OUR GOAL IS TO ASSIST LOW AND MODERATE-INCOME RESIDENTS OF MARIN COUNTY TO SECURE AND MAINTAIN HIGH QUALITY AFFORDABLE HOUSING

MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

EFFECTIVE DATE: May 1, 2020

PREVIOUS VERSIONS OBSOLETE
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MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part A: INTRODUCTION
INTRODUCTION

1. Purpose of the ACOP

The purpose of this policy is to establish guidelines for MHA staff to follow in determining eligibility for admission to and continued occupancy of public housing in accordance with HUD regulations.

2. Nondiscrimination Policy (24 CFR 5.105)

It is the policy of MHA, also referred to as the “MHA” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, MHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will MHA discriminate because of religion, age, familial status physical disability, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, MHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families. Materials can also be obtained by visiting the MHA website at http://www.marinhousing.org/.

3. Reasonable Accommodation Policy

MHA is also committed to making reasonable accommodation for persons with mobility or sensory impairments in an effort to maintain a barrier-free environment. This may include reasonable accommodations related to program access or physical access and is not to be construed as special or preferential treatment. Where program modifications are required, they will be related to program access and will not supersede any of the requirements outlined in this policy. Reasonable accommodation may include arranging for assistance in reading or interpreting documents, arranging for alternative meeting locations for interviews or leasing activities, providing translation assistance, or similar actions that are aimed at removing barriers to the program.

In addition, MHA will make reasonable physical modifications to units or buildings if requested and verified as required by an applicant or resident. These could include the addition of a temporary or permanent ramp, the addition of grab bars, and the installation of equipment to make unit features accessible or similar actions that are aimed at removing physical barriers. Since MHA maintains units that are accessible to the mobility or sensory impaired, applicants or residents may be offered occupancy in one of these units as a reasonable accommodation; however, the applicant or resident is not required to accept such an offer.

MHA’s application will include a section where any applicant can request a reasonable accommodation or a unit accessible to the mobility and/or sensory impaired. Every effort will be
Made to match the needs of the applicant with appropriate unit features and this could include a reasonable modification of unit features to meet the need of the applicant.

For residents who require reasonable accommodation, a request for that accommodation must be made to MHA and MHA reserves the right to verify the need or request documentation of how the accommodation will address the need. Unless the reasonable accommodation results in undue administrative or financial burden, MHA shall make every attempt to grant the reasonable accommodation. If the applicant or resident requests a reasonable accommodation at their own expense, MHA will grant such request except in cases where the modification violates local code or result in irreparable damage to MHA's property.

4. Services for Applicants and Residents with Limited English Proficiency

As part of its effort to maintain a barrier-free environment, MHA will make every attempt to meet the needs of applicants and residents with limited English proficiency. Where a particular need is identified (i.e. a population generally speaking another language exceeds 5% of the overall eligible population), MHA will make every attempt to hire bilingual staff, to translate documents into other languages, or to arrange for translation services.

Regardless, MHA will make every attempt to coordinate with other local agencies; including social service and educational institutions; to provide assistance in reading, understanding, or completing required documents or providing translation services.

5. Privacy Policy (24 CFR 5.212)

It is the policy of MHA to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom MHA maintains records under its Low-Rent Housing Program.

Therefore, MHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. MHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. MHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments
- current and past assets
- outstanding indebtedness to government as a result of prior participation in other federally-subsidized housing programs
However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of MHA.

6. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and MHA alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

7. Objectives

The objectives of this policy are to:

a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:

   (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;

   (ii) Ensuring the fiscal stability of MHA; and,

   (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.

b. Facilitate the efficient management of MHA and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.

c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to ensure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex, or national origin.

d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.
8. **Terminology**

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. MHA is also referred to as the “MHA” or the “PHA” throughout this document.
MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part B: DEFINITIONS
DEFINITION OF FAMILY
(24 CFR 5.403)

Family

1. The term "Family" as used in this policy, regardless of actual or perceived sexual orientation, gender identity, or marital status, means:
   a. A family with or without children;
   b. An elderly family;
   c. A near-elderly family
   d. A disabled family;
   e. A displaced family;
   f. The remaining member of a tenant family over the age of 18 who is on the lease; and
   g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family over the age of 18 who is on the lease.

2. The term "Disabled family" as used in this policy means:
   A family whose head, spouse, or co-head is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

3. The term "Displaced family" as used in this policy means:
   A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

4. The term "Displaced person" as used in this policy means:
   A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

5. The term "Elderly family" as used in this policy means:
   A family whose head, spouse, or co-head is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
6. The term “Elderly person” as used in this policy means:

A person who is at least 62 years of age.

7. The term “Live-in Aide” as used in this policy means:

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

a. Is determined to be essential to the care and well-being of the persons;

b. Is not obligated to financially or otherwise support the person(s); and

c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide cannot become a household member and a household member cannot become a live-in aide during the term of tenancy of the head-of-household. Special circumstances may be considered on a case-by-case basis.

8. The term “Near-elderly family” as used in this policy means:

A family whose head, spouse, or co-head 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.

9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term “Person with disabilities” as used in this policy means:

a. Has a disability as defined in section 223 of the Social Security Act;

b. Has a physical, mental, or emotional impairment that:

(i) Is expected to be of a long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live independently; and

(iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
d. Is considered to be a person with disabilities under 2 CA ADC Section 11065.

d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.
ANNUAL INCOME

1. **Income**

Income is defined at 24 CFR 5.609 and amplified in this policy in those areas within the discretion of MHA.

2. **Annual Income (24 CFR 5.609)**

Annual Income means all amounts, monetary or not, which 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 during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. **Annual Income includes, but is not limited to:**

   (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services:

   (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. 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;

   (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. 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. Where the family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;

   (iv) The full amount of periodic payments received by any household member from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
(v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (but see "lump sum additions" in this policy);

(vi) Welfare assistance;

(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 reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from the application of the percentage.

(c) In the event a tenant is sanctioned during the term of their tenancy and the welfare benefits are reduced due to noncompliance, the difference between the eligible amount and the actual amount will be included as imputed income. [24 CFR 5.615]

(vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

(viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. Annual Income does not include:

(i) Income from employment of children (including foster children) under the age of 18 years;

(ii) Payments received for the care of foster children or foster adults;

(iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);

(iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;

(v) Income of a Live-in Aide, as defined by HUD;

(vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for
Use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

(vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;

(viii) Temporary, nonrecurring or sporadic income (including gifts);

(ix) 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.

(x) Earnings in excess of $480 for each full-time student 18 years old or older, excluding the head of household, co-head of household, and/or spouse;

(xi) Adoption assistance payments in excess of $480 per adopted child;

(xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(xiii) 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.

(xiv) 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. This income exclusion does not apply to IHSS income or other compensation earned by a household member to care for a developmentally disabled household member.

(xv) Certain stipends (not to exceed $200/mo) and other income received by participants in qualified training, self-sufficiency and work incentive programs. This includes MHA CFP training programs, resident managers, responsible individuals in developments, and laundry monitors.

(xvi) Earned income:

(a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases.
(b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the disallowance.

(xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion effective February 1998.

(a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).

(b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

(c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);

(d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));

(e) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

(g) Payments received under programs funded in whole or in part under the Workforce Innovation and Opportunity Act (29 U.S.C. 3101);

(h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);

(i) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
(j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.


4. Adjusted Income (24 CFR 5.611) - Adjusted income means annual income less the following:
   a. $400 for any elderly or disabled family;
   b. The amount by which 10% of the annual family income is exceeded by the sum of:
      (i) Unreimbursed medical expenses for any elderly family or disabled family (all medical expenses must be Flexible Spending Account (FSA) eligible);
      (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.
   c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education;
   d. $480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
   e. The amount of any earned income of a member of the family who is not:
      (i) 18 years of age or older, and
      (ii) The head of the household (or the spouse of the head of the household).

**TOTAL TENANT PAYMENT**

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment shall be the highest of the following rounded to the nearest dollar:

   a. 30 percent of monthly Adjusted Income; or

   b. A minimum rent amount of $50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship, which are discussed in the Rent Collection Policy of this ACOP.

   After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.
OTHER

1. **Application**: The term application, for the purposes of this policy, refers to the full application completed at the time of the determination of eligibility. See the definition for pre-application below for clarification.

2. **Child Care Expenses**: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. MHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

3. **Dependent**: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Disabled Person, or is a Full Time Student. An unborn child shall not be considered a dependent.

4. **Designated Housing**: A development (or developments) or a portion of a development (or developments) that has been designated in accordance with 24 CFR Part 945.

5. **Disabled Assistance Expenses**: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled or Disabled Family member and that are necessary to enable a Family member (including the Disabled or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outsidesource.

6. **Elderly/Disabled Development**: A public housing development, or portion of a development, that was reserved for elderly families and/or disabled families at its inception (and has retained that character).

7. **Employed**: Any eligible household member 18 years of age or older and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development’s definition of annual income.

8. **Enrolled in a Job Training Program**: Any eligible household member 18 years of age or older and is currently enrolled and participating in a job training program that prepares the applicant to enter or renter the job market. Verification shall be required from the job-training program.

9. **Extremely Low-Income Family**: A family’s whose Annual Income does not exceed the higher of 30% of the area median income, as determined by HUD or the poverty guideline established by the Department of Health and Human Services applicable to the family size.
10. **Graduate of Job Training Program:** Any eligible household member 18 years of age or older is a graduate of a job-training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.

11. **Head of Household:** Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations. In accordance with applicable provisions of state tenant-landlord regulations, other adults in the household may also be responsible in regard to lease obligations.

12. **Low Income Family:** A family who’s Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

13. **Medical Expenses:** Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for eligible families. Medical expenses must be Flexible Spending Account (FSA) eligible.

14. **Military Service:** Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.

15. **Minor:** A "minor" is a person less than eighteen years of age. An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female. An infant is a child under the age of two. Emancipated minors shall be eligible for participation in the public housing program because they can be legally held to a contract.

16. **Neighborhood or Community:** Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.

17. **Net Family Assets:** "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, MHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce.
Settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

18. **Pre-Application:** The term pre-application, for the purposes of this policy, refers to the initial application submitted to MHA. This pre-application is not reviewed or verified by MHA and determinations are made based upon the information submitted by the applicant. The verification and update of the information submitted is required in order to determine eligibility for the program or placement on the waiting list.

19. **Public Housing Authority/Agency (PHA):** A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term “public housing” includes dwelling units in a mixed finance development that are assisted by a public with capital or operating assistance.

20. **Rent:** For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, MHA will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

21. **Spouse:** Spouse means the husband or wife of the head of household.

22. **Tenant Rent:** The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by MHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

23. **Utility:** Electricity, gas, heating fuel, water, and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.

24. **Utility Allowance:** If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by MHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-
Conservative household of modest circumstances consistent with the requirements of a quality living environment.

25. **Utility Reimbursement Payment**: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

26. **Very Low-Income Family**: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

27. **Welfare Assistance**: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
MHA will offer the following preferences for the Public Housing Program. Preferences will be verified at the time of full application (determination of eligibility) and any change in preference status may change the applicant family's total score and may change their position on the waiting list.

**Working/School Preference**
Families whose head, co-head, spouse, or sole member is employed and has been employed for at least 6 months at an average of at least 20 hours per week at the time of determination of eligibility. This preference is also extended to families whose head, co-head, spouse, or sole member is currently a student enrolled in a school program designed to prepare enrollees for the job market or a student who is attending a school or training program full time (the equivalent of 12 units or more). This preference is automatically extended to elderly families or a family whose head or spouse is receiving income based on their permanent disability. [8 Points]

**Homeless Preference**
The homeless preference applies to applicants who lacks a fixed, regular and adequate nighttime residence, have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations, or a public or private place not ordinarily used as an accommodation for human beings (lacks indoor plumbing, toilet facilities, bathing facilities, adequate or safe electrical service, heat, or kitchen). In order to qualify for this preference, the applicant must be referred through the Marin Coordinated Entry Provider. [10 Points]

**Veteran Preference**
Any citizen of the United States who served in the active military, naval, or air service of the United States who received an honorable discharge or was released from active duty under honorable conditions. This preference applies to veterans and the surviving spouses of veterans. [1 Point]

**Involuntarily Displaced**
Families who, within 6 months of the determination of final eligibility, are displaced through no fault of their own for one or more of the following reasons. Families will receive credit for this preference only once, regardless of whether or not they qualify under more than one of the instances below. [10 Points]

- Natural Disaster

Families that are displaced as a result of a federally-declared natural disaster that extensively damaged or destroyed their dwelling.
Governmental Action

Families that are displaced as a result of governmental action or that reside in dilapidated housing that is cited by local government officials or a local code enforcement agency. This preference applies to housing that does not provide safe, adequate shelter, has one or more critical defects or a combination of defects requiring considerable repair or endangers the health, safety, and well-being of the family or has been declared unfit for habitation.

Victims of Domestic Violence

Families where the head or spouse is the victim of domestic violence. This preference must be documented by a referral from a social service agency, restraining order, proof of residency in a domestic violence shelter, or other similar means.

Witness Protection

Families that are part of a Witness Protection Program and, after a threat assessment, the applicable law enforcement agency recommends housing the family to avoid or reduce the risk of violence against the family.

Hate Crime

Families who are displaced due to a family member being the victim of one or more hate crimes and the family has vacated the unit because of the crime. Documentation of a hate crime includes a police report clearly indicating the nature of the crime or referral from local law enforcement.

Chronic Homelessness

MHA has set aside units targeted for individuals and/or families experiencing homelessness. In order to receive this preference, applicants must be referred by the County of Marin Health and Human Services, hereinafter referred to as “HHS” designated Coordinated Entry (CE) Provider who has adopted a Housing First model of homeless services. An MOU between MHA and the HHS Provider will be required to provide documentation of the applicant’s chronic homeless status for consideration for these preference points. A copy of the current MOU is available upon request. This preference is available even when the waiting list is closed to other applicants. MHA has set aside a maximum of five units per year for this preference for applicants who are experiencing chronic homelessness and this preference is only for those designated units. All other eligibility requirements remain applicable to applicants receiving this preference. [4 Points]
Section 8 Participant

Families who were terminated by MHA from MHA Section 8 Housing Choice Voucher Program solely due to the lack of funding for their assistance. [10 Points]

At pre-application, the family will be placed on the waiting list based upon their total points, thereafter ordered by date and time of application. Preferences will be verified at the time of full application (determination of eligibility) and families must meet the eligibility requirements at that time.

Applicants are responsible for updating any information and reporting any changes to their mailing address, contact information, preferences, income, and family composition. Applicants are advised that the failure to update information may dramatically affect their position on the waiting list and full eligibility is determined from the full application.

In the event of a declared natural disaster in or around the service area, MHA may, at its discretion, provide preference to those families displaced as a result of natural disaster and will house evacuees as priority over current applicants on the waiting list. Disaster-affected families that were currently residing in public housing prior to the disaster will be first offered a unit in public housing, if available.

In the event the waiting list is closed at the time of the disaster, eligible disaster victims may be added to the waiting list and placed in the top priority without further advertisement or general opening of the waiting list. The addition of these victims is at the sole discretion of MHA.
Part C: Admissions
1. Non-Discrimination

Marin Housing Authority will not, on account of race, color, creed, sex, or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will MHA discriminate because of religion, age, physical disability, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

2. Treatment of MHA Employees

Employees of MHA strive to provide the highest level of customer service and to conduct themselves in a professional manner. MHA also requires that applicants, residents, and members of the general public conduct themselves in a civil and non-abusive manner. In the event an applicant, resident, or member of the public becomes abusive (either verbally or physically), uses profanity, or otherwise threatens the safety of any employee, they will be asked to leave the premises immediately. Repeated abuse of MHA employees will result in a call to local law enforcement.

3. Income Targeting (24 CFR 960.202)

MHA will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

4. Deconcentration

MHA will strive to create mixed-income communities and lessen the concentration of very-low income families within MHA’s public housing developments through admissions policies designed to bring in higher income tenants into lower income developments and lower income tenants into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by MHA.

Refer to the appendix for the Deconcentration Policy.
OUTREACH TO HIGHER INCOME FAMILIES

Outreach to Higher Income Families

MHA encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within MHA’s public housing developments, MHA will conduct outreach targeted to higher income working families. Outreach will include printed material, radio advertising, and television advertising of MHA’s public housing program. Outreach may also include formal and informal discussions and meetings.
APPLICATION TAKING

The Pre-Application versus the Application

There is a significant difference between the pre-application and the application. Applications begin in the pre-application process to hold a position on the waiting list. This in no way guarantees your eligibility for housing OR your position on the waiting list since the pre-application is not verified by MHA. Reporting incorrect or insufficient information may result in a significant change in the waiting list position once eligibility is determined. It is critical that all pre-application information be accurate and maintained up-to-date.

As an applicant is pulled from the waiting list based upon the preference points in the pre-application and subsequent updates, a full application is taken in accordance with this policy. All information is verified to determine full eligibility. If, for some reason, the information in the full application conflicts with the information in the pre-application, this could change the applicant’s position on the waiting list, affect the eligibility for a certain sized unit, or even cause the applicant to be determined ineligible. If an applicant is determined eligible at the full application, they will be offered an upcoming unit as an appropriate becomes available.

The Application Process

The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support MHA’s determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. All applicants shall complete a pre-application and shall provide all information requested.

2. When the applicant is pulled from the waiting list, applicants shall complete and sign a full application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The application shall include:
   
   • Names and ages of all family members
   • Sex and relationship of all members
   • Street address and phone numbers
   • Mailing address (if P.O. Box or other permanent address)
   • Amount(s) and source(s) of income received by household members
   • Information regarding disabilities (used to determine qualifications or allowances and deductions)
   • Information related to qualification for preferences
   • Social Security Numbers
   • Race/ethnicity
   • Requests for specific accommodation needed to fully utilize program and services
   • Proof of citizenship
   • Previous address
• Current landlord verification
• Name of emergency contact person and address
• Criminal background check (all records, once reviewed, will be discarded)
• Non-family references

3. Applications for the public housing program will be completed during a one on one interview between the applicant family and MHA personnel and shall be maintained on MHA’s computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. MHA reserves the right to require the signature of any or all adult members of the applicant household.

4. Applicants will be required to submit verification documentation as part of the application process, including verification of any preference(s) being claimed. Applicants will be given a list of required verifications at the time of their interview with designated MHA personnel for the purpose of determining eligibility.

5. Should applicants fail to provide required verification documentation within time frame established by MHA, their application will be withdrawn and the applicant will be required to reapply during the next enrollment period.

6. MHA will normally take applications from designated locations that will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment but reserves the right to establish satellite locations for application taking.

7. MHA reserves the right to establish times for taking applications, including by appointment. MHA staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.

