each have Birth Certificates and Social Security numbers or have certifications on file indicating they have no Social Security number.
  4. Who are citizens or have eligible noncitizen status.
  5. Who comply with the work preference of this policy.
  6. Whose family members (except Minors) and Live-in Aides take and pass an annual Class 1 drug test screening for illegal drugs including marijuana, cocaine, heroin, PCP, and methamphetamines.
  7. Who are in full compliance with Section IV, Item 15 of this policy.
- B. Remaining Family Members and Prior Debt. As a party to the lease, remaining family members (other than the Head of the Household or spouse) 18 years of age or older will be responsible for all arrearages incurred by the former Head of the Household or spouse. Agent will not hold remaining family members (other than the Head of the Household or spouse) responsible for any portion of the arrearage incurred prior to the remaining family member attaining age 18.
- C. Redetermination of Family Income and Composition
1. Regular Redetermination.
    - a. **Income-Based Rent:** Agent shall, at least once a year, re-examine the incomes and composition of all resident families and must make adjustments in rents after consultation with the family and verification of the information;
    - b. **Flat Rents:** Agent shall recertify annually, including reporting of all changes of family composition and income;
    - c. **Community and Supportive Services and Family Self-Sufficiency Requirement:** For non-exempt families, Agent shall determine compliance with the community and supportive services and family self-sufficiency requirements set forth herein and in 24 CFR 960 Subpart F.
  2. Special Re-examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every ninety (90) days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the Head of the Household that requires a remaining family member to take on the responsibilities of a leaseholder.

3. Interim Redetermination. Upon the submission of a signed change of income/family composition, an interim redetermination based on the change in family income or composition will be completed. Agent will make the redetermination within a reasonable time after the family's request. The adjustment will be made even if the income change will not last a full year.
  
4. Re-examination Procedures
  - a. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.
  - b. Verified information will be analyzed and a determination made with respect to:
    - i. Eligibility of the resident as a family or as the remaining member of a family;
    - ii. Apartment size required for the family;
    - iii. Income based rent; and
    - iv. Resident's choice of rental payment.
  - c. Income shall be computed in accordance with the definitions and procedures set forth in this policy.
  - d. Families failing to respond to the initial, and second notice of the re-examination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a Notice of Lease Violation by the Agent for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in rent being raised to the lower of the tax credit rent or the fair market Flat Rent established by Agent effective the annual date. Continued failure to respond will result in the termination of the lease.
  
5. Action Following Re-examination
  - a. If there is any change in rent, the lease will be amended, a new lease will be executed or a Notice of Rent Adjustment will be issued.
  - b. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above.

**SECTION VII. RENT, INCOME AND UTILITIES**

A. Resident's Choice of Rental Payment: In order to maximize family choice, Agent gives residents the annual option to pay either an income-based rent or a Flat Rent. Agent will provide sufficient information for an informed choice. Such information will include the dollar amounts of resident rent for the family under each option and Agent's policy on switching type of rent in circumstances of financial hardship.

1. Income-based Rents. Income based rents, including applicable utility allowance, shall not exceed the highest of 30% of the family's monthly-Adjusted Income, or the 10% of the family's gross monthly Annual Income. Income will be calculated as set forth in this policy.

The income-based rent has a minimum rent of \$50 (including any amount for utilities).

2. Flat Rents: Residents may choose the Flat Rent that has been established based on a reasonable market value as calculated on an annual basis. The Flat Rent will be posted in the Agent's office.

B. Rent Adjustments.

1. Switching. Residents choosing the Flat Rent option may switch to income based rents in the case of financial hardship.

Residents qualify under a financial hardship requirement, if one of the following conditions exists:

- a. loss or reduction of income because of changed circumstances, including loss of employment, death in the family, or reduction in or loss of earnings or other assistance; or
- b. increase in the family's expenses for medical costs, childcare, transportation or education.

**Note: In order to qualify for switching from Flat Rent to income-based rent, the resident must notify and provide verification of the condition to Agent.**

2. Rent Adjustments by Agent. The Flat Rent amount may be re-calculated every year by Agent; however, if the resident opts for Flat Rent as the rent of choice, the Flat Rent amount will remain for two (2) years. For families who choose the Flat Rent, the family must still report any changes in income, family composition, or status to the Agent within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a notice of lease violation.

Not all changes in family income between re-examinations will result in a rent change.

Residents who quit work to avoid being employed at the next regular reexamination will be considered as misrepresenting the facts and subject to retroactive increases as described below. Residents with seasonal or part time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.

For those residents who opt for income based rent, Agent will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the resident is charged is less than what would have been charged. Agent will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Agent.

Agent will process interim adjustments in rent in accordance with the following policy:

- a. When a decrease in income is reported, and the Agent receives confirmation that the decrease will last less than thirty (30) days, an interim adjustment will not be processed.
- b. Residents reporting decreases in income that are expected to last more than thirty (30) days will have an interim adjustment processed.

Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the Agent. Reporting is required until the circumstances cease or until it is time for next regularly scheduled re-examination, which ever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decision shall be included in the resident's folder.

Agent will not make rent adjustments where there have been income changes as a result of a reduction in welfare benefits based on:

- a. fraud by a member of the family;
- b. family's failure to comply with the welfare program's requirement for work activities or participation in an economic self-sufficiency program.