8. Insofar as possible, application interviews shall be conducted in private.

9. Pre-applications shall be updated as applicants report changes in income and family circumstances. All modifications to pre-applications shall be properly documented and the transaction initialed by the staff member making the change. In the event an applicant fails to report changes and is selected from the waiting list, the pre-application will be considered incomplete until the information is verified. If the change does not require a redetermination of eligibility (addition of a minor child, change in income that does not exceed the established income limits, or similar minor change), the pre-application will retain its original pre-application date and time.

10. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change. In the event an applicant fails to report changes and is selected from the waiting list, the application will be considered incomplete until the information is verified. If the change does not require a redetermination of eligibility (addition of a minor child, change in income that does not exceed the established income limits, or similar minor change), the application will retain its original application date and time.
11. All active applications will be purged periodically; however, no less than once each 36 months. Notification shall be sent via First Class U. S. Mail to each applicant informing them that unless they confirm their continued interest, the application will be withdrawn from the active file. The family’s response must be in writing and may be delivered in person, by mail, by fax, by e-mail, or through the online portal. It is the family’s responsibility to ensure that MHA receives the confirmation if it is delivered in any manner other than First Class U. S. Mail within 30 calendar days of the date of the letter. In the event that confirmation is not received within 30 calendar days, the family will be removed from the waiting list. Any notification that is returned as undeliverable or has no forwarding address (or an expired forwarding address order), the family will be removed from the waiting list without further notification. If a family is removed from the waiting list for failure to confirm their continued interest in error, they may, within 60 calendar days of the date of the notification, request an administrative review to review the circumstances and may be reinstated for good reason as determined by MHA. After 60 calendar days, reinstatement will not be considered.

12. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other MHA waiting list should they make an application for “Low-Rent” public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other MHA program. Applicants are responsible for updating and reporting changes on other waiting lists.

13. Once an applicant is housed in a public housing unit, they will be removed from all other low-income public housing waitlists as outlined in the Tenant Selection and Assignment Plan.

14. MHA shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.
ELIGIBILITY CRITERIA
(24 CFR 960.201)

1. MHA shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.

2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
   a. The applicant family must qualify as a family as defined in Part B.
   b. The single person applicant must qualify as a single person as defined in Part B.
   c. The applicant’s Annual Income as defined in Part B (HUD Secretary’s definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of MHA jurisdiction.
   d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
   e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained MHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant.
   f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing and Section 8 Housing Choice Voucher Program.
   g. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 5-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by MHA, and/or if the circumstances leading to eviction no longer exists.
   h. MHA shall prohibit admission for any household member who MHA determines is illegally using a controlled substance, or determines that a household member’s illegal use, or pattern of illegal use, of a controlled substance, or abuse, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine will be permanently denied admission to public housing and a current resident’s tenancy will be immediately and permanently terminated if convicted of manufacturing or producing methamphetamine.
i. MHA shall prohibit admission for any applicant or member of the applicant's household who MHA determines is or was, within 5 years preceding the date when the applicant household would otherwise be selected for admission, convicted of any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or staff. Denial will be on a case-by-case basis.

j. In determining whether to deny admission to MHA any household based on a pattern of abuse of alcohol by a household member, MHA may consider whether such a household member:

(i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);

(ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or

(iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).

k. MHA shall prohibit admission for any applicant or member of the applicant's household that MHA determines is subject to a lifetime registration requirement under a state sex offender registration program.

l. MHA shall verify that the applicant family has no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history that may be reasonably expected to adversely affect:

(i) The health, safety, or welfare of other residents;

(ii) The peaceful enjoyment of the neighborhood by other residents; or

(iii) The physical environment and fiscal stability of the neighborhood.

m. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive Director or his/her designee. This category does not
Include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

n. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, disability, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.

o. If the applicant is a former resident of public housing or Section 8 housing programs administered by any agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. A former resident who owes a balance to MHA will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.

p. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.

q. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.

r. Other factors affecting a final determination of eligibility include:

(i) Household has no outstanding indebtedness to MHA or any other federal housing program;

(ii) Family will occupy unit as their sole place of residence.

3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).

4. Sources of information for eligibility determination may include, but are not limited to, the applicant (by means of interviews or home visits), landlords, credit agencies, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. MHA may not deny admission to an applicant based solely on an arrest record of the applicant or any member of the applicant's family. Information relative to the acceptance or rejection of an applicant shall be documented in
accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

   a. Evidence of rehabilitation.

   b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.

   c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

   d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.

6. MHA will not unnecessarily segregate individuals with disabilities to particular areas or developments. MHA will provide assistance to enable all individuals with disabilities to meet legal requirements; for example, MHA could provide interpreters, Braille or taped versions of leases, recertification's, and other legal documents, whatever is appropriate.

7. In the event an individual is refused housing based on one or more of the above screening criteria, he/she may request an informal hearing or appeal to the Executive Director, or his/her designee, in writing.
SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, MHA will require, as a condition of providing admission to MHA, that each adult member of the household provide a signed, written, authorization for MHA to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.

   Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, MHA shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

2. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, MHA, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to MHA to sign one or more forms of written consent authorizing MHA to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, MHA shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

   MHA shall make an inquiry to a drug treatment facility if MHA receives information from the criminal record of the applicant that indicates evidence of prior conviction or MHA receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

3. The applicant’s signed written consent shall expire automatically after MHA has made a final decision to either approve or deny the applicant’s application for admittance to public housing.

4. The term “currently engaging in the illegal use of a controlled substance” means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant’s illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

5. Conditions for Denial

   a. The applicant or resident currently owes rent or other amounts to a PHA or to another agency in connection with Section 8, Public Housing, or any other subsidized affordable housing Program.

   b. The applicant has committed any fraud in connection with any federal housing assistance program.
c. The applicant has breached an “Agreement to Repay” any monies due MHA. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.

d. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past 5 years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age.

e. United States Citizenship and Immigration Service (USCIS) Denial (24 CFR 5)

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

(i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,

(ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but USCIS primary and secondary verification does not verify eligible immigration status of all family members; and,

(a) The family does not pursue USCIS appeal or informal hearing rights; or,

(b) USCIS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.
1. **Records Management**

   a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.

   b. All records related to criminal activity obtained for the purpose of applicant screening shall be:

      (i) Maintained in the applicant file in a locked file cabinet or on a secure server if stored electronically.

      (ii) Destroyed no less than five (5) business days after the date on which MHA gives final approval for an application for admission.

      (iii) Destroyed in a timely manner if MHA denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. **Confidentiality**

   MHA receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of MHA and who has a job-related need to have access to the information in connection with admission of applicants, eviction of tenants, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

   Any officer, employee, or authorized representative of MHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of MHA, under false pretenses, or any officer, employee, or authorized representative of MHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

   Any applicant or resident of MHA affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of MHA, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against MHA. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.
No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;

2. Third party verification forms supplied by MHA and returned properly completed by employers, public welfare agencies, etc.;

3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 90 days current. No determinations will be made based upon information/documents more than 90 days old;

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;

6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;

7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency or medical professional;

8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, State Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;

9. Receipts for utility services;

10. For households reporting “zero” income, MHA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;
11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement.

12. Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.512]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Citizenship and Immigration Service (USCIS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury. MHA will also require either a U. S. Birth Certificate or a U. S. Passport.

b. Eligible immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.

c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents that are copied front and back and returned to the family. MHA will verify the status through the USCIS SAVE system. If this primary verification fails to verify status, MHA will request within ten (10) days that the USCIS conduct a manual search.

d. Ineligible family members who do not claim to be citizens or eligible immigrant must be listed on a statement of ineligible family members signed by the head of household or spouse.

e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the USCIS for issuance of replacement documents.
Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the USCIS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

13. MHA shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to MHA and to HUD such information as MHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, MHA is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with MHA in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In consideration of the privacy rights of residents and applicants, MHA shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by MHA. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility.

14. Special verification requirements for earned income disallowance

All residents who desire to claim an earned income exclusion under the earned income disallowance, must report the new earned income or increased income within ten (10) working days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents qualifying under the earned income disallowance must report all changes in income within ten (10) working days after they occur.
In addition to such other verification as MHA shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by MHA from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of MHA. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information that MHA requires to make an eligibility determination.

In the event that MHA determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, MHA may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but MHA shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents, which result from the application of this policy, shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. MHA shall not be liable for retroactive reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the earned income disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:

- Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
- Preferences
- Date and time of completed application
- Size of unit needed by family
- Income Exclusions and Rent to be paid
DETERMINATION AND NOTIFICATION OF ELIGIBILITY
(24 CFR 960.208)

1. As MHA forecasts unit availability, a certain number of pre-applicants will be selected from the waiting list and a full application is taken. MHA will verify the applicant’s preference and will determine the applicant family’s eligibility for public housing in accordance with the provisions of this policy. In the event an applicant family retains their position on the waiting list, the family will be offered housing based upon their rank. If the preference cannot be verified or is determined to be invalid, the family will be ranked on the waiting list based on the new preference determination.

2. Applicants that appear to be eligible will be notified that its eligibility determination is tentative in nature, being largely based on declarations made by the applicant family and is subject to further reviews prior to admission.

3. Thorough investigation of each application will be conducted during the review of applicant eligibility. Eligibility will be verified by MHA staff within the provisions of this policy. The review of the applicant will be conducted at the time that the full application is submitted for review.

4. In all cases, MHA reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.

5. In the event an applicant family is determined to be ineligible, it shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, a written request to this effect must be received by MHA within 10 working days of the date of the notification of ineligibility.

6. Informal Review
   a. If a request for a review is received within the specified ten (10) working day period, MHA will begin the review process based upon the request.
   b. MHA management personnel will conduct the informal review. The personnel shall be an employee or other designated individual who did not participate in the original determination of denial. If additional information is required to make a determination or the resident desires to meet personally with the reviewer, the resident may be provided a face-to-face interview.
   c. The applicant may present his or her position and MHA will include this information in the decision-making process.
   d. MHA will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon the review of the documents and the evidence presented by the applicant. A copy of the decision will be furnished to the applicant.
e. The decision of MHA is final and the records of such a review and the determination will be maintained by the Public Housing office in accordance with applicable record retention requirements.
**Occupancy Standards**

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

Generally, MHA assigns units on the basis of two persons per bedroom regardless of the age, sex, or relationship of the members of the household within the principles outlined below. MHA considers the living room able to be used as a sleeping area, if necessary, in order to accommodate individual family needs. MHA does not dictate where family members sleep or who occupies which room or rooms in the unit.

The following principles will be used to determine proper bedroom size for which a family will qualify. Generally, two people will be expected to share each bedroom, except that units will be assigned that:

- It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they are permitted to do so.
- Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- Two children of the opposite sex will not be required to share a bedroom, although they are permitted to do so.
- An unborn child will not be counted as a person in determining unit size.
- The Authority will include a child who is temporarily absent from the home because the child has been placed in foster care or is away at school.
- A single head of household parent shall not be required to share a bedroom with his or her child, although they are permitted to do so.
- A live-in aide may reside in the unit to provide necessary supportive services for a member of the assisted family who is a person with disabilities. A live-in aide will be allocated one bedroom.

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<tr>
<th>Unit Size</th>
<th>Minimum # of Persons/Household</th>
<th>Maximum # of Persons/Household</th>
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<td>9</td>
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MHA, at its sole discretion, will utilize the above standards and assign a unit accordingly. MHA may grant exceptions to the above occupancy standards, at its sole discretion, for a reasonable accommodation. At MHA’s discretion, MHA may admit a family into a larger unit in order to meet the specific needs of the family or to improve occupancy. This determination shall be made on a case-by-case basis.
1. **Applicant Ranking**

Applications will be filed and selected by unit type and size; by preference; and by date and time of application. If an applicant claims a preference, they are ranked within the preference list by date and time of application within that score. Applicants who claim no preference are placed below all preference applicants by date and time of application.

2. **Waiting List**

MHA has a single community-wide waiting list for all developments. Within the list, MHA will designate subparts to easily identify who should be offered the next available unit (i.e. mixed populations, general occupancy, unit size, and accessible units). In addition, in any units that may be designated for occupancy by a particular group (i.e. elderly-only or elderly and/or disabled), only applicants in that particular group will be selected.

3. **Applicant Selection and Assignment**

MHA will select applicants for participation without discrimination based on race, color, sex, creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will MHA discriminate because of religion, age, physical or mental disability, medical condition, pregnancy, parenthood, familial status, marital status, military or veteran status, political affiliation, actual or perceived sexuality, or gender identity.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

4. **Special Use Dwelling Units**

   a. When a unit that meets a specific need (e.g., a unit designed to accommodate a disabled person requiring the use of a wheelchair) becomes available, that unit will be offered in the following order:

   - The unit will be offered first to a current resident of another unit managed by MHA having disabilities and requiring the accessibility features of the vacant unit.
   - If no such resident exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit.
   - If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.
b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

5. **Dwelling Unit Offers**

Generally, MHA will make up to three unit offers to an applicant. MHA can make a unit offer in any development in an effort to balance occupancy and reduce vacancy days between tenants. MHA will offer the first unit to an eligible family.

When the applicant is matched to the specific unit, that dwelling unit becomes “un-rentable” until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers.

a. As an applicant moves near the top of the waiting list, MHA will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.

b. Upon availability for occupancy, an applicant will be offered a unit.

c. Upon offer of an apartment, the applicant shall have two (2) working days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.

d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the assigned period will result in withdrawal of the offer and inactivation of the application.

Carl Lischeske, for rent of 115 Prospect Ave, Sausalito, CA 94965 for the tax year 2019. If you have issued or are going to issue a 1099 would you please email or fax me a copy so I can give it to our CPA.

Thank you

If the family rejects the first offer, a second unit offer will be made following the same process. In the event the applicant rejects the second offer, a third offer may be considered for “good cause”. Examples of “good cause” reasons for the refusal to take occupancy include:

a. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his or her inability to move, the applicant shall retain his or her place on the eligible applicant list and be offered the next succeeding vacancy of appropriate size.

Marin Housing Authority
Admissions and Continued Occupancy Policy
Effective: May 1, 2020
b. If applicant presents to the satisfactory of MHA clear evidence that acceptance of a given offer of a suitable vacancy offer will result in undue hardship such as inaccessibility to source of employment, children’s day care and the like, not related to consideration of race, creed, color, sex, national origin, disability, handicapped status, or familial status, the applicant shall retain his or her place on the eligible applicant list and be offered the next unit.

c. The family demonstrates to the satisfaction of MHA that accepting the offer will result in a situation where a family member’s life, health, or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessment related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

d. A qualified and knowledgeable health professional verifies that temporary hospitalization or recovery from illness of the principal household member, other household members, or live-in aide necessary to care for the principal household member is occurring at the time of the offer.

7. **Unit Refusals**

a. The unit is inappropriate for the applicant’s disabilities.

b. When an applicant refuses the two offers of an apartment and does not show “good cause” for a third offer, his/her application shall be removed from the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is NOT related to race, creed, sex, national origin, religion, disability or familial status.

c. An Applicant will have two (2) working days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a rejection of the offer.
LEASING OF DWELLING UNITS
(24 CFR 966 Subpart A)

1. Lease Agreement

   a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as MHA shall require prior to actual admission. One copy of the lease will be given to the lessee and the original will be filed as part of the permanent records established for the family.

   The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

   b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to all adult members of the household before execution of the lease. All adult members of the household must sign the lease in front of the appropriate MHA representative.

   c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another MHA community, the existing lease will be canceled. A new lease will be executed for the unit to which the family is to move by the head of household and will be signed by all adult members of the household.

   If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if MHA desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

   d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP), including all appendices, and the Grievance Procedure.

   e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.

   f. Live-in Aide, as defined in Section B, will not be party to the lease nor will the Aide’s income be taken into consideration in the calculation of resident rent. Families requiring Live-in Aide assistance must have such assistance approved by MHA prior to the Aide’s occupancy in the dwelling unit. In the event that the family vacates the unit, the Aide will be required to vacate as well. In no case will the Aide be considered the remaining
Member of the tenant family. Live-in Aides will be required to sign the Live-in Aide Agreement.

2. Security Deposit

The resident shall provide MHA prior to occupancy with a security deposit as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 21 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why MHA is withholding the security deposit will be sent.
ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.

2. Eligibility Criteria:
   a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
   b. Minor children added to the household must meet the definition of family. Documentation of foster status, temporary custody, permanent custody, legal guardian status, or adoption must be provided before adding minor children to the household.
   c. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.

3. Application Denial. MHA may deny the application for any of the following reasons:
   a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
   b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
   c. Applicant(s) do not meet the criteria for family as established in Part B.
   d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
   e. Other reasons as determined from time to time by the Executive Director.

4. Additions that do not require Approval of the Applications. MHA shall not deny approval for any of the following:
   a. Newborn infants of members currently on the lease.
   b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.

5. House Guests. Dwelling units are adequate in size for the resident family only, and house guests staying with the family for a period in excess of 14 consecutive days shall be permitted only upon
advance written consent of the Housing Manager. Families may not have house guests for more than 30 days during any calendar year without advance written consent of the Housing Manager.

MHA may require the resident family or guest to provide documentation of the guest’s residency elsewhere. Examples of this documentation include a current lease or proof of ownership, current household bills in the name of the guest at another location, or a notarized statement from the owner of the guest’s residence.

MHA may inspect the unit to assess the guest’s status and verify that the guest has not been added to the household. If MHA determines the guest is residing in the unit, the resident will be required to add the person to the household, subject to those requirements.

Violation of the guest policy may result in the guest being placed on MHA’s no trespass list.
APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE A BUSINESS IN THE UNIT

Prior to making a determination the resident shall request MHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by MHA. When a resident desires to operate a legal profit making business from the leased unit, MHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

a. Local Building health codes, requirements for license or governmental approval;
b. Local Zoning Ordinances;
c. The effect on MHA Insurance Coverage;
d. Utility Consumption;
e. Possible Damage to the leased unit;
f. Estimated traffic and parking;
g. Disturbance of other residents;
h. Attraction of non-residents to the neighborhoods; and,
i. Possible use of tenant business as a cover for drug-related activities.
MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D: CONTINUED OCCUPANCY
ELIGIBILITY FOR CONTINUED OCCUPANCY

For residents to be considered eligible for continued occupancy, the following must apply:

1. Who qualifies as a family as defined by federal requirements and this policy (see definition in Part B).

2. Who conform to the Occupancy Standard established for lower income housing. (see Part C)

3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and

4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history that may be reasonably expected to adversely affect:
   a. The health, safety, or welfare of other residents
   b. The peaceful enjoyment of the neighborhood by other residents
   c. The physical environment of the neighborhood.

5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

6. Who have not been involved in drug related or criminal activity.

7. Who have not been convicted of a crime.

8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.

9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.

10. Who meet the requirements for community service or participation in self-sufficiency programs.

11. Who continues to occupy the apartment on a full-time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for termination of the lease.
12. Who are, with the aid of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that MHA, in its sole judgment, determines that the remaining person(s) is (are):

a. Otherwise eligible for Continued Occupancy, and
b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
d. Legally competent to execute a lease in his (their) own name.

13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:

a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;

b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;

c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
c. **Non-citizen students**: Defined by HUD in the noncitizen regulations and are not eligible for assistance.
INSPECTIONS

Standard of Inspection

MHA will maintain its properties and buildings in a manner that meets the standards outlined in applicable regulations as well as the local standards in the market. Standards generally include criteria for site work, building systems, dwelling units, and common areas and all inspections have the goal of maintaining this standard.

In addition to meeting the established standard, the unit must be in good working condition, including running hot and cold water, including an adequate source for potable water. In addition, all utilities must be on in the unit at all times. The unit must also have at least one working smoke detector on each level of the unit. All equipment must be in good working order and any equipment that is not working properly that is the property of the tenant must be removed from the unit.

Types Inspections

1. Move-In/Pre-Occupancy Inspections

Prior to occupancy, MHA staff will conduct a physical inspection of the dwelling unit with the tenant present. The MHA staff will demonstrate to the family representative the operation of the unit appliances, fixtures, shut-off valves, electrical panel, and smoke detectors.

The condition of the dwelling unit will be recorded on an inspection form provided by MHA. The inspection form will be signed by the family representative and MHA representative. Any repairs noted will be completed prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be completed do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family’s occupancy file.

2. Regular Periodic Inspections

MHA shall maintain its public housing properties in a condition that complies with standards that meet or exceed the uniform physical condition standards established by HUD. Such housing standards shall ensure that dwelling units are safe and habitable.

In the event an inspection is scheduled and there are unattended minors present in the unit, the inspection shall be rescheduled. In the event this inspection has to be rescheduled more than one time, it shall be considered a failed inspection under the terms of the lease.

MHA shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with the Secretary’s requirements, as well as spot inspections where there exists a threat to health and/or safety. MHA shall retain the results of such inspections and, upon request of the Secretary, the
Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

Inspections shall be conducted using MHA’s forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or MHA. Where the family has been advised to take corrective action, MHA staff will conduct a follow-up inspection within five (5) working days if such corrective action is of a general nature. Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy. Inspection repairs that are the result of tenant damage shall be charged in accordance with the Maintenance Charge Policy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family may participate in a move-out inspection along with a member of MHA staff. MHA will offer a pre-inspection upon request. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post-occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison. If a tenant fails to attend the move-out inspection, it will not be rescheduled and the tenant will waive all rights to appeal damage charges.

Following move-out by the family, renovation, and/or redecoration of the dwelling unit as a result of the family’s occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family’s security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, MHA management will take any and all actions at its disposal to collect the remaining balance from the family.

Notice of Inspection

For inspections defined as annual/periodic inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, MHA will give the tenant at least two (2) days written notice. If MHA determines there is an issue with health of safety, no advance notice is required.

Emergency Inspections

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

If the failed item is the responsibility of the resident, notice will be given stating 24 hours to correct the deficiency or eviction may occur. MHA will re-inspect the unit after the 24-hour period to verify the abatement of the emergency item.
The following items are to be considered examples of emergency items:

- No hot or cold water
- No electricity
- No gas service
- Inability to maintain adequate heat
- Major plumbing leak
- Mold
- Natural gas, propane, or LP gas leak
- Broken lock(s) on first floor doors and windows
- Broken windows that unduly allow weather elements into the unit
- Electrical outlet smoking or sparking
- Exposed electrical wires that could result in shock or fire
- Unusable toilet when only one toilet is present in the unit
- Security risks such as broken doors or windows that would allow intrusion
- Blocked egress or excessive belongings stored in the unit that would be consistent with “hoarding” conditions.
- Missing or non-working smoke detectors. A working smoke detector must be mounted properly on the wall or ceiling. A “chirping” smoke detector is considered to be non-working.
- Other conditions that pose an immediate threat to health or safety

Mold

Mold will be considered a health and safety hazard in public housing units. The cause will be considered in whether to charge the tenant for repairs. MHA will take seriously the presence of mold in a unit in order to prevent health hazards. MHA may choose to move the family to a vacant unit to allow for time to abate the mold. This decision will not be taken lightly and will not be determined based on the tenant’s statement or a doctor’s statement based on tenant information only. If the mold is tenant-caused, MHA will consider putting the family on a schedule for regular housekeeping inspections to ensure the problem is not repeated.

Other Inspections

MHA will determine when or if other types of inspections are required. Other types of inspections can include, but are not limited to, housekeeping, security, or safety. Issues needing attention may arise that are not specifically outlined and these inspections will be conducted at MHA’s discretion based upon a needs determination.
REEXAMINATIONS
(24 CFR 960.257)

1. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

a. To comply with the Federal requirements relating to annual reexaminations.

b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.

c. To determine if the unit size and type is still appropriate to the family’s needs and in compliance with the Occupancy Standards.

d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

2. Annual Reexaminations

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. A family paying flat rent shall have its eligibility reexamined every three (3) years. Families paying flat rents will, however, be required to update information related to family composition each year.

In addition, any family whose sole source of income is from a fixed-income source shall have its eligibility reexamined every three (3) years. These families will also be required to update information related to family composition each year and the fixed income amount will be adjusted annually by the amount of the increase in the source (i.e. Social Security annual increase percentage).

Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy. Failure to complete reexamination includes:

a. Failure to supply or cooperate in the verification process pertaining to income, family composition, and eligibility.

b. Refusal to properly execute required documents.
3. **Special Reexaminations**

If at the time of admission, annual reexamination, or interim reexamination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,

b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Reexamination will be scheduled on a date determined by MHA’s estimate of the time required for the family’s circumstances to stabilize. If at the time of the scheduled Special Reexamination, it is still not possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Reexamination completed. Rent determined at special reexaminations shall be made effective the first of the month following the first determination. The Special Reexaminations are not to replace the Annual Reexamination.

Special Reexaminations may also be required for residents claiming “zero income” and may be repeated as often as necessary; however, not more frequently than monthly. Residents claiming “zero income” may be required to provide documentation of paid bills for the last 90 days, written statements from persons providing and assistance, or similar documentation to protect against fraudulent activity.

4. **Interim Reexaminations**

MHA must conduct interim reexaminations if income has decreased, causing a decrease in rent.

MHA must conduct interim reexaminations if income has decreased, causing a decrease in rent. Once the decrease is verified the new rent goes into effect retroactively to the one month after it is reported. MHA will try to verify by the 15th of the month to make effective the following month.

Change in family composition also results in an interim reexamination.

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. The following are specific changes that must be reported in writing within fifteen (15) days of their occurrence:

a. All changes in family composition. Additions to the family, other than through birth of a child to a family member on the lease, must be approved by MHA in advance in accordance with Part C; Admission of Additional Members.

b. The loss or addition of a wage earner.

c. The loss or addition of an income source.
d. In cases of ten (10) month employment cycles, for example public school food service workers, custodial workers and teacher aides, no interim rent changes shall be effective during the two (2) months of non-employment. Instead, the ten (10) month income shall be considered annual income and shall be computed on a twelve (12) month basis.
Following the normal eligible deductions for dependents, etc. A similar adjustment may be made for other seasonal workers at the discretion of MHA.

e. All requests for an interim reexamination must be submitted and the reported verified by the 15th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days, in temporary reduction in hours, etc. Rent adjustments will be made accordingly:

   (i) Interim decreases in rent shall always be effected and shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 15th day of the month in order for the decrease to be effective the first of the following month.

   (ii) Interim increases in rent shall only be effected where the change is estimated to result in an increase in annual income and shall become effective the first of the second month following that in which the change occurred.

   (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.

f. MHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

5. Processing Reexaminations

   All reexaminations shall be processed under the following conditions:

   a. All data must be verified and documented as required in Part C, Verification. MHA will not adjust rent downward until satisfactory verification is received. Verification must be received by the 15th of the month in order for the decrease to be effective on the first of the following month.

   b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.

   c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.

   d. All interim changes in tenant’s rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by MHA and the tenant or by "Notice of Rent Adjustment".
e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of MHA, as long as the verification has been completed by the 15th day of the month.

f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.

g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by MHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.

h. The Executive Director of MHA, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of MHA is correct.
TERMINATION OF THE DWELLING LEASE
(24 CFR 966.4)

MHA shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by MHA in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.

2. MHA may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).

3. MHA may terminate the lease if MHA determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by MHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. MHA may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of MHA.

5. MHA may terminate the lease for any violent or drug-related criminal activity on or off of the premises of MHA, or any activity resulting in a felony conviction.

The term “drug-related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance.

MHA reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.

6. MHA may terminate the lease for failure to meet community service or participation in self-sufficiency program requirements.

7. MHA may terminate the lease for failure to pay charges, including late charges or charges for damage to property.

8. MHA may terminate the lease for lying about material facts in any written statements.

9. MHA may terminate the lease for serious or repeated damage or destruction of property.
10. MHA may terminate the lease for making or keeping a threat to the health or safety of other residents or employees.

11. MHA may terminate the lease for failure to pay resident purchased utilities.

12. MHA may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. MHA management may find that extenuating circumstances exist, however. MHA will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver’s license, job application, etc.).

13. Procedure for termination of the Lease shall be as follows:

   a. MHA shall give fourteen (14) days written notice of termination if said termination is caused by Resident’s failure to pay rent.

   b. MHA shall give a seven (7) day notice without cure if the health or safety of other tenants, employees, or persons residing in the immediate vicinity of the premises is threatened, or in the event of any drug-related or violent criminal activity or any felony conviction, except that if the state or local law provides for a shorter period of time, such shorter period shall apply. This termination is not subject to the Grievance Procedure.

   c. MHA shall give thirty (30) days written notice of termination in all other cases.

   d. A written record of every lease termination shall be maintained by MHA and shall contain the following information:

      (i) Name and identification of the unit occupied

      (ii) Date and copy of Notice of Termination

      (iii) Specific reason(s) for Notice to Terminate

      (iv) Date and method of notifying tenant of reasons for lease termination

      (v) Summary of any conference(s) with the tenant, including names of conference participants
TRANSFER POLICY

Reassignment or transfers to other dwelling units shall be made without discrimination as defined in this policy.

1. **Objectives of the Transfer Policy**
   
   a. To address emergency situations.
   
   b. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
   
   c. To facilitate a relocation when required for modernization or other management purposes.
   
   d. To facilitate relocation of families with inadequate housing accommodations.
   
   e. To eliminate vacancy loss and other expenses due to unnecessary transfers. To accommodate remaining family members following the departure of other household members to prevent over housing of the remaining members. Note that live-in aides, foster children, foster adults, and any member added to the household within the last eighteen (18) months do NOT qualify as remaining members of a family.

2. **Types of Transfers**
   
   a. MHA Initiated - MHA may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management for the following reasons. Additionally, a resident may refuse a proposed transfer for cause, such as the long distance from his/her employer.

   (i) In the event of a fire, accident or natural disaster that results in the dwelling unit becoming uninhabitable, the resident will be offered alternative accommodations within the neighborhood if a rentable unit in the appropriate size is available. If the appropriate size is not available, the family may be over housed but placed on the transfer list with the transfer being accomplished at the appropriate time. If no unit is available within the neighborhood, the family may be transferred to an appropriate unit available at another -owned neighborhood. If the move is to a site where residents purchase all or some utilities, the resident will pay the cost of any deposit required by the utility company.

   (ii) When a resident is transferred because the unit has become uninhabitable, the management of MHA shall determine the cause of the condition of the unit for the purpose of deciding whether relocation assistance may be offered to the resident and whether the transfer shall be considered permanent. Based on this determination, the following actions will be taken:
(a) If the condition of the unit is the fault of MHA, the resident shall be provided with relocation assistance such as the cartage of household goods, the cost and methods of which are to be determined by management. The resident will normally be offered the opportunity to return to his original unit at his own expense, assuming that the unit can be rehabilitated and is still the appropriate size for the family.

(b) If the condition of the unit is the fault of neither MHA nor the resident, as in the case of a natural disaster, MHA may provide such relocation assistance as management deems appropriate. A transfer to a correctly sized apartment will be considered permanent.

(c) If the condition of the unit was caused by the resident, his family, or guests, no relocation assistance will be provided and the resident may be charged for all damages to property. A transfer to a correctly sized apartment will be considered permanent.

(iii) If a site requires modernization type work that necessitates vacating apartments, the affected resident will be relocated at MHA's expense in available vacant units within MHA. If determined feasible by management, MHA will attempt to relocate affected residents into vacant units within the site. Other decisions related to modernization transfers will be made by MHA Board of Commissioners and the Executive Director or his/her designee. MHA may suspend normal transfer procedures to facilitate modernization type activities.

b. Transfers for Approved Medical Reasons

A resident who desires to relocate on advice of a physician may request a transfer with MHA, however, the resident must provide MHA with verification from an approved physician.

The transfer must have approval of Executive Director or his/her designee.

c. Occupancy Standards Transfers

If a tenant's family composition NO LONGER conforms to MHA's Occupancy standards for the unit occupied, MHA may require the tenant to move into a unit of appropriate size. This section establishes both that MHA has an obligation to transfer residents to the appropriately sized unit and that residents are obligated to accept such transfers. These will be made in accordance with the following principles:

(i) Determination of the correctly sized apartment shall be in accordance with MHA's Occupancy Standards.

(ii) Transfers into the appropriately sized unit will be made within the same neighborhood unless that size unit does not exist on the site.
(iii) MHA may, at its discretion, separate a single household into multiple households if sufficiently large units are not available or if management and the family determine this to be in the interest of both the family and the neighborhood. Based on the selection criteria for new admissions, management shall determine that each smaller family unit is eligible by HUD definition and contains a leaseholder capable of discharging lease obligations.

(iv) The number of units offered to a family transferring will be one (1) unless there is a hardship situation as determined by MHA. If the resident refuses the dwelling unit offered, the lease may be terminated by management.

(v) Families with children in school being transferred outside their current neighborhood will not be required to move until the current school year is finished if MHA determined that a transfer would cause a hardship to the family.

(vi) Transfers may be made to correct occupancy standards and may take precedence over new admissions.

(vii) Upon redetermination, the resident will be notified of any transfer to another dwelling unit and that such dwelling is available by receipt of a Notice of Termination from the HA within fifteen (15) days following the notice to transfer to the new dwelling.

d. Transfers for Non-disabled families living in accessible units.

(i) The dwelling lease states what type of unit the resident family is residing in. If the unit leased is a designated accessible unit and the family occupying the unit is not a family requiring accessibility features, the family agrees to transfer to a non-accessible unit if and when the unit is needed for a disabled family.

(ii) MHA may from time to time have an excess of accessible units. In an effort to get the best use of all units MHA may from time to time rent an accessible unit to a family that has no disabled members. MHA will advise the family of the requirements to transfer if and when a disabled designated family is determined eligible.

(iii) This section establishes both that MHA has an obligation to transfer non-disabled residents residing in accessible units to non-accessible designated units and that the non-disabled families are obligated to accept such transfers.

(iv) For the purposes of determining the priorities for transfers, this type of transfer shall be considered an MHA initiated transfer.

3. Priorities for Transfers

a. Within the eligible types of transfers, transfers shall be performed according to the following priorities prior to housing any additional families from the waitlist:
(i) Emergency transfers;

(ii) Administrative transfers:

(a) MHA initiated transfers

(b) Transfers to facilitate demolition, disposition, or rehabilitation of units

(c) Occupancy Standard Transfers

(d) (iii) Resident requested

Transfers for victims of domestic violence will be made in accordance with the Violence against Women Act section of this policy.

4. **Transfer Procedures**

a. The Executive Director or other designated staff shall:

(i) Prepare, prioritize, and maintain a transfer list for each property.

(ii) Notify residents by letter of their pending transfers or approval of transfer request.

(iii) Determine whether a vacancy is used for transfer or move-in.

(iv) Maintain transfer logs and records for audit.

(v) Notify residents with pending transfers as their name approaches the top of the list.

(vi) Conduct home visits at the current dwelling unit for housekeeping.

(vii) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.

(viii) Participate in evaluation of requests for transfer based on approved medical reasons.

(ix) Issue final offer of vacant apartment as soon as vacant apartment is identified.

(x) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident five (5) working days to complete transfer.
(xi) Process transfer documents to appropriate MHA staff.

(xii) Participate in planning and implementation of special transfer systems for modernization and other similar programs.

(xiii) Inspect both apartments involved in the transfer, charging for any resident abuse.

(xiv) Family pays all outstanding charges, including and charges for damages to the current unit, due MHA. If there are outstanding charges and the transfer is not MHA initiated, the resident’s security deposit cannot be transferred to the new dwelling unit and refund will be made once any charges are deducted. If the transfer is MHA initiated, the security deposit will be transferred. Any balance remaining after all claims are made shall be repaid to MHA in accordance with the following schedule:

- Damages less than $250 30 Days in One Payment
- Damages $250 - $500 60 Days in Two Payments
- Damages more than $500 90 Days in Three Payments

This payment period may be extended at the discretion of MHA on a case-by-case basis.

(xv) Family signs new lease.

b. Only one offer of an apartment will be made to each resident being transferred within his or her own neighborhood [Matrix].

c. A resident being transferred outside his or her own neighborhood will be allowed to refuse one offer only. In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized, or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for termination of the lease. When a person has requested a transfer for approved medical reasons declines the offer of such an apartment, MHA is not obligated to make any subsequent offers. MHA will notify the resident in such cases that MHA has discharged its obligations to the resident that he remains in the apartment at his own risk, and that MHA assumes no liability for his condition.

d. Any resident aggrieved by any action or inaction of MHA relative to his/her transfer request may file a request for a hearing in accordance with the grievance procedure.

5. Right of Management to Make Exceptions

This policy is to be used as a guide to ensure fair and impartial means of assigning units for transfer. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.
ABANDONMENT OF A UNIT

MHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident is absent from the dwelling for a period of fifteen (15) days, and the resident has not notified MHA in writing in advance of an intended absence, or otherwise as provided in this Agreement. The following criteria will be used in determining if the unit has been abandoned:

a. Absence from the unit;

b. Some or all of utilities have been turned off;

c. A dramatic reduction in utility/electric bills;

d. Repeated inability to contact the resident;

e. Incarceration or sentencing of the head of household for 30 days or longer;

e. Lack of personal possessions remaining in the apartment.

MHA will post eighteen (18) days at the abandoned unit. The notice shall inform the participant family of MHA’s intention to terminate the lease and related actions. If the participant family does not respond to the notice, the family’s lease will be terminated and MHA will enter the unit to remove any remaining personal possessions.