3. Limits on rent increases. Agent will follow the self-sufficiency incentives set forth in 24 CFR §960.255 regarding disallowance and phasing-in of rent increases for Qualified families (as defined therein).
- C. Effective Date of Adjustments. Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.
1. Rent decreases go into effect the first of the month following the reported change, provided the change in income or circumstances was reported within ten (10) days of the date of the decrease occurrence.
  2. Rent increases (except those due to misrepresentation) require thirty (30) days written notice and will go in to affect the first of the month following the thirty-day notice.
- D. Failure to Report Accurate Information and/or Failure to Report in Timely Manner. If it is found the resident has misrepresented or failed to report to Agent the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the lease terms. Households that fail to report information in a timely manner, or who otherwise do not comply with the agency's annual recertification process, will be raised to the Flat Rent.
- E. Notice Requirements. Any resident given a written Notice of Lease Termination (30 day notice) by Agent shall be informed in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the grievance procedure set forth in the Management Plan on file in the Agent's office ("Grievance Procedure"), and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically: criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Agent's employees; and any drug-related criminal activity on or off such premises.

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned shall be considered proof that the resident received proper notification.

The notice shall include a statement describing the resident's right to meet with the Agent and determine whether any remedial actions agreed upon by the resident and the Agent could eliminate the need for the lease termination.

- F. Recordkeeping Requirements. A written record of every termination and/or eviction shall be maintained by Agent in the appropriate resident file, and shall contain the following information:
1. Name of resident, number and identification of apartment occupied;
  2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
  3. Specific reasons for the notices, citing sections of the lease, and other facts pertinent to the issuing of the notices described in detail;
  4. Date and method of notifying resident; and
  5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
- G. Resident-Paid Utilities. For utilities for which residents are required to pay the cost of utilities directly to the supplier of utilities, each resident's rent shall be reduced by the Utility Allowance (that is developed by IHA in consultation with the utility supplier and reviewed by HUD and provided to Agent within 10 days of its determination).

When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

When a resident makes application for utility service in his/her own name, he or she must sign a third-party notification agreement so that Agent will be notified if the resident fails to pay the utility bill.

If a resident or Applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into an apartment with resident paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

## **SECTION VIII. COMMUNITY SUPPORTIVE SERVICES/FAMILY SELF-SUFFICIENCY PARTICIPATION**

IHA's Family Self-Sufficiency (FSS) Program—the G.R.O.W. (Gaining, Responsibility, Opportunity, and Worth) Program—is available at 16 Park Apartments. Public Housing and Section 8 Project Based unit residents are encouraged to participate in the G.R.O.W.

Program. This program is optional for other Section 42 Tax Credit residents. The G.R.O.W. Program includes the following:

- Completion of an intake assessment to develop an Individual Service Plan
- Maintaining regular contact with a case manager
- Participation in personal and/or skill enhancement programs leading to employment such as parenting classes, mental health and substance abuse counseling, life skills development, job training, GED/ABE training, family self-sufficiency training, entrepreneurship training or on the job training.

The IHA or its case management entity will authorize and oversee all program activities.

## **SECTION IX. LEASE TERMINATION AND EVICTIONS**

All Lease terminations and evictions will be processed in accordance with Agent's current form of lease and the Grievance Procedure. Current forms of the lease and Management Plan (of which the Grievance Procedure is a part) shall be on file in the Agent's office. The current form of lease and Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. The lease may not cover every specific situation that warrants a lease termination; therefore, for good cause Agent may terminate a lease for reasons that are not specifically listed in the dwelling lease.

## **SECTION X. COMPLAINTS AND GRIEVANCE PROCEDURES**

Complaints and Grievance Procedures shall be processed and implemented in accordance with the approved Grievance Procedure. The Grievance Procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

## **SECTION XI. SECURITY DEPOSITS**

A security deposit shall be paid pursuant to schedules posted in the Agent's offices and as otherwise set forth herein. Security deposits may be refunded as provided by law, in the lease, and in this procedure. In lieu of or in combination with a traditional security deposit, Agent may use surety bond program offered by Sure Deposit.

## **SECTION XII. 16 PARK RIGHTS OF RETURNING RESIDENTS**

- A. Priority for former Caravelle Residents: Original Caravelle Commons Apartments residents as defined by the Indianapolis Housing Agency (IHA) who meet all occupancy criteria (including being in good standing) will have preference for the new units built at the former Caravelle Commons site based on one of the following:
1. Original Caravelle Common residents living at 16 Park Apartments on September 1, 2010:

2. Original Caravelle Common residents **must** exercise their right of return by **signing a lease addendum** with the management company for tax credit certification upon move-in.
3. Original Caravelle Commons residents in good standing and in compliance with their current lease will sign a new lease upon move-in to their new unit. Residents will not be required to redetermine eligibility under Section IV or Section VI of this Policy at lease signing.
4. At one-year lease renewal, Original Caravelle Commons residents will be subject to Section VI of this Policy which specifies Eligibility for Continued Occupancy, Annual Re-examination, and Remaining Family Members.
5. All other sections of this policy are applicable to Original Caravelle Commons residents upon move-in to their new unit.