The family must supply any information or certification requested by MHA to verify that the family is living in the unit, or relating to family absence from the unit, including any MHA requested information or certification on the purposes of family absences. The family must cooperate with MHA for this purpose.

If the family appears to have vacated the unit without giving proper notice, MHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, MHA will secure the unit immediately to prevent vandalism and other criminal activity. MHA may remove and dispose of any personal property, left in the resident’s dwelling or elsewhere on the HA’s property in accordance with State of California Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident’s security deposit, unless in MHA’s sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.
COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY
(24 CFR 960 Subpart F)

1. Policy Statement

It is the policy of MHA to enhance and promote economic and social self-sufficiency. As such, MHA shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

- **Income mix** (MHA may establish and utilize income-mix criteria for the selection of residents.)

- **Targeting** (mandatory): Not less than 40% of dwelling units owned by MHA shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

- **Incentives to promote de-concentrating of very low-income families**: Describe incentives, if applicable.

- **Cooperation Agreements for Economic Self-Sufficiency** (mandatory): MHA shall enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements shall facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist MHA or welfare or public assistance agency to carry out its functions. MHA shall also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by MHA, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service Requirement

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of MHA shall:

a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,

b. Participate in an economic self-sufficiency program for eight (8) hours per month.
4. **Exemptions**

Exemptions to paragraph 3 above shall be made for any individual who:

a. Is 62 years of age or older;

b. Is a blind or disabled individual defined under section 216(l)(1) or 1614 of the Social Security Act (42 USC 416(l)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;

c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after August 1, 1997) that include:
   i. unsubsidized employment;
   ii. subsidized private sector employment;
   iii. subsidized public sector employment;
   iv. work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
   v. on-the-job training;
   vi. job search or job readiness assistance;
   vii. community service programs;
   viii. vocational educational training (not to exceed 12 months with respect to any individual);
   ix. job skills training directly related to employment;
   x. education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
   xi. satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; or
   xii. the provision of child care services to an individual who is participating in a community service program.

d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,
e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

In the event a resident has a balance of community service hours required and claims an exemption, that balance will be reduced by 16 hours per month of exemption. If the exemption is claimed and verified for a continuous three-month period, then any remaining balance is eliminated.

5. Verification of Exemptions

Exemptions will be verified, to the greatest extent possible, by third-party documentation as follows:

a. Age will be verified by generally accepted proof of age. Examples include driver’s license, state issued identification, birth certificate, or any other documentation issued by a governmental entity.

b. Blindness or disability will be verified by the receipt of benefits under the Social Security Act such as SSI or as documented by a licensed medical practitioner.

c. Work activity will be verified upon submission of the claim for exemption. Documentation shall be provided along with the claim for exemption and acceptable forms of documentation include a current pay stub (less than 30 days old) from an employer, current photo identification from an employer, written statement from an employer, or any other reasonable proof of employment. Acceptable forms of documentation for educational or job training programs are current photo identification issued by the educational institution, written statement from the education or training provider, or any other reasonable proof of participation in an educational or training program.

d. The exemption for having to engage in work activity under the state program funded under Part A of title IV of the Social Security Act shall be verified by providing a copy of the assistance check, a written statement from the assistance provider, or any other reasonable proof of participation in that program.

e. The exemption for being a member of a family receiving benefits under a program funded under Part A of Title IV of the Social Security Act shall be verified by obtaining a certification from the primary recipient of the benefits.

Residents will be notified in writing of the final determination of the claim for exemption once verification is obtained.
6. **Annual Determinations**

For each public housing resident, MHA shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

7. **Noncompliance**

If MHA determines that the resident subject to the requirement under paragraph 3 has not complied with the requirement, MHA shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

MHA shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the requirement under paragraph 3 who has been determined to be not compliant with the requirements under paragraph 3, and has failed to attempt to cure the noncompliance.

8. **Location of the community service or family self-sufficiency program**

Adult residents subject to the requirement under paragraph 3 may participate in a community service or an economic self-sufficiency program at a location not owned by MHA.

MHA may provide a community service or an economic self-sufficiency program to meet the requirements of paragraph 3; however, MHA shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of MHA or supplant a job at any location at which community work requirements are fulfilled.

9. **Treatment of Income Changes Resulting from Welfare Program Requirements**

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. **Decreases in Income for Failure to Comply**

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.
b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

MHA shall obtain written notification from the relevant welfare or public assistance agency specifying that the family’s benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 9.a and 9.b above shall have the right to review the determination through MHA’s grievance procedure.
MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E: FRAUD
FRAUD

If MHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts MHA will take action to determine whether there has been program abuse. Once MHA determines that fraud has occurred and decides to terminate the lease due to fraud, MHA will provide the family with a 30-day Notice to Evict. MHA may require repayment by the family. Further, MHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

MHA considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.

2. If any examination of the tenant’s file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.

3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.

4. If it is found that the tenant’s misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by MHA shall always result in immediate termination of the lease. MHA reserves the right to demand full payment within seven days.

5. MHA shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of MHA to press state and Federal authorities for prosecution of cases, which, in MHA’s judgment, appear to constitute willful and deliberate misrepresentation.
MARIN HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F: RENT POLICY
1. **Minimum Rental Amount**

MHA has established a minimum Total Tenant payment of $50.00 per month.

2. **Rent Collection**

   a. Rent is due on the first day of each month.

   b. A 14-Day Notice of Termination will be served on the tenant on the eighth (8th) business day of the month. If the total rental payment due is not paid within fourteen (14) days, MHA will issue an unlawful detainer and file in court for all monies due and for possession of the unit. Rent will be accepted up until the court filing date if the total amount is paid in full. **No partial payments will be accepted.** Should the resident wish to settle the suit out of court, resident payment shall include all past due rent, late fees, court filing fees, and other reasonable costs associated with the filing of the eviction as directed by the court.

   c. A late charge will be added to the monthly rental payment for any rent paid after the seventh (7th) business day of the month in the amount of $15.00. All payments after the assessment of a late charge shall be made by certified check, cashier’s check, or money order. No personal checks will be accepted for payment after the assessment of the late charge.

   d. In the event a check is returned to MHA for insufficient funds, a charge of $25.00 will be assessed to the tenant. In the event the tenant is assessed this charge, the next three payments must be made by certified check, cashier’s check, or money order. Personal checks will only be accepted for any payment after three months since the assessment of an NSF charge.

   e. If a family is served three (3) consecutive 14-day notices or four (4) 14-day notices within a twelve (12) month period, their lease shall be terminated for chronic rent delinquency. ACH maybe required for continued occupancy.

3. **Payments After the Delinquency Date**

The family may enter into a written agreement with MHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of MHA. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. A longer repayment period may be authorized upon approval by the Executive Director. Should the family fail to make payments in accordance with the terms of the agreement to repay, MHA shall serve a notice to vacate to the family. Should MHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.
4. **Retroactive Rent Charges**

Retroactive rent charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director or designee.

5. **Vacated Tenants with Balances**

Vacated tenants will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. **Terms and Conditions of Payment of Security Deposits**

Prior to lease signing, MHA must receive full payment of the security deposit. At the discretion of the Executive Director or his/her designee, deposits may be accepted in incremental payments. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution. All security deposits will be paid by certified check, cashier’s check, or money order. No personal checks will be accepted for security deposits.

In properties designated for the exclusive occupancy by elderly or disabled persons, MHA will allow the keeping of pets in accordance with MHA’s Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats.

7. **Terms and Conditions of Other Charges in Addition to Rent**

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges at the first of the month following the receipt of the invoice or bill for the charges. Such charges will be made based on actual cost of labor and materials. MHA will notify residents of any assessed charges in writing. In the event there is a dispute in an assessed charge, the resident must notify the Housing Manager within ten days of the date of the letter.

In the event of damages discovered at move-out, the family’s security deposit will be reduced by the amount necessary to execute repairs above “normal wear and tear”. Any remaining balance will be refunded to the resident under the following conditions:

a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person.

b. The resident owes no other charges for excess utility consumption, late fees on rental payments, etc.
c. The remaining balance will be paid within thirty (30) days of move-out.

8. Exemption for Hardship Circumstances

MHA shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;

b. The family would be evicted as a result of the imposition of the minimum rent requirement;

c. The income of the family has decreased because of changed circumstances, including loss of employment;

d. A death in the family has occurred.

If a resident requests a hardship exemption and MHA reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, MHA shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.


MHA shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by MHA:

a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by MHA; or,

b. Income Based Rents: The monthly rental amount shall not exceed 30% of monthly adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

(i) $400 for any elderly or disabled family;
(ii) The amount by which 10% of the annual family income is exceeded by the sum of:

(a) Un-reimbursed medical expenses for any elderly family or disabled family;
(b) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family (including such disabled member) to be employed.

(iii) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education;

(iv) $480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;

(v) Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed $480 for each child for whom such payment is made;

(vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:

(a) The amount that such family member has legal obligation to pay, or,
(b) $550 for each individual for whom such payment is made.

(vii) The amount of any earned income of a member of the family who is not:

(a) 18 years of age or older, and
(b) The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, MHA shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:
a. Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,

c. Such other situations as may be determined by MHA.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency (24 CFR 960.255)

It is the policy of MHA to encourage and reward employment and economic self-sufficiency.

Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12-month period.)

The total period of disallowance is 24 months. Once the period begins, it cannot be “stopped” and continues, regardless of whether or not there is still income to be disallowed. Income during the first 12-month period will have a 100% disallowance and income during the second 12-month period will have a 50% disallowance. If, for some reason, there is no income to disallow, the disallowance is lost.

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program
requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

MHA shall obtain written notification from the relevant welfare or public assistance agency specifying that the family’s benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through MHA’s grievance procedure.

13. Policy for Payments of any Amounts under a MHA Repayment Agreement

Repayment Agreements are entered into and approved by MHA at its sole discretion and MHA is under no obligation to extend the option for a repayment agreement to any tenant. MHA will not enter into a repayment agreement if there is a repayment agreement in place or if the amounts owed by the family exceed the federal or state threshold for criminal prosecution.

The Head of Household and the spouse/co-head, if applicable, must sign the repayment agreement and are equally responsible for the repayment of the amounts owed. Payments are due on a monthly basis no later than the close of business on the 15th calendar day of the month or the first business day after the 15th calendar day if that day falls on a weekend or holiday.

The payment terms for all repayment agreements are indicated in the following table.
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<thead>
<tr>
<th>Total Amount Due</th>
<th>Minimum Initial Payment</th>
<th>Minimum Monthly Payment</th>
<th>Maximum Terms Payment</th>
</tr>
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<td>$100 or Balance</td>
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</tr>
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<td>$201-$500</td>
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<td>$200</td>
<td>18</td>
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<tr>
<td>$3000 Or More</td>
<td>$350</td>
<td>$200 or 1/24 of Total*</td>
<td>24</td>
</tr>
</tbody>
</table>

* Whichever Amount is Greater

If a payment is not received by the end of the business day on the due date and prior approval for an alternate due date is not provided by MHA, MHA will send a delinquency notice giving the family 10 calendar days to bring the payments current. A family’s failure to maintain the payment schedule of the repayment agreement will be grounds for the immediate termination of tenancy in accordance with the provisions of this policy. If a family receives three delinquency notices in a 12-month period, the repayment agreement will be considered to be in default and tenancy will be terminated in accordance with the provisions of this policy.
APPENDIX A: GRIEVANCE PROCEDURE
I. PURPOSE

This Grievance Procedure has been adopted to provide a forum and procedure for residents to seek the just, effective, and efficient settlement of grievances against the Marin Housing Authority (MHA).

II. GOVERNING LAW

The law governing this Grievance Procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 – 966.57).

III. APPLICABILITY

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to all individual grievances (as defined in Section IV below) between a resident and MHA with the following two (2) exceptions:

A. This Grievance Procedure is not applicable to disputes between residents not involving MHA or to class grievances involving groups of residents. Also, this Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and MHA’s Board of Commissioners.

B. HUD has issued a determination that California State law provides the basic elements of due process necessary when eviction of a resident occurs in the following cases, and therefore this policy is not applicable when the eviction is due to:

   (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HA; or

   (2) Any drug-related criminal activity on or off such premises.

IV. DEFINITIONS

The following definitions of terms shall be applicable to this Grievance Procedure:

A. Grievance: Any dispute which a resident may have with respect to an action or a failure to act by MHA in accordance with the individual resident’s lease or applicable regulations, which adversely affects the individual resident’s rights, duties, welfare, or status.

B. CFR: The code of federal regulations that contains the federal regulation governing this Grievance Procedure.
C. **Complainant:** Any applicant or resident (as defined in this section below) whose grievance is presented to the Central Office of MHA in accordance with the requirements set forth in this procedure.

D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec 802), as from time to time amended; and alcohol abuse that MHA determines interferes with the health, safety or peaceful enjoyment of MHA's property by other MHA residents, MHA's employees, persons residing in the immediate vicinity of the dwelling, representatives, contractors, agents, law enforcement officials and/or the public.

E. **PHA or “MHA”**: Marin Housing Authority, a body corporate and politic organized and existing under the laws of the State of California.

F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:

   (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;

   (2) Right of the resident to be represented by counsel;

   (3) Opportunity for the resident to refute the evidence presented by MHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;

   (4) A decision on the merits.

G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.

H. **HUD:** The United States Department of Housing and Urban Development.

I. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.

J. **Promptly:** Within the time period indicated in a notice from MHA of a proposed action that would provide the basis for a grievance if the resident has received a notice of a proposed action from MHA.

K. **Resident Organization:** An organization of residents, which includes any Resident Management Corporation and specifically includes the Resident Organization.

L. **Resident:** The adult person (or persons) other than a live-in aide:
(1) Who resides in the unit and who executed the lease with MHA as lessee of the dwelling unit, or, if no such person resides in the unit.

(2) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.

V. INCORPORATION IN LEASES

This Grievance Procedure shall be incorporated by reference in all public housing dwelling leases between residents and MHA, whether or not so specifically provided in such leases.

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. Initial Presentation: Any grievance must be personally and promptly presented, either orally or in writing to MHA Central Office, no later than fifteen (15) business days after the occurrence of the event giving rise to the grievance. Grievances received by the MHA Central Office will be referred to the person responsible for management of the complex in which the Complainant resides. As soon as the grievance is received, it shall be reviewed by MHA management to determine whether the exclusions in Section III B (1) Or III B (2) above apply to the grievance. Should one of the exclusions apply, the Complainant will be notified in writing that the matter raised is not subject to MHA’s grievance procedure, with the reason therefore.

B. Informal Settlement Conference: If the grievance is not determined to fall within one of the two exclusions mentioned in Sections III B (1) and III B (2) above, then MHA will, within fifteen (15) calendar days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be promptly notified in writing of the time and place for the informal settlement conference.

C. Written Summary: Within fifteen (15) calendar days after the informal settlement, MHA shall prepare a summary of the informal discussion and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will specify the procedures by which the Complainant may obtain a formal hearing if not satisfied with the proposed disposition of the grievance. A copy of the written summary shall be placed in the Complainant’s resident file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this Grievance Procedure:
A. **Request for Hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to MHA’s Central Office, no later than fifteen (15) calendar days after the date Complainant receives the summary of discussion delivered as required under Section VI above.

Complainant’s written request for a formal hearing must specify:

1. The reasons for the grievance;
2. The action or relief sought by the Complainant; and
3. If the Complainant so desires, a statement setting forth the times at which the Complainant shall be available for a hearing during the next fifteen (15) calendar days;
4. If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer waive this requirement.

B. **Failure to Request Hearing:** If the Complainant fails to request a hearing within fifteen (15) Calendar days after receiving the written summary of the informal settlement conference, MHA’s decision rendered at the informal hearing becomes final and MHA shall not thereafter be obligated to offer the Complainant a formal hearing, unless the Complainant can show good cause, in MHA’s sole discretion, why he/she failed to proceed in accordance with this procedure.

VIII. **Selection of Hearing Officer**

All grievance hearings shall be conducted by an impartial person appointed by MHA after consultation with resident organizations, in the manner described below:

A. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedures:

1. MHA shall nominate a slate of persons to sit as permanent hearing officers. These persons may include, but shall not be necessarily limited to, qualified third party hearing officers, MHA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer, feels capable of impartiality, agrees to serve without compensation, and has sufficient time to serve.

2. The slate of potential appointees shall be submitted to the Resident Organization for written comments. MHA shall consider written comments from the resident organization before appointments are finally made. Objection to the appointment of a person as a hearing officer must be considered but is
not dispositive as to the proposed appointment with respect to which objection may be made.

(3) On final appointment, the persons appointed and the Resident Organization shall be informed in writing of the appointments. A list of all qualified hearing officers shall be kept at MHA Central Office and be made available for public inspection at any time.

The persons who have agreed to serve as hearing officers for grievances brought under this procedure are listed on Exhibit I attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.

B. The designation of hearing officers for particular grievance hearing shall be governed by the following provisions:

(1) All hearings shall be held before a single hearing officer.

(2) Appointments to serve as a hearing officer with respect to a particular grievance shall be made by MHA in random order, subject to availability of the hearing officer to serve in each such case. MHA may employ any reasonable system for random order choice.

(3) No MHA staff may be appointed as hearing officer in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.

(4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest.

Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a Complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer fails to disqualify himself or herself as required in this Grievance Procedure, MHA shall remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing officer.
IX. SCHEDULING OF HEARINGS

A. Hearing Prerequisites: A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

(1) The Complainant has requested a hearing in writing.

(2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.

(3) If the matter involves the amount of rent which MHA claims is due under the Complainant’s lease, the Complainant shall have paid to MHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer.

Unless waived by MHA in writing, no waiver shall be given by MHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of MHA. However, failure to make payment shall not constitute a waiver of any the resident may have to contest MHA’s disposition of Complainant’s grievance in any judicial proceeding.

B. Time, Place, Notice

(1) Upon Complainant’s compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the Complainant and MHA, no later than the fifteenth (15th) calendar day after Complainant has completed such compliance.

(2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate MHA official, who, unless otherwise designated, shall be the Executive Director.
X. **Procedures Governing Hearings**

A. **Fair Hearings**

The hearings shall be held before a hearing officer as directed above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any MHA documents, including records and regulations that are directly relevant to the hearing. If the Complainant desires to examine such documents, the Complainant must notify MHA no later than 12:00 PM on the business day prior to the scheduled hearing date.

   The Complainant shall be allowed to copy any such document at the Complainant’s expense. If MHA does not make the document available for examination upon request by the Complainant, MHA may not rely on such document at the grievance hearing.

2. The Complainant may request a list of witnesses that MHA intends to present at the hearing. If requested, MHA must provide such list to Complainant no later than 12:00 PM the business day prior to the scheduled hearing.

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

4. The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant’s complaint, to controvert evidence relied on by MHA and to confront and cross examine all witnesses upon whose testimony or information MHA or its management relies. MHA will record all hearings.

5. A decision solely and exclusively upon the facts presented at the hearing.

B. **Discovery**

The Complainant is required to make available to MHA a copy of all documents that Complainant intends to present or utilize at the hearing. The Complainant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date. If the Complainant does not make the document available for examination upon request by MHA, the Complainant may not rely on such document at the grievance hearing.

Additionally, the Complainant must provide MHA with a list of witnesses that the Complainant intends to present at the Hearing no later than 12:00 pm the business day prior to the scheduled hearing.
C. **Prior Decision in Same Matter**

The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

D. **Failure to Appear**

If the Complainant or MHA fails to appear at a scheduled hearing, the hearing officer may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and MHA of the determination.

E. **Required Showing of Entitlement to Relief**

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter MHA must sustain the burden of justifying MHA’s action or failure to act against which the Complainant is directed.

F. **Informality of Hearing**

The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

G. **Orderly Conduct Required**

The hearing officer shall require MHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

H. **Transcript of Hearing**

The Complainant or MHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

I. **Accommodation to Disabled Persons**

MHA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident that is required by this procedure shall be in an accessible format.
XI. INFORMAL HEARING PROCEDURE FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The resident family may request that MHA provide for an informal hearing after the family has notification of the United States Citizenship and Immigration Service (USCIS) decision on appeal, or in lieu of request of appeal to the USCIS. The resident family must make this request within thirty (30) calendar days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) calendar days of receipt of the USCIS appeal decision.

XII. DECISION OF THE HEARING OFFICER

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision

The hearing officer shall prepare a written decision, together with the reasons for the decision within fifteen (15) calendar days after the completion of hearing

(1) A copy of the decision shall be sent to the Complainant and MHA. MHA shall retain a copy of the decision in the Complainant’s resident file.

(2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by MHA and made available for inspection by any prospective Complainant, his representative, or the hearing officer.

B. Binding Effect

The written decision of the hearing officer shall be binding upon MHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless MHA’s Board of Commissioners determines, within fifteen (15) calendar days, and properly notifies the Complainant of its determination, that:

(1) The grievance does not concern MHA action or failure to act in accordance or involving the Complainant’s lease, or MHA’s regulations, which adversely affect the Complainant’s rights, duties, welfare or status, or

(2) The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contact between HUD and MHA.

C. Continuing Right of Complainant to Judicial Proceedings

A decision by the hearing officer or Board of Commissioners in favor of MHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.
XIII. NOTICES

All notices under this Grievance Procedure shall be deemed delivered:

(1) Upon personal service thereof upon the Complainant or an adult member of the Complainant’s household;

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

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

XIV. MODIFICATION

This Grievance Procedure may not be amended or modified except by approval of a majority of MHA Board of Commissioners, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this Grievance Procedure must provide for at least thirty (30) calendar days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. MHA shall consider the comments submitted before final adoption of any amendments hereto.

XV. MISCELLANEOUS

A. Captions

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

B. Concurrent Notice

If a resident has filed a request for a grievance hearing hereunder in a case involving MHA’s notice of termination of tenancy, the Complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

Therefore, if the hearing officer upholds MHA’s action to terminate the tenancy, MHA may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to the Complainant.
INTRODUCTION

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires that the Marin Housing Authority adopt policies and procedures governing the deconcentration of poverty and income mixing as required by section 10(a)(3)(B) of the 1937 Housing Act. It is the Marin Housing Authority’s (MHA) policy to provide for deconcentration of poverty and encourage income mixing.

The goal of this policy is lessen the concentration of poverty and to create mixed-income communities and within MHA’s public housing developments. This will be accomplished through admissions practices designed to bring in higher income residents to lower income developments and lower income residents into higher income developments. Toward this end, MHA will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Deconcentration Policy is intended to work in conjunction with MHA’s annual income targeting requirements. The QHWRA requires that 40 percent of all new admissions to public housing developments during a fiscal year must be residents whose household income, at the time of admission, is equal to or lower than 30 percent of the Area Median Income. This “income targeting” requirement is separate from the Deconcentration Policy, which is comparative in nature.

MHA will affirmatively market housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

DEFINITIONS

The following definitions are provided in order to clearly and define the affected developments and families under this Deconcentration Policy.

A final rule was published at 24 CFR 903 on August 6, 2002, amending the definition of “Established Income Range” and that change is reflected in this revised policy.

Covered Developments: Public housing developments that are of general occupancy or family public housing developments that are not exempt from the deconcentration requirement.

Exempt Developments: Public housing developments that are operated by housing authorities with fewer than 100 units; public housing developments that house only elderly persons or persons with disabilities, or both; public housing developments operated by housing authorities that operate only one general occupancy development; public housing developments approved for demolition or conversion to tenant-based assistance; and public housing developments that include units operated in accordance with a HUD-approved mixed-finance plan using HOPE VI or public housing funds awarded before the effective date of the Deconcentration Final Rule.
Jurisdiction-Wide Established Income Range: The average annual household income of all residents of all covered developments is the Jurisdiction-Wide Established Income Range (EIR).

Development Average Household Income: The average annual household income of all residents of a specific covered development.

Developments outside the Jurisdiction-Wide Established Income Range: A development where the Average Household Income is between 85 percent and 115 percent of the Jurisdiction-Wide EIR is considered to be within the Jurisdiction-Wide EIR. If the average household income in a development is less than 85% of the EIR or greater than 115% of the EIR, the development is considered to be outside the Jurisdiction-Wide EIR with the following exception:

A covered development with an average household income exceeding 115% of the Jurisdiction-Wide EIR shall not be considered outside the Jurisdiction-Wide EIR if the upper limit that exceeds 115% of EIR is less than 30 per cent of area median income. (24 CFR 5.603(b).

Analysis

In order to achieve and maintain deconcentration, MHA will comply with the following:

a) Determine the Jurisdiction-Wide Established Income Range for all covered developments at least an annual basis.

b) Determine the average household income for each covered development.

c) Determine whether each covered development falls above, within, or above the established income range, except that the upper limit shall never be less than 30 per cent of the median area income limit.

d) Determine, for those developments having average incomes outside the established income range, if there are factors to explain and/or justify the income profile as being consistent with and furthering two sets of goals: the goals of deconcentration and income mixing as specified by the statute; and the local goals and strategies contained in MHA Annual Plan.

e) Where the income profile for a covered development is not explained and/or justified in MHA Annual Plan a specific policy to provide for deconcentration and income mixing in applicable covered developments.

Analysis will be completed at least annually, but may be accomplished more frequently to determine the effectiveness of various initiatives employed to achieve deconcentration.

Action Plan

If a covered development has been identified as falling above or below the established income range, MHA will define and communicate specific procedures to be employed with the goal of achieving deconcentration. It is the goal of MHA to generally increase the level of income for residents of public
Housing, create more stratified developments, and obtain agency self-sufficiency, therefore; the Deconcentration Policy shall not be employed to be counterproductive to that goal.

In addition, the policy will, under no circumstances, be employed through steering or in any way reducing the choice in residence of the individual family.

In order to deconcentrate a development, MHA will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income-targeting goal. To the greatest extent possible, MHA will provide incentives to encourage families with incomes below the established income range to accept units in developments with incomes above the established income range or to encourage families with incomes above the established income range to accept units in developments with incomes below the established income range.

MHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

These may include but are not limited to:

a) Rent Incentives to select particular developments.

b) Payment Plans for deposits.

c) Flexibility in move-in dates.

A family has the sole discretion whether to accept an offer of a unit made under MHA’s deconcentration policy. MHA shall not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under the deconcentration policy.
APPENDIX C: REASONABLE ACCOMMODATIONS POLICY
INTRODUCTION

This Reasonable Accommodation Policy and Procedures, sets forth the policy and procedures of the Marin Housing Authority in connection with making reasonable accommodations for qualified applicants or residents with disabilities for participation in MHA’s public housing programs and activities.

PART A: POLICY

Policy Statement

MHA is committed to ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of MHA’s housing services or programs solely on the basis of such disabilities. Therefore, if an individual with a disability requires an accommodation, such as an accessible feature or modification to MHA’s policy, MHA will provide such accommodation, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial or administrative burden. In such a case, MHA will make another accommodation that would not result in a financial or administrative burden.

Purpose

This Policy is intended to:

- communicate MHA’s position regarding reasonable accommodations for persons with disabilities in connection with the agency’s housing programs, services, and policies;

- establish a procedural guide for implementing such Policy; and

- comply with applicable federal, state and local laws to ensure accessibility for persons with disabilities to housing programs, benefits and services administered by MHA.

Authority

The requirements of this Policy are based upon the following statutes or regulations:

- Section 504 of the Rehabilitation Act of 1973, as amended (“Section 504”) prohibits discrimination on the basis of disability status and states that:

“No qualified individual with handicaps shall, solely on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department”.

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• The Fair Housing Act ("FHA") prohibits discrimination in the sale, rental and financing of dwellings. The FHA requires reasonable accommodations in rules, policies, practices, services and reasonable modifications to dwelling units and public common areas;

• Title II of the Americans with Disabilities Act ("ADA"), prohibits discrimination on the basis of disability status by public entities. Except as provided in 35.102 (b), of 28 CFR Part 35, the ADA applies to all services, programs and activities provided or made available by public entities; and

• Part 8, of Code of Federal Regulations, Title 24, Housing and Urban Development, entitled Non-Discrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development applies to recipients of federal funds and implements the requirements of the Rehabilitation Act.

**Monitoring and Enforcement**

The Fair Housing and Equal Opportunity Office ("FH&EO Office") is responsible for monitoring MHA’s compliance with, and enforcing the requirements under this Policy. Questions regarding this Policy, its interpretation or implementation should be made by contacting MHA’s FH&EO Office in writing, or in person by appointment, at:

San Francisco Regional Office of FHEO
U. S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104
(415) 489-6526
(800) 347-3739
TTY: (415) 436-6594

The FH&EO Office may require the submission of data from MHA’s public housing developments and field offices in order to evaluate and document compliance with this Policy.

**General Principles for Providing Reasonable Accommodations**

Listed below are the general principles which provide a foundation for the Policy and which MHA staff should apply when responding to requests for reasonable accommodations within all housing programs:

• It is presumed that the individual with a disability is usually knowledgeable of the appropriate types of, and methods of providing, reasonable accommodations needed when making a request. However, MHA reserves the right to investigate and offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.

• The procedure for evaluation and responding to requests for a reasonable accommodation relies on a cooperative relationship between MHA and the applicant/resident. The process is not adversarial.
• MHA shall inform all applicants and residents of alternative forms of communication. The Request Form is designed to assist MHA and our applicants/residents. If an applicant/resident does not, or cannot use the Request Form, MHA will still respond to the request for an accommodation. The applicant/resident may also request assistance with the Request Form or such applicant/resident may request that the Request Form be provided in an equally effective format or means of communication.

Example(s): Some examples of alternative equally effective form of communication include the following: Qualified interpreters, printed material, telecommunication devices for deaf persons (TDD’s), a Relay System, or other aurally delivered materials available to persons with hearing impairments. Qualified readers, taped texts audio recordings, Brailled materials, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

• If the accommodation is reasonable, MHA will grant it.

• MHA will grant the request for a reasonable accommodation only to the extent that an undue financial and administrative burden is not created thereby.

• All written documents required by or as a result of this Policy must contain plain language and be in appropriate alternative formats in order to communicate information and decisions to the person requesting the accommodation.

• Any required meetings with a person with a disability will be held in an accessible location.

Amendment

Policy: The Policy may be amended only by resolution of MHA Board.

Procedures: The Procedures may be amended within the scope of the Policy by the Executive Director.

Legal Compliance: Any amendment to the Policy or Procedures shall be consistent with all applicable laws and regulations.

Staff Training

The Special Assistant to the Commissioner for the FH&EO Office will ensure that training sessions are held at least annually concerning the Policy and the Procedures and all applicable Federal, state and local requirements regarding reasonable accommodations.
**PART B: PROCEDURES**

**Procedure #1: Communication with Applicants and Residents**

At the time of application, all applicants must be provided with the Request for Reasonable Accommodation Form (the “Request Form”), a copy of which is affixed hereto as Attachment 1, or, upon the applicant’s request, the Request Form must be provided in an equally effective format.

Residents seeking accommodations may contact MHA’s Property Management or Central Office. Residents may also contact the FH&EO Office directly to request the accommodation.

MHA is responsible for informing all residents that a request may be submitted for reasonable accommodations for an individual with a disability. All residents will be provided the Request Form when requesting a reasonable accommodation. However, a resident may submit the request in writing, orally, or use another equally effective means of communication to request the accommodation. Upon receiving the request, housing management and/or the FH&EO Office will respond to the request within twenty (20) business days. If additional information or documentation is required, a written request should be issued to the applicant or resident by using the Request for Information or Verification Form (“Request for Information”) a copy of which is affixed hereto as Attachment 2. A submission date should be specified in the Request for Information so as not to delay review of request.

MHA will maintain at its Housing Admissions Office; Management Offices; and Central Office written materials, which summarizes this Policy and highlights the procedures for making a request for reasonable accommodations.

**Procedure #2: Sequence for Making Decisions**

A. Is the applicant/resident a qualified “individual with a disability”?

   - If No, we are not obligated to make a reasonable accommodation; therefore, we may deny the request.
   - If yes, go to Step B.

   - If more information is needed, either write for more information using the standard Request for Information letter, or request a meeting using the standard Request for Meeting letter. (A copy of the Request for Meeting letter is affixed hereto as Attachment 5).

B. Is the requested accommodation related to the disability?

   - If No, we are not obligated to make the accommodation; therefore, we may deny the request.
   - If yes, go to Step C.

   - If more information is needed, either write for more information using the standard Request for Information letter, or request a meeting using the Request for Meeting letter.

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C. Is the requested accommodation reasonable? This determination will be made by following Procedure #3 - Guidelines for Determining Reasonableness.

- If yes, we will approve the request for reasonable accommodation. A written description of the accommodation will be prepared and included in the Letter Approving Request for Reasonable Accommodations.

- If No, we may deny the request. Submit the denial using the Letter Denying Request for Reasonable Accommodations.

- If more information is needed, either write for more information using the Letter Approving Request for Reasonable Accommodations, or request a meeting using the Request for Meeting letter.

Procedure #3: Guidelines for Determining Reasonableness

1. In accordance with the Policy, MHA will consider the requested method for providing reasonable accommodations for an individual with a disability. However, MHA is required to evaluate the requested method and may require the individual with a disability to provide further information to demonstrate the need for the requested accommodation to enable access to and use of the housing program. Additionally, MHA may offer equally effective alternatives to the requested accommodation, and/or alternative methods for providing the requested accommodation.

2. Requests for reasonable accommodations will be considered on a case-by-case basis. Decisions regarding reasonable accommodations will be made in compliance with all applicable accessibility laws and requirements. Additionally, in those circumstances where MHA deems that a proposed reasonable accommodation would fundamentally alter the service, program, or activity, or would result in undue financial and administrative burdens, MHA has the burden of proving such result(s).

3. The responsibility for the decision that a proposed reasonable accommodation would result in such alteration or burden shall rest with the Executive Director of his/her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by written statement of the reasons for reaching that conclusion. If an action would be result in such an alteration or such burden, MHA shall propose any other action that will not result in or require an alteration or burden.


5. MHA may verify a person’s disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. MHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may MHA require specific details as the nature of the disability. MHA may require documentation of the manifestation of the disability that causes a
Need for a specific accommodation or accessible unit. A PHA may not inquire as what the specific disability is.
ATTACHMENTS TO PROCEDURES

Attachment 1 - Request for a Reasonable Accommodation

Attachment 2 - Request for Information or Verification

Attachment 3 - Letter Denying Request for Reasonable Accommodations

Attachment 4 - Letter Approving Request for Reasonable Accommodation

Attachment 5 - Request for Meeting
MARIN HOUSING AUTHORITY

Request for a Reasonable Accommodation

Marin Housing Authority
4020 Civic Center Drive
San Rafael, California 94903

If you need:

• A change in our policies or procedures
• A repair or change in your apartment
• A repair or change to some other part of the property
• A change in the way we communicate with you

Because of a disability, you may ask for this change, which is called a “reasonable accommodation”.

If your request is reasonable, if it is not prohibitively expensive, and if it does not result in a change in the scope and focus of what MHA does, we will try to make the changes you need.

We will make every effort to render a decision within thirty (30) business days. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If we turn down your request, we will explain our decision, and you may give us additional information.

Please advise us if you need help in using the form, or if you wish to receive this Request Form in an alternative format to meet your communication needs.
MARIN HOUSING AUTHORITY

Request for a Reasonable Accommodation Form

The following member of my household has a disability:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Please provide this reasonable accommodation (specify accommodation(s)):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

I need this reasonable accommodation because:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Name: _______________________

Address: _____________________

________________________________________________________________________

Telephone:

Date: ________________________
MARIN HOUSING AUTHORITY

Request for Information or Verification

Marin Housing Authority
4020 Civic Center Drive
San Rafael, California 94903

Date: ____________________________

To: ______________________________________________________________________

Dear Applicant or Resident:

We have received your Request for a Reasonable Accommodation. In order to decide how to address your request, we need further information about [issue, simply & clearly stated].

Requested information is needed to know more because [reason, simple & clearly stated].

You can give us more information by [acceptable methods of verification]. If these methods are not suitable for you, other ways of providing the information may also be acceptable.

A decision will not be made until we have received this new information.

If you think you have given us this information or you think that we should not make this request, or have any additional questions, please give us a call at (850) 243-3224.

Thank you,

[name/title]
MARIN HOUSING AUTHORITY

Letter Denying Request for Reasonable Accommodations

Marin Housing Authority
4020 Civic Center Drive
San Rafael, California 94903

Date: ____________________________

To: ______________________________

Dear Applicant or Resident:

You requested the following change or accommodation [describe request]. We have attached a copy of your request form. Your request has been denied due to the following:

- You do not meet the definition of an individual with handicaps and we are not required to provide a reasonable accommodation.
- You do not need this accommodation in order to enjoy or participate equally in our housing.
- It will create undue financial and administrative burdens for MHA.
- It will change the fundamental nature of our program.

Decision was based on [give reasons in clear & simple language].

MHA relied on these facts to deny you request [give facts in clear & simple language].

To make this decision we [tell what documents or records were reviewed, tell which people we spoke with, describe other aspects of the investigation process].

If you disagree with our decision, you may contact the Fair Housing and Equal Opportunity (FH&EO) Office at (415) 489-6526. The FH&EO Office is located at One Sansome Street, Suite 1200, San Francisco, California 94104.
MARIN HOUSING AUTHORITY

Letter Approving Request for a Reasonable Accommodation

Marin Housing Authority
4020 Civic Center Drive
San Rafael, California 94903

Date: ______________________________________

To: ______________________________________

Dear Applicant or Resident:

We have approved your request for the following change or seasonable accommodation [description].

• We can provide you with this accommodation by [date].

• To make the change you requested, we must have three bids and then arrange installation. This is why we are not able to provide you with the accommodation immediately.

• [other reason for delay]

If you think this change or reasonable accommodation is not what you requested, if it is not acceptable, or if you object to the amount of time it will take to provide it, you may contact the Fair Housing and Equal Opportunity (FH&EO) office at (415) 489-6526. The FH&EO Office is located at One Sansome Street, Suite 1200, San Francisco, California 94104. You may also contact the following agencies:

Please give us a call at (415) 491-2525 if you have any questions.

Thank you,
MARIN HOUSING AUTHORITY

Request for a Meeting

Marin Housing Authority
4020 Civic Center Drive
San Rafael, California 94903

Date: ________________________________

To: ________________________________

______________________________

Dear Applicant or Resident:

We have received your request for a reasonable accommodation. It would help us make our decision if we could meet with you. You may bring someone to assist you with the meeting.

We would like to meet [date, time, place]. If you are not able to come at that time, please give us a call at (415) 491-2525.

During this meeting we will discuss [describe issue simply & clearly].

Please come ready to talk to us about the changes you requested. Please bring copies of any information that you would like to give us.

We look forward to meeting with you.

[signature/title]
APPENDIX D:  PET POLICY
MARIN HOUSING AUTHORITY
Pet Policy
(24 CFR 960 Subpart G)

This pet policy is adopted pursuant to the Quality Housing and Work Responsibility Act of 1998. It has been reviewed and approved by MHA Board of Commissioners and by the Department of Housing and Urban Development. All heads of household must sign a copy of this policy to acknowledge their understanding of the terms of all three pages of this policy. For the purpose of this policy, the Marin Housing Authority is designated a family housing complex.

Assistance animals to the handicapped are exempt from certain portions of this policy as indicated below. While it is required that assistance animals be maintained in a sanitary and safe manner, no portion of this policy is intended to restrict any disabled person’s rights under Fair Housing Law.

1. Residents of public housing will be allowed to have the following pet or pet combination only:
   a. One common household pet, as defined in paragraph 2.B. below; or
   b. One fish tank 25 gallons or less, one bird cage, or one hamster/gerbil cage; or
   c. One each of a and b above.

2. Pet Registration and Management Approval

   All pets must be registered by the tenant with MHA before they are brought onto MHA common areas or buildings, including rental units. The registration shall include:

   a. A complete description of the assistance animal, including breed, age, color, height and weight.
   b. One (1) color photo of the assistance animal, not less than 3” x 3” in size.
   c. The name, address and phone number of at least two persons who have consented to be responsible for the assistance animal in any circumstance where the resident assistance animal owner is unable to care for the assistance animal.
   d. A signed statement by the assistance animal owner that he or she has read the Pet Policy and agrees to comply with the policy as a condition of his or her lease.
   e. Documentation that the animal is registered with and licensed by Marin County. This license must be kept current at all times.
   f. Proof that any dog or cat is spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age.

3. Additionally, the registration must include the following:

   a. A certificate, signed by licensed veterinarian or State or local authority empowered to inoculate animals, stating that the pet has received all inoculations required by State and local laws.
   b. Information sufficient to identify the pet and to demonstrate that it is a common household pet. “Common household pet” means a smaller domesticated animal, such as a dog, cat, bird, fish, or turtle, that (1) is traditionally kept in the home for pleasure rather than for commercial purposes and (2) can reasonably be expected not to exceed
20 pounds when full grown. Reptiles, except for turtles, are not common household pets. The above weight limit shall not apply to assistance animals.

c. Proof that any dog or cat is spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age.

d. The name, address, and phone number of the responsible party who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

Tenant agrees that tenant shall indemnify and save harmless and defend MHA, from all suits based on personal injury, bodily injury (including death), or property damage (including destruction) received or claims, damages, and expenses of any kind arising from or in connection with tenant’s pet.

4. For each pet tenant agrees to pay a $300.00 pet deposit at the time the lease is signed. In the case of a current tenant who wishes to obtain a pet, deposit payments must be made prior to bringing the pet onto MHA property. The tenant must pay total amount prior to bring the pet onto MHA property. The above deposits shall not apply to assistance animals.

5. All cats and dogs must be leashed while in common areas of the development. In no instance shall a pet be left tied outside the unit.

6. Registered pet owners are responsible for the removal of and disposal of pet waste. Failure to dispose of waste on MHA grounds will result in a work order charge assessed to the resident’s rent account.

7. Cat litter boxes and bird and hamster cages must be changed at least once a week and the contents properly disposed of.

8. Registered pet owners must not allow a pet to be left unattended for a period of 24 hours or more. If MHA discovers that a pet has been left in the unit for over 24 hours unattended, MHA may contact animal control or another authority for the removal of the pet for the health and safety of the pet.

9. Tenant is responsible for the control of noise and odor caused by a pet. If a tenant cannot control the noise of a pet, MHA will require that the pet be removed.

10. Registered pet owners must not allow a pet to stray to other units.

11. Registered pet owners will be responsible to cover or remove pet’s open food and water when the Pest Control Company comes to spray the units. MHA will not be responsible for the illness or death of a pet due to tenant’s failure to adhere to this regulation.

12. Tenants must not throw food in the yard to feed pets.

13. A pet cannot weigh over 25 pounds at maturity. This requirement does not apply to assistance animals.
14. Visitors will not be allowed to bring their pets into the development unless that pet is an assistance animal. Tenants who allow visitors to bring pets into their unit, will be subject to pet deposits.

15. MHA will not register a common household pet if the keeping of the pet will violate any applicable house pet rule, or if the presence of the pet will constitute a serious threat to the health of another resident of the development, or if the pet owner fails to provide complete pet registration information and fails to update pet registration annually.

16. A pet will constitute a serious threat to the health of an individual only if the individual has filed with MHA a certificate signed by a licensed physician indicating that exposure to the pet will cause allergic reaction that will constitute such a threat to that individual.

17. If a pet become vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, MHA will require the pet owner to remove the pet immediately from the housing development. If the pet owner refuses, they shall be evicted. If MHA is unable to contact the pet owner, it will contact the appropriate State or local authority to have the pet immediately removed from the development premises.

18. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, MHA will contact the responsible party listed in the pet registration. If MHA has made a reasonable attempt to contract the responsible party, but the party is unwilling or unable to care for the pet, MHA will contact the appropriate State or local authority and request the removal of the pet.

19. Violation of these rules will be grounds for (1) the removal of the pet from the unit for as long as the tenant remains with MHA or (2) termination of the lease in accordance with State and local law and applicable regulations.
APPENDIX E: ASSISTANCE ANIMAL POLICY
1. Policy Overview

In compliance with Section 504 or the Rehabilitation Act of 1973, MHA will permit residents of housing developments to own and maintain assistance animals.

Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Assistance animals—often referred to as “service animals,” “assistance animals,” “support animals,” or “therapy animals”—perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing minimal protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to those who have a disability-related need for such support.

Violation of this policy is a serious violation of the lease and MHA has a zero tolerance for such violations. Any violation of this policy can result in termination of tenancy.

2. Verification of Need for Assistance Animal

The need for an assistance animal must be verified. The applicant or tenant must sign a release of information form to discuss their request with a person(s) that he or she has designated. Third party verification will be obtained from an appropriate person(s) who is knowledgeable about the applicant/tenant’s disability. MHA staff may discuss the request or the response with the applicant/tenant prior to making a determination. MHA staff will evaluate the request and the third-party response to determine if the request should be accepted or denied.

3. Assistance Animal Registration and Management Approval

All assistance animals must be registered by the tenant with MHA before they are brought onto MHA common areas or buildings, including rental units. The registration shall include:

g. A complete description of the assistance animal, including breed, age, color, height and weight.

h. One (1) color photo of the assistance animal, not less than 3” x 3” in size.

i. The name, address and phone number of at least two persons who have consented to be responsible for the assistance animal in any circumstance where the resident assistance animal owner is unable to care for the assistance animal.
j. A signed statement by the assistance animal owner that he or she has read the Assistance Animal Policy and agrees to comply with the policy as a condition of his or her lease.

k. Documentation that the animal is registered with and licensed by Marin County. This license must be kept current at all times.

l. Proof that any dog or cat is spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age.

4. **Refusal to Register Assistance Animals**

MHA may decline to register an assistance animal for any of the reasons set forth below. If MHA refuses to register an assistance animal, notification will be provided to the tenant who requested registration. The notice will state the basis for the rejection, as size, disposition, etc., and will be served in accordance with MHA notice requirements.

MHA will refuse to register an assistance animal if:

a. Keeping the assistance animal would violate any of these Assistance Animal Policies;

b. The assistance animal owner fails to provide complete assistance animal registration information, or fails to update the registration annually; or

c. MHA reasonably determines that the assistance animal owner is unable to keep the assistance animal in compliance with the Assistance Animal Policy and other lease obligations. The assistance animal’s temperament and behavior may be considered as a factor in determining the assistance animal owner’s ability to comply with provisions of the lease.

5. **Alterations to Unit**

Assistance animal owners shall not alter their units, patio, premises or common areas to create an enclosure for any animal. Installation of pet doors is prohibited. Storage units cannot be used for animal containment or bird enclosures.

6. **Assistance Animal Waste Removal and Cleanliness Requirements**

Each assistance animal owner shall keep their unit and all common areas, inside and outside, clean and free of odors, insect infestations, feces, urine and litter. All animal feces are to be picked up and disposed of. Animal waste must be double wrapped in plastic and disposed of with garbage. Note: cat litter, even cat litter described as safe for toilet disposal and plastic or heavy paper used to transport animal feces must not be flushed down the toilet.

**Vaccinations/Inoculations:** Owners of assistance animals must provide a certificate, signed by licensed veterinarian or State or local authority empowered to inculcate animals, stating that the pet has received all inoculations required by State and local laws.
Compliance with City Codes and Ordinances: Any local code or ordinance pertaining to animals must be complied with and are hereby incorporated by reference in these policies. Residents must, therefore, comply with the codes and ordinances regarding animals in order to comply with this policy. This includes any ordinances related to the removal and disposal of assistance animal waste.

Litter Box Requirements: All animal waste or the litter from litter boxes shall be picked up and emptied every day by the assistance animal owner. Litter boxes shall be stored inside the resident’s dwelling unit.

Removal of Waste: Resident assistance animal owners are responsible for the removal of assistance animal waste from their yard or their assistance animal’s waste from any area by immediately placing the feces in a sealed plastic bag and disposing of it in an outside trash bin. MHA will not tolerate the accumulation of animal feces in any areas wherein animals are kept. Assistance animal owners must remove or dispose of feces immediately.

The resident assistance animal owner shall take adequate precautions to eliminate any odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Assistance animals are to be fed inside the unit. Feeding is not allowed on porches, sidewalks, patios or other outside areas. Residents are responsible for the removal of food and water when periodic pest control is performed by MHA.

7. Noise

Assistance animal owners must control the noise of assistance animals so that they do not interfere with or disturb other residents of MHA personnel, or otherwise constitute a nuisance to other residents. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, meowing, chirping or other similar activities.

8. Assistance Animal Care

Assistance animals may not be left unattended for more than twenty-four hours. MHA may remove any assistance animal left unattended in violation of this policy. Each assistance animal owner shall be fully responsible for the care of his or her assistance animal. Assistance animals must be maintained in a manner that prevents any damage to the owner’s unit, common areas or to building grounds or any MHA property.

Each assistance animal owner shall maintain his/her assistance animal so that the animal is healthy and not a nuisance to other residents in the building or neighborhood by reason of noise, unpleasant odors, or other objectionable behavior. Assistance animal owners are obligated by this policy to treat animals under their care in a humane, safe and sanitary manner consistent with this policy and local ordinances. Any assistance animal owner who mistreats an assistance animal, fails to adequately feed, exercise, groom and provide needed medical attention for a sick or injured animal, or confines or otherwise restrains an animal in a way detrimental to their well-being violates the terms of this agreement.
9. **Inspections**

MHA may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

10. **MHA Staff Access to Assistance Animal Occupied Units**

Assistance animal owners are required to notify MHA employees prior to their entry into the assistance animal owners’ unit, of the presence of an assistance animal in that unit. Assistance animal owners must also properly restrain the animal during the presence of MHA personnel. Assistance animal owners requesting maintenance service must state in their work order request that an assistance animal is present and the animal that resides in the unit.

MHA employees entering or leaving the assistance animal owner’s unit or premises are not responsible for securing or restraining the animal to keep it from leaving the unit. Containment of the assistance animal is at all times the responsibility of the resident assistance animal owner.

11. **Nuisance or Threat to Health or Safety**

Nothing in this policy shall prohibit MHA from requiring the removal of any assistance animal from a unit if the assistance animal’s conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants. Nuisance behavior shall include, but not be limited to noise, unpleasant odors or other objectionable behavior.

In the event a resident cannot care for his or her assistance animal due to an illness, absence, or death, and persons authorized by the resident to care for the assistance animal(s) cannot be found within twenty-four hours, the resident hereby given permission for the assistance animal to be released to the Humane Society/Animal Control, in accordance with Humane Society procedures. In no case shall MHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this procedure.

MHA will take all necessary steps to ensure that assistance animals that are or become vicious; display symptoms of severe illness; or demonstrate behavior that constitutes an immediate threat to the health or safety of others; are referred to the appropriate state or local entity authorized to remove such animals.

12. **Assistance Animal Rule Violation Procedures**

If MHA determines on the basis of objective facts that a tenant or a member of the tenant’s family has violated an assistance animal rule, MHA shall serve a notice of violation to the tenant. Violation of this Assistance Animal Policy shall constitute material violations of the tenant’s lease and shall be handled accordingly. This includes the tenant’s right to a hearing under MHA Grievance Procedure as provided for elsewhere in the Admissions and Continued Occupancy Policy.

13. **Lease Provisions**

Failure to comply with the rules and terms of the Assistance Animal Policy constitutes material non-compliance with the provisions of the lease. MHA’s determination that the assistance animal is a threat to
Health and safety shall not, in itself, be grounds for termination of the lease; however, failure to remove an assistance animal judged by MHA to be a nuisance or a threat to health and safety constitutes grounds for lease termination and eviction.

14. Exemption

MHA may at its sole discretion, grant an exemption to any requirement of this Assistance Animal Policy.
MARIN HOUSING AUTHORITY
Assistance Animal Registration Form

Call Name: ____________________________

Inoculations (Type): ____________________ Date: ____________________

_________________________________________  ____________________

Veterinarian Certification: ____________________ Date: ____________________

Names of other persons who will care for the animal(s) if resident is unable to do so:

Name: ____________________________________________________________

Address: __________________________________________________________

City/State/Zip: _______________________ Phone: ______________________

Day: __________________________ Night: ______________________

Name: ____________________________________________________________

Address: __________________________________________________________

City/State/Zip: _______________________ Phone: ______________________

Day: __________________________ Night: ______________________

In the event an animal(s) is left unattended for a period of twenty-four (24) hours or the person(s) listed above cannot care for the animal(s), and if no other person can be found to care for the animal(s), the tenant hereby given permission for MHA, or their designee, to enter the unit and release the animal(s) to the Humane Society/Animal Control, in accordance with their procedures, and the tenant releases and holds harmless MHA of all responsibility for any animal(s) so removed. The tenant further agrees that he or she will be liable for any costs, which may be associated with the temporary housing and feeding of the animal(s).

I have read MHA’s Assistance Animal Policy and understand its provisions. I agree to abide by these provisions fully and understand that permission to keep an animal will be revoked if I fail to do so. I have received a copy of the Policy. Violation of this Policy is a serious violation of the lease and any violation of this Policy can result in termination of tenancy.

_________________________________________  ____________________
Tenant Signature                        Date

Marin Housing Authority
Admissions and Continued Occupancy Policy
Effective: May 1, 2020

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MARIN HOUSING AUTHORITY  
Victims of Domestic Violence Policy  
(81 FR 80724)

I. Applicability

This policy addresses the protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for, or are the beneficiaries of, assistance under the Marin Housing Authority’s (MHA) Housing Programs which are covered by the Violence against Women Act (VAWA). Protections are not limited to women but cover victims of domestic violence, dating violence, sexual assault and stalking, regardless of sex, gender identity, or sexual orientation. This policy is intended as a guide for MHA’s personnel to use in day-to-day operations when working with applicants or tenants who are victims of the above actions.

II. Definitions

For purposes of this policy, the following definitions apply:

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

*Affiliated individual*: A spouse, parent, brother, sister, or child of an individual, or a person to whom an individual stands in the place of a parent or guardian; or any individual, tenant or lawful occupant living in the household of an individual.

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

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

*Domestic Violence*: Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
**Sexual assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person’s individual safety or the safety of others or suffer substantial emotional distress.

**III. Applicant and Tenant Protections**

**Notification**

MHA will provide each applicant and each tenant with the following documents:

- A “Notice of Occupancy Rights under the Violence Against Women Act,” which explains the VAWA protections under this policy, including the right to confidentiality, and any limitations on those protections, and

- A certification form to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault or stalking.

The above Notice and certification form will be provided to an applicant or tenant at the following times: time of application, time of denial of admission, time of leasing and with any notification of eviction.

The certification form should state that:

- the applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking;

- the incident of victim of domestic violence, dating violence, sexual assault or stalking that is the grounds for protection under this policy meets the applicable definition for such incident; and

- Include the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide.

**Prohibitive Basis for Denial, Termination of Assistance or Eviction**

An applicant to or tenant of MHA’s Housing Programs may not be denied admission to, terminated assistance from or evicted from a Program on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant or tenant otherwise qualifies for admission or occupancy.

A tenant of a Housing Program may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking if the...
criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and the tenant or an affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the dwelling lease by the victim or threatened victim of such incident or good cause for terminating the tenancy or occupancy rights of the victim or threatened victim of such incident.

Limitations of Protections

Nothing in this policy limits MHA, when notified of a court order, to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking, or the distribution of property among members of a household.

Nothing in this policy limits MHA from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault or stalking that is in question against the tenant or an affiliated individual of the tenant.

Nothing in this policy limits MHA from evicting a tenant if MHA can demonstrate an actual and imminent threat to other tenants or MHA employees would be present if the tenant or lawful occupant is not evicted. Words, gestures, actions and other indicators will be considered an “actual and imminent threat” if they meet the standard provided in the definition of “actual and imminent threat” in Section II.

Eviction related to an “actual and imminent threat” should only be utilized only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting local law enforcement to increase police presence or seeking other legal remedies to prevent the perpetrator from acting on a threat.

IV. Documentation Required

Request for Documentation

MHA will request, in writing, that an individual claiming protection under this policy submit the following documentation to MHA with fourteen (14) business days after the date that the applicant or tenant receives a request in writing for such documentation from MHA.

- The certification form described in Section III; or

- A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault or stalking or the effects of abuse; signed by the applicant or tenant; and that specifies under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking that is the ground for protection and remedies under this
policy and that the incident meets the applicable definitions of domestic violence, dating violence, sexual assault or stalking included in Section II; or

• A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency; or

• At the discretion of MHA, a statement or other evidence provided by the applicant or tenant.

If the individual does not provide permissible documentation within 14 business days after MHA has requested such certification in writing, the protections of VAWA do not limit MHA to:

• Deny admission of an applicant or tenant of a Housing Program;

• Deny assistance under a Housing Program to an applicant or tenant;

• Terminate the participation of a tenant in a Housing Program; or

• Evict the tenant, or a lawful occupant that commits a violation of the lease.

MHA may extend the 14-day deadline at its discretion.

The certification requirement may be satisfied by providing MHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. §1746) to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or by producing a Federal, State, tribal, territorial, or local police or court record.

If MHA receives permissible documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), MHA may require an applicant or tenant to submit third-party documentation, as described in the paragraph above within 30 calendar days of the date of the request for the third-party documentation.

Confidentiality

All information provided to MHA under this policy, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, will be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing or required for use in an eviction proceeding or otherwise required by applicable law.
V. Remedies Available

Bifurcation of the Dwelling Lease

MHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without regard to whether the household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under MHA’s Housing Programs.

If MHA exercises the option to bifurcate a lease, and the individual who was evicted or for whom assistance was terminated was the eligible tenant, MHA shall provide any remaining tenant or tenants that were not already eligible a period of 90 calendar days from the date of the bifurcation of the lease to establish eligibility for the same housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or establish eligibility under another housing program; or find alternative housing.

The 90-calendar day period will not apply beyond the expiration of a lease, unless it is permitted by program regulations.

VI. Emergency Transfer Plan

Marin Housing Authority (MHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence against Women Act (VAWA), MHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant’s current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of MHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether MHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Marin Housing Authority is in compliance with VAWA.
Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L qualifies for an emergency transfer, if:

- The tenant expressly requests the transfer; and
  - Either:
    - the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same dwelling unit, or
    - the tenant is a victim of sexual assault, the tenant reasonably believes there is a threat of imminent harm from further violence if the tenant remains in the same dwelling unit that the tenant is currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

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

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify and submit a written request for a transfer to their MHA Housing Specialist at the property management office or the General Director at the MHA Administrative Office, 4020 Civic Center Drive, San Rafael, CA 95509. MHA will provide reasonable accommodations to this policy for individuals with disabilities, including providing individualized assistance in completing forms. The tenant’s written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under MHA’s program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant’s request for an emergency transfer.

The following HUD Forms (provided in this Plan) are available to assist the tenant with making their request:

- HUD Form 5382 - Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation
- HUD Form 5383 - Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Confidentiality

MHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives MHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy
Rights under the Violence Against Women Act For All Tenants for more information about MHA’s responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking. This form is posted at all MHA offices and on line at the MHA website: www.marinhousing.org.

Emergency Transfer Timing and Availability

Emergency Transfers: Public Housing Program

MHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. MHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. MHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If MHA has no safe and available units for which a tenant who needs an emergency is eligible, MHA will:

- Assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move; and
- Continue and expand partnerships to strengthen access to supportive services for victims including victim advocates, legal aid services and local law enforcement; and
- At the tenant’s request, MHA will assist tenants in contacting local organizations that offer assistance to victims of domestic violence, dating violence, sexual assault, or stalking; and
- Seek opportunities for arrangements, including MOU’s with neighboring housing providers, to facilitate moves (such as Sacramento Housing and Redevelopment Agency).

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, MHA will assist you to move to a safe unit quickly using your existing voucher assistance. MHA will make exceptions to program regulations restricting moves as required and in accordance with the MHA Administrative Plan. MHA will expedite the administrative processes for participants requesting to transfer or port with their tenant-based voucher.

At your request, MHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by MHA.
• Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance. MHA will expedite the administrative processes for participants wishing to move to another PBV unit.

You may also request an emergency transfer under the following programs for which you are required to apply:
• Public housing program
• PBV assistance in another development not owned by the PHA

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.
Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, EMPOWER YOLO, 530-661-6336 (175 Walnut Street, San Rafael, CA) for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-787-3224 (TTY).
Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.
Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at: https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Related Forms

MHA will provide all residents with a current copy of the following related forms:

  MHA Notice of Occupancy Rights under VAWA

  Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternative Documentation (Form HUD-5382)

  Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)
NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Marin Housing Authority (MHA) complies with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

Protections for Applicants

If you otherwise qualify for assistance under MHA’s Housing Program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under MHA’s Housing Program you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under MHA’s Housing Program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control), or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

The MHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If MHA chooses to remove the abuser or perpetrator, MHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, MHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

Marin Housing Authority
Admissions and Continued Occupancy Policy
Effective: May 1, 2020
In removing the abuser or perpetrator from the household, MHA must follow Federal, State, and local eviction procedures. In order to divide a lease, MHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

**Moving to Another Unit**

Upon your request, MHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, MHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

1. **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below; and

2. **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request; and

3. **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

or

4. **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The MHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The MHA’s emergency transfer plan provides further information on emergency transfers.
Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The MHA can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from MHA must be in writing, and must give you at least 14 business days (Saturdays, Sundays, and Federal holidays not included) from the day you receive the request to provide the documentation. The MHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to MHA as documentation. It is your choice which of the following to submit if asked to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form included with this notice, which documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that MHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, MHA does not have to provide you with the protections contained in this notice.

If MHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), MHA has the right to request that you provide third-party documentation within 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, MHA does not have to provide you with the protections contained in this notice.
Confidentiality

Any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA must be kept confidential by MHA.

The MHA must not allow any individual administering assistance or other services on behalf of MHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The MHA must not enter your information into any shared database or disclose your information to any other entity or individual. However, MHA may disclose the information provided if:

- You give written permission to release the information on a time limited basis.
- The MHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires MHA or your landlord to release the information.

VAWA does not limit MHA’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, MHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if MHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If the above can be demonstrated, MHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.
Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider’s violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD office located in Jacksonville, Florida.

Attachment: Certification form HUD-5382
APPENDIX G: ZERO TOLERANCE POLICY
MARIN HOUSING AUTHORITY
Zero Tolerance Policy

Goal

The goal of the Zero Tolerance Policy is to ensure the safety and well-being of families and individuals who live in public housing.

The “one strike” policy applies to residents of MHA of the City of San Rafael. Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

MHA is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from MHA’s public housing developments, the One Strike policy shall:

A. free public housing residents from daily threats to their personal and family safety;
B. build public housing communities that are safer and drug-free;
C. support parents in their efforts to instill positive values in their families;
D. create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
E. set an example for the greater community.

Guiding Principles of the Zero Tolerance Policy

MHA Zero Tolerance Policy was developed based on the following principles:

A. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. MHA is committed to providing safe housing for all residents of MHA

B. Public and assisted housing should be awarded to responsible individuals. MHA shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.

C. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. MHA shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. MHA shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.
D. **Active community and governmental involvement in designing and implementing a One Strike policy is fundamental to its success.** MHA shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the One Strike policy.

**Screening and Admissions Policy**

The Zero Tolerance Policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well-being of residents are prohibited from becoming residents of MHA. MHA has adopted the following screening procedure to ensure the goals of this policy:

A. **Comprehensive background checks:** The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:

1. reviewing police and court records;

2. landlord references;

3. background check with probation officers, parole officers, and local social service providers.

B. **Coordination with courts and local, state, and federal law enforcement agencies:** The HA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to MHA for the purposes of screening, lease enforcement, and eviction. MHA shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.

C. **Criteria for acceptance of application for residence:** MHA shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:

1. applicants who have been evicted from public housing within the past three years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;

2. persons illegally using controlled substances;

3. persons who have exhibited a pattern of illegal use of controlled substances;
4. any other criminal and/or drug-related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

D. Protect applicant’s due process rights: MHA’s Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.

   1. In accordance with MHA’s ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.

   2. Per the Extension Act, should denial of occupancy be based on a criminal record, MHA shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.

E. Compliance with state and local laws: MHA is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

Enforcement by Eviction

In accordance with the current law and the Extension Act, MHA dwelling lease contains provisions that generally or specifically stipulate that:

A. any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;

B. all drug related criminal activity occurring on or off the premises is cause for eviction;

C. any person who MHA determines is illegally using controlled substance shall be evicted; and/or,

D. any person whose illegal use of a controlled substance is determined by MHA to interfere with the rights of other residents shall be evicted.

E. Under these required lease terms, tenancy shall be terminated with a seven (7) day notice without cure and the household evicted when the resident, any member of the resident’s household, or guest, engages in the prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

A. Lease: MHA Dwelling Lease contains stipulations regarding criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other...
residents or employees including possession of weapons, drug-related criminal activity. Additional provisions that are incorporated through this policy include:

1. residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a serious violation of the material terms of the lease;

2. under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;

3. MHA shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;

4. criminal activity is cause for eviction even in the absence of conviction or arrest.

B. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual reexamination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.

C. Due Process Rights: MHA shall protect the resident’s due process rights to the greatest extent possible:

1. Eviction procedure shall be processed through the Walton County court system and shall not be handled through normal administrative grievance procedure.

2. Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

Nonresident Criminal Activity

MHA is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy:

A. MHA shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.

B. In accordance with the lease, residents shall be held responsible for guests’, nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.
C. In cases where MHA and household settle an eviction case on the condition that the disruptive household member moves away from MHA properties, MHA/resident agreement shall provide that:

1. the individual thereafter shall be a trespasser on MHA properties; and,

2. the household shall be subject to eviction if the individual returns to the HA properties.
APPENDIX H: TRESPASS WARNING POLICY
MARIN HOUSING AUTHORITY
Trespass Warning Policy

In accordance with the Zero Tolerance Policy provided in the preceding appendix, MHA will not tolerate certain activity in its developments that threatens the health, safety, or peaceful enjoyment by residents or employees and the Executive Director, or his or her designee, has MHA to ban/bar individuals who have shown by their actions that they would be continue to be a threat. This banning or barring is in the form of a written notice from MHA.

This policy applies to guests and nonresidents. All residents are covered under the Zero Tolerance Policy. Trespass warnings may be issued as a result of direct observance by MHA staff, a written policy report on file with local law enforcement, or similar substantiation. Examples of persons that may be issued a trespass warning include, but are not limited to, the following:

- Any person arrested on felony charges as printed in the local newspaper or as reported by any law enforcement agency.
- Any individual that is found loitering and cannot demonstrate that they are the guest of a current resident.
- Any person arrested on drug-related or criminal charges.
- Any person who damages the grounds, facilities, or dwelling units of the property.
- Any previously evicted resident, regardless of the reason for eviction.
- Any former resident who left MHA with a past due balance on their account.

After notification, the offender will be immediately placed on the list of persons banned or barred from public housing property. Any violation of this ban will be immediately referred to Local Law Enforcement.

This ban shall remain in effect for a period of one (1) year unless discharged by the Executive Director or his or her designee prior to the end of the one year. If the person banned commits any action that warrants a trespass warning during the ban period, then the period will be for one (1) year from the date of the last documented incident.
APPENDIX I: SECURITY POLICY FOR CONFIDENTIAL DOCUMENTS AND DATA
MARIN HOUSING AUTHORITY
Security Policy for Confidential Documents and Data

The Marin Housing Authority Security Policy is intended to provide administrative policies covering acquisition, utilization, maintenance and disposition of documents and data which may contain confidential income-related information about residents, applicants, employees and others engaged in business with MHA.

In regard to residents and applicants, the data collected includes, but is not limited to: Tenant-supplied income data captured on Form HUD-50058 and maintained in MHA computer database and hard copy files for electronic submission to and storage in the Public Housing Information Center (PIC); Wage information from the State Wage Information Collection Agencies (SWICAs); Social Security and Supplemental Security Income from the Social Security Administration; User Profile information from the PIC database. Such data collected is used only to verify a tenant's eligibility for participation in an MHA housing program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by HUD, is specifically prohibited and may result in civil or criminal penalties on the responsible person or persons.

The procedures outlined in this document apply to all programs administered by MHA and to all documents and data acquired and stored for use in these programs. Computerized media will be afforded the same levels of protection.

The purpose of this policy is to provide guidance to assure that the practices, controls and safeguards used by MHA adequately protect the confidentiality of persons and entities doing business with MHA and are in compliance with federal laws regarding the protection of this information. MHA has established occupancy procedures for electronic acquisition of data and documents which involve the Federal Privacy Act, e.g., third-party income, medical and other documents.

The data and documents acquired by MHA are handled, protected and stored to ensure that they are used for official purposes only and the information contained therein is not disclosed in any way that would violate the privacy of the individuals represented.

MHA obtains a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, signed by each member of an assisted household age 18 years old or older at the time of admission and thereafter on an annual basis. By signing this form, the tenant authorizes HUD and MHA to obtain and verify income and unemployment compensation information from various sources including current and former employers, State agencies and the Social Security Administration.

It is the responsibility of all MHA department supervisors to maintain appropriate levels of security for the data and documents under their control. These security levels must be approved by the Executive Director and must prevent unauthorized use of the information and protect the confidentiality of the information. Data security responsibilities include, but are not limited to:

- Maintaining and enforcing the security procedures with staff
- Keeping records and monitoring security issues
• Communicating security information and requirements to appropriate personnel, including coordinating and conducting security awareness training
• Conducting an annual review of all User ID’s and access rights issued for access to MHA computer databases and EIV data to determine if the employee still has a valid need to access the electronic data, and taking the necessary steps to ensure that access rights are revoked or modified as appropriate; and
• Taking immediate action to address the impact of the breach including but not limited to prompt notification to appropriate authorities including the Director of the HUD Field Office
• Other safeguards as required

Access to EIV data is restricted only to persons whose duties or responsibilities require access. It is the responsibility of the Executive Director to determine which employees have access rights to EIV data. EIV data is collected only by employees engaged in verification of income and is maintained in secured files at all times.

Documents are kept in locked files and offices during non-working hours.

MHA does not save EIV data to a computer hard drive or any other automated information system. EIV data is printed and placed in secured files for the sole purpose of income verification. All staff have computers equipped with screen savers and are instructed in appropriate computer security measures to avoid leaving confidential data displayed on their computer screens where unauthorized users may view it.

User accounts are established for MHA computer systems on a need-to-know basis, with appropriate approval and authorization by the Executive Director. The level of access granted determines the functionalities, features, and amounts of data that the user can see. An Access Form is used to request additions, deletions, or modifications of user accounts for the HUD EIV system.

All MHA Employees who access the EIV system have a current signed User Agreement on file with their department supervisor. Users are responsible to maintain the security of their User Accounts.

MHA conducts an annual file purge of documents that can be destroyed under the federal records retention guidelines. Documents identified for the annual purge are destroyed by means of on-site shredding conducted by a document disposal contractor and witnessed by MHA staff. A log of destroyed documents is maintained by each department identifying documents to be purged.

Security awareness training is conducted by department supervisors as part of all new employee training. Employees are made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.

Security violation may include the disclosure of private data as well as attempts to access unauthorized data, the sharing of User IDs and passwords, and allowing access to private documents and data to persons not authorized for such disclosure or access. Upon the discovery of a possible improper disclosure of information or another security violation by an MHA employee, the individual making the observation or receiving the information should contact the Executive Director. All improper disclosures
will be documented in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.

The following contacts will be made:

- The supervisor receiving the report will contact and provide the Executive Director with the written documentation;
- The Executive Director will provide the Director of the HUD Field Office with written documentation; and
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Office for further review and follow-up action.

The Executive Director shall determine the appropriate personnel action for improper disclosure of confidential information and breaches of MHA security policy based on the disciplinary actions outlined in the Personnel Policy.
APPENDIX J: SMOKE-FREE HOUSING POLICY
MARIN HOUSING AUTHORITY
Smoke-Free Housing Policy
(81 FR 87430)

This policy bars the use of prohibited tobacco products in certain areas of all Low-Income Public Housing property owned by Marin Housing Authority including but not limited to public housing units, common areas both interiors of buildings and exteriors of buildings, property management offices, etc. Smoking, as defined herein, is prohibited within 25 (minimum by reg) feet of any building, facility, or vehicle. As part of this policy, MHA also prohibits the use of electronic nicotine delivery systems (ENDS) in the above areas and is including it in this policy’s definition of smoking.

This policy applies to all residents, resident’s families, resident’s guests and persons under their control, visitors, contractors, service personnel, and employees.

Purpose

1) To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.

2) Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.

3) To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.

4) Minimize the maintenance, cleaning, painting and redecorating costs associated with smoking.

5) Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

Definitions

Public Housing – Public Housing is defined as low-income housing, and all necessary appurtenances (e.g. community facilities, public housing offices, day care centers, and laundry rooms) thereto, assisted under the U.S. Housing Act of 1937 (the 1937 Act), other than assistance under section 8 of the 1937 Act.
**Development/Property** – All of MHA’s public housing developments and property are included in this policy and all related administrative offices and maintenance facilities.

**Smoking** - The term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).

**Indoor Areas** – Indoor Areas are defined as living units/apartments, indoor common areas, electrical rooms and closets, storage units or closets, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices, elevators and all public housing administrative offices/buildings, maintenance facilities and vehicles.

**Individual Apartment /Units** - Individual Apartment/Units are defined as the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies, porches and apartment entryway areas.

**Common areas** - Common areas are areas that are open to all residents, resident’s families, resident’s guests, visitors, contractors, service personnel, employees and members of the public. Common areas include:

(a) Any inside space  
(b) Entryways/entrances  
(c) Patios, porches and balconies  
(d) Lobbies  
(e) Hallways and stairwells  
(f) Elevators  
(g) Management offices  
(h) Maintenance offices and warehouses  
(i) Public restrooms  
(j) Community rooms  
(k) Community kitchens  
(l) Lawns  
(m) Sidewalks and walkways within the development  
(n) Parking lots and spaces  
(o) Playgrounds, parks and picnic areas  
(p) Common areas also include any other area of the buildings or developments where residents, resident’s families, resident’s guests, visitors, contractors, service personnel, employees, and members of the public may go.

**Effective Date**

The effective date of this policy shall be July 1, 2019. All residents, resident’s families, resident’s guests and persons under their control, visitors, contractors, service personnel, employees, and members of the public will be prohibited from smoking in in certain areas of all Low-Income Public Housing property owned by Marin Housing Authority including but not limited to any area within 25 feet of public housing.
units, common areas both interiors of buildings and exteriors of buildings, administrative offices, inside the buildings, in common areas, including all housing units starting on that date.

Residents Responsibilities and Lease Violations

1) Residents are responsible for the actions of members of their household and guests. Any resident will be considered in violation of the lease if they, members of their household or guests are found smoking in any smoke-free areas included in this policy. Visual observation of smoking is not necessary to substantiate a violation of this policy. For example, the presence of smoke, tobacco smoke odor, burns, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation. **Three (3) violations will be considered to be a serious violation of the material terms of the lease and will be cause for eviction.** In addition, resident will be responsible for all costs to remove smoke odor or residue upon any violation of this policy.

2) No smoking signs will be posted both outside and inside the buildings, offices and common areas of MHA property. Residents will be responsible to inform all their household, family, and guests and persons under their control that their apartment is smoke free and that their housing may be affected by violators.

3) If the smell of tobacco smoke is reported, MHA will seek the source of the smoke and appropriate action will be taken. Residents are encouraged to promptly give MHA staff a written statement of any incident where smoke is migrating into the resident’s apartment from sources outside of the resident’s apartment.

Enforcement

If a resident is found to be in violation of this policy, the following steps will be taken:

- **First violation:** The first documented violation will result in a written warning and referral to smoking cessation resources.
- **Second violation:** The second documented violation will result in a second and final written warning, consultation with the Executive Director or his or her designee.
- **Third violation:** The third documented violation will result in lease termination. Any person whose tenancy is terminated due to violation of this policy will be subject to a unit cleaning fee.

In addition, MHA reserves the right to charge a resident a reasonable fee associated with any maintenance costs related to resident’s smoking during the duration of their lease.

If an employee is found to be in violation of this policy, any disciplinary actions should be consistent with MHA’s Personnel Policy.
Adoption of Policy by Resident

Upon approval of this policy by MHA, all current residents living in MHA’s public housing developments will be given a copy of this policy. New residents will be given a copy of this policy at lease-up. After review, both current and new residents will be required to sign the Smoke-Free Housing Lease Addendum prior to the effective date of the policy. A copy will be retained in the resident file. Failure to sign and/or return the Smoke-Free Housing Policy Lease Addendum to the Property Management office in a timely manner will result in a written warning. If still not received after a second warning, eviction procedures will be started. All current residents who smoke will be provided with resources for a cessation program. The development’s Property Manager will provide information on cessation program accessibility.

Disclaimers and Representations

1) The Smoke-Free Housing Policy does not mean that residents and/or employees will have to quit smoking in order to live and/or work at MHA’s public housing developments and offices or drive its vehicles.

2) MHA does not guarantee a Smoke-Free Environment. MHA’s adoption of the Smoke-Free Housing Policy, and the efforts to designate developments as non-smoking does not make MHA or any of its Board of Commissioners, officers, employees or agents the guarantor of resident’s health or of the smoke-free condition. MHA will take reasonable steps to enforce the Smoke-Free Housing Policy. MHA is not required to take steps in response to smoking unless MHA has actual knowledge of the smoking and the identity of the responsible resident.

3) MHA’s adoption of a non-smoking living environment and the efforts to designate its developments as non-smoking does not in any way change the standard of care that MHA has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. MHA specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. MHA cannot and does not warranty or promise that its developments will be free from secondhand smoke. MHA’s adoption of the Smoke-Free Housing Policy does not in any way change the standard of care that it has to the resident’s apartments and the common spaces.

4) MHA’s ability to police, monitor or enforce the Smoke-Free Housing Policy is dependent in significant part on voluntary compliance of residents, resident’s household, resident’s families, resident’s guests and visitors. It is also dependent on the applicable court to enforce lease termination.

5) Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that MHA does not assume any higher duty of care to enforce this policy than any other landlord obligation under the lease. MHA is not responsible for smoke exposure even if the resident, a member of the resident’s household, resident’s families, resident’s guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
6) Even though MHA has adopted a Smoke-Free Housing Policy, it cannot guarantee that smoking will never happen.

7) In apartments that used to allow smoking, the effects of that smoking may still linger.

**Smoking Cessation**

MHA desires to assist any resident who wishes to stop smoking with referrals to various resources available in the community. Residents are encouraged to take advantage of these programs.

**Kaiser Permanente San Rafael Medical Center**

The Kaiser Permanente offers education and support resources for smoking cessation at its various locations throughout its system. Contact information is below:

Kaiser Permanente San Rafael Medical Center  
99 Montecillo Road  
San Rafael, California 94903  
(415) 444-2000  
www.kaiserpermanente.org

**Marin General Hospital**

Marin General Hospital offers a variety of services related to smoking cessation through its Haynes Cardiovascular Institute. Contact information is below:

Marin General Hospital  
250 Bon Air Road  
Greenbrae, California 94904  
(415) 925-7207  
(888) 996-9644

**State of California**

CALIFORNIA SMOKERS’ HEPLINE  
1-800-NO-BUTTS  
www.nobutts.org

SPANISH  
1-800-45-NO-FUME

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
www.dhcs.ca.gov  
TobaccoFreeCA.org
Centers for Disease Control:

Office on Smoking and Health
Centers for Disease Control & Prevention (CDC)
Toll free number 1-800-232-4636 (1-800-CDC-INFO)
www.cdc.gov/tobacco

Offers information on tobacco, smoking, and quitting.

National Institute for Occupational Safety and Health
Centers for Disease Control & Prevention (CDC)
Toll free number: 1-800-232-4636 (1-800-CDC-INFO)
www.cdc.gov/niosh

Offers information on workplace safety topics and safety practices; can look into potential hazards in workplaces if asked by employers or employees.

Other Online Resources:

American Academy of Family Physicians
American Cancer Society
American Heart Association
American Lung Association
National Cancer Institute
National Women’s Health Information Center
www.smokefree.gov
MARIN HOUSING AUTHORITY

SMOKE FREE ENVIRONMENT LEASE ADDENDUM

I, ____________________________, understand that the entire property at Marin Housing Authority is smoke free. The property means all public housing units and common buildings, all public housing properties and grounds. This includes but not limited to the following:

- The interior of all MHA owned buildings, including but not limited to individual units, hallways, stairwells, offices, and common areas.
- All outside property or grounds of Marin Housing Authority, including sidewalks, parking lots, recreational areas, patios, back, front and side yards and porches;
- Within any MHA-owned vehicles, including buses, vans, and work trucks.

I will not smoke and shall assure that my resident family, other persons under my resident family’s control, live-in aide, and my resident family’s guests shall not smoke on the entire property. Smoking includes but is not limited to the use of cigarettes, cigars, pipes, tobacco or incense products, including electronic cigarettes and hookahs that emit aerosol and vapor.

I will comply with this Lease Addendum. I understand that any violation of the Lease Addendum is a serious violation of a material term of my Lease and is grounds for Marin Housing Authority to terminate my lease in accordance with the Smoke-Free Policy.

_________________________________________  ___________________________
Resident Signature                                      Date

_________________________________________  ___________________________
Housing MHA Staff Signature                           Date

Marin Housing Authority
Admissions and Continued Occupancy Policy
Effective Date: July 1, 2019
APPENDIX K: FAMILY SELF-SUFFICIENCY PROGRAM
FAMILY SELF-SUFFICIENCY PROGRAM

PART I: PURPOSE 24 CFR 984.101
The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of assistance under the Housing Choice Voucher and Public Housing program with public and private resources, enable participating families to earn increased income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency.

This is a voluntary program and in the event a family fails to meet obligations under the FSS Contract of Participation, MHA will not terminate housing assistance under the Housing Choice Voucher or Public Housing programs.

FAMILY DEMOGRAPHICS 24 CFR 984.201 (d)(1)
Marin County residents reflect a diverse array of socioeconomic and ethnic groups. The predominant groups residing in Public Housing and participating in the Housing Choice Voucher program are single female head of households with minor children, Caucasians, African Americans, Asians predominately of Vietnamese descent, and Latinos. There is also a large and active disabled community. These groups are all represented in the PH and HCV FSS Program. Precise demographics change and are reflected in Visual Homes, MHA’s Housing Information System.

Nondiscrimination 24 CFR 984.201 (d)(6)(i)
In selecting participating families, assurances will be evident that the selection was made in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation, blindness, visual handicap, physical handicap, or mental impairment in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, and Executive Order 11063.

MHA will not discriminate against otherwise qualified persons because of their disabilities. MHA will make reasonable accommodations to the person’s disability to allow participation in the FSS Program. MHA may decide that an accommodation is not reasonable if it causes undue financial and/or administrative burdens.

18-I.A. PARTICIPANT SELECTION 24 CFR 984.201(d)(1)

Eligibility Requirements
1. To be selected to participate in the FSS program, a resident must be a head-of-household, and either a Public Housing resident, or an active participant of the Housing Choice Voucher Program. An eligible participant must be in compliance with their lease as verified by the program manager.

2. In the event a prospective FSS applicant has a pending re-payment agreement, they may join FSS upon approval from the accounting dept. and/or program manager.

3. The FSS family includes everyone in the household. However, only one escrow account will be established per household. Other members of a household (over 18) are eligible to become participants if the head of household has signed a Contract of Participation.
4. All participants must be willing to sign a Contract of Participation. The purpose of the contract is to state the rights and responsibilities of the family and MHA, the resources and supportive services to be provided to the family and the activities to be completed by the family. Basic support services are part of the contract and include but are not limited to:

**Education & Training:**
- Education and Literacy
- GED Classes
- Community College
- Career Guidance
- Specialized Technical Classes
- Four-Year College/University
- On-The-Job Training
- Job Placement
- Social/Life Skills Training

**Counseling:**
- Individual Counseling
- Family Counseling
- Group Counseling
- Outpatient Drug & Alcohol Counseling
- Residential Drug & Alcohol Treatment
- Parenting Classes

**Other:**
- Childcare
- Transportation
- Credit Counseling
- Money Management/Budget Counseling
- Grants & Financial Aid
- Assistance with Court/Legal Matters
- Homeownership counseling

**Application and Selection Process** 24 CFR 984.201 (d)(6)(i)

Participants from the consolidated FSS program will be selected from public housing residents (Golden Gate Village) and Housing Choice Voucher participants. MHA will conduct outreach on an ongoing basis. The FSS Program is marketed via inclusion of program brochures in briefing packets for new voucher holders and public housing residents. MHA staff members promote the FSS Program at the time of Annual Re-certifications, Inspections, or other case management. The program is also promoted via community partnerships with other agencies who serve our HCV and PH Participant families, such as Cal Works, Marin Employment Connection, and Dept. of Rehabilitation. New Public Housing residents will be notified of the FSS program at the time of lease up. In addition, FSS program information will be posted on site at each MHA office and in the offices of community based agencies and service providers.

The consolidated FSS Program is comprised of participants from both Housing Choice Voucher and the Public Housing program. The consolidated program number will be a minimum of 125 FSS Program participants. Current Housing Choice Voucher participants and Public Housing residents who express a desire to participate in the FSS Program will be given an appointment for an Orientation.
Eligibility

To be eligible, the applicant’s income and rent information to be used on the Program Contract of Participation shall be taken from the amounts on the last certification, reexamination or interim determination before the family’s initial participation in the FSS program.

a. In the event an applicant has had a reduction of income prior to FSS program enrollment, they may submit an interim request and this redetermination may be used as the income and rent information on the Contract of Participation.

Applicant families that cannot be assisted immediately shall be placed on a waiting list in order of date of inquiry to participate in FSS and in order of most current effective date of re-exam in the housing information system.

Applicants will be withdrawn from the Family Self Sufficiency Program waiting list if:

a. The applicant so requests
b. MHA is unable to contact the applicant
c. The applicant fails to respond to any MHA request for information

1. Applicants must attend the mandatory orientation session in order to be considered for the program. All participants must attend a full FSS orientation. The orientation is designed to assist the applicant in making a decision as to whether to participate in the FSS Program.

This session will include, but is not limited to, the following information:
• The needs assessment process;
• Explanation of the program requirement that the Head of Household seeks and maintains employment;
• How support services will be accessed;
• How case management works for the participant;
• The Contract of Participation and what it means;
• The Housing Choice Voucher Program and Public Housing requirements;
• The 5 to 7-year length of participation;
• The escrow account, audit process and the possible forfeiture of MHA escrow account funds.
• Mandatory Earned Income Disallowance (MEID)

2. After attending the required FSS orientation, the applicant will meet with the Program Coordinator/Case manager for an intake interview, at which time the applicant will complete the FSS application. The Program Staff will conduct a needs assessment and work with the applicant on developing a goal plan. This process may require that the applicant attend more than one meeting with the Staff member.

3. Based upon the intake interview, application and needs assessment process, the Program Coordinator/Case manager will determine whether the family is sufficiently motivated to participate in the FSS Program. If an applicant fails to show up for two appointments prior to signing the contract, without notifying the case manager, this will be deemed as lack of interest and they will be placed back on the wait list. Applicants who are admitted to the program will be so notified and will sign a Contract of Participation.
4. Income and rent numbers to be used on the Contract of Participation may be taken from the amounts on the last re-examination or interim determination before the family’s initial participation in the FSS program, unless more than 120 days will pass between the effective date of the re-examination and effective date of the Contract of Participation. If more than 120 days have passed since the last re-examination, MHA must conduct a new re-examination or interim.

5. Applicants who are denied admission to the FSS Program will be notified by mail. Applicants who are denied may appeal MHA’s action by following the grievance process outlined in this Administrative Plan.

RE-ENROLLMENT INTO THE FSS PROGRAM

6. If the Head of Household has previously participated in the FSS Program and cashed out its escrow account, or committed a program violation and was terminated, the Head of Household may not receive FSS assistance again. If the Head of Household previously participated and failed to meet their obligations, they may be denied future participation.

7. For participants who failed to meet their obligations under a prior FSS Contract, a new enrollment may be considered if they submit a letter explaining their current motivation and factors that will enable them to succeed under a new contract.

8. If the Head of Household has previously participated in the FSS Program but did not graduate, the Head of Household may reapply for participation if they meet the following criteria:
   
   - The family did not earn escrow or if they forfeited their escrow;
   - The family is in compliance with their lease at the time of reapplying.

9. Under these circumstances, a family may re-apply to the FSS Program after a six-month wait period after leaving the program. If there is a waiting list, the family will be placed in the next available slot on the list and served when their name comes to the top. They will be required to attend an orientation as all new participants are required to do.

18-I.B. NEEDS ASSESSMENTS FOR THE PROGRAM PARTICIPANTS
24CFR 984.201 (d)(8)

A comprehensive needs assessment will be conducted. An Individual Services and Training Plan (ITSP) will be completed for each family prior to signing a Contract of Participation. An Action Plan will be developed which shall include:

1) the family’s goals, both primary and secondary;
2) the services the family requires to achieve their goals;
3) service providers with whom the family will be working;
4) a list of steps necessary to complete the family’s Action Plan and the milestones in that Plan

The Individual Training and Services Plan which includes goals and action steps will be reviewed, monitored, and updated as necessary by the Program Coordinator/Case Manager. The Individualized plans will be reviewed at least annually for both Housing Choice Voucher and Public Housing FSS participants.
18-I.C. CASE MANAGEMENT
Case management is a key factor in ensuring comprehensive service delivery. Case management establishes a systematic, continuous process in which families are actively involved in planning the steps they can take to improve their lives and in evaluating the results. Case management is not merely service brokering, but a problem-solving partnership among practitioners and clients. MHA employs Supportive Housing staff who fulfill the following functions:

1) Assist in briefing of applicants;
2) Provide information and referral services to participants;
3) Assist in identifying and utilizing appropriate community resources;
4) Coordinate services for participants with various Health and Human Services/Social Services agencies, and other non-profit groups;
5) Monitor participant’s progress in meeting goals;
6) Work with other agencies’ case managers;
7) Provide services-up to one year after the family graduates from the FSS program.

18-I.D. PARTNERING AGENCIES

Employment/Training and Education
The Marin Employment Connection will work with Program Staff to coordinate employment training, education, and employment referrals for participating families. Services in this component will include: educational assessment, education for completion of high school, and job training, preparation, and placement.

Other Support Services
Marin Housing has developed a strong network with various Marin County and Bay Area social service agencies that are willing to provide services for participants of the FSS Program. These agencies are:
• Canal Alliance
• CenterPoint
• College of Marin
• Community Action Marin
• Community Child Care Council
• Department of Rehabilitation
• Family Service Agency of Marin County
• Center for Domestic Peace
• Jewish Family and Children’s Services
• Habitat for Humanity of the Greater SF Bay Area
• Marin Adopt a Family
• Marin Advocates Network
• Marin City Community Development Corporation
• Marin Community Foundation-Thriving Families Network
• Marin County Mental Health and Substance Abuse Services
• Marin County Office of Education
• Marin Education Fund/10,000 Degrees
• Marin Employment Connection/EDD/CalWorks
• Marin Family Action
• North Bay Family Homes
• Novato Human Needs Center
• Ritter Center
• Regional Occupational Program (ROP)
• SparkPoint
• Women Helping All People
• YWCA

18-I.E. INCENTIVES TO ENCOURAGE PARTICIPANTS 24 CFR 984.201(d)(5)
1) Marin Housing will establish an interest bearing escrow account for participating families who have an increase in earned income during the time of participation, resulting from achievement of the Contract of Participation Goals. Escrow accounts will be established and administered according to the regulations set for the FSS Final Rule (24CFR 984.305)
2) The FSS Staff will work in coordination with community partnerships to provide periodic workshops on topics related to credit repair, financial literacy, preparation for homeownership, and asset building. These workshops will be widely advertised, open to both current and prospective FSS participants.

18-I.F. PROGRAM COORDINATING COMMITTEE 24CFR 984.202
The role of the Program Coordinating Committee is to help secure commitments of public and private resources and to prepare and implement the FSS program action plan. The Program Coordinating Committee will meet on a quarterly basis. The Program Coordinating Committee may use an existing entity as the PCC if that entity is comprised of membership from similar organizations.

18-I.G. CONTRACT OF PARTICIPATION 24 CFR 984.303
The Contract is an agreement between MHA and the Head of Household. It sets forth the provisions of the program, specifies the resources and appropriate support services necessary to assist the participant family in achieving economic independence and self-sufficiency, and the responsibilities and obligations of the
participating family. The contract shall provide that MHA may terminate or withhold supportive services if the family fails to comply with the requirements of the Contract of Participation (COP). The COP specifies that the family must comply with all obligations under the HCV and PH programs. An Individual Training and Services Plan must be completed for the FSS Head of Household.

- The contract shall specify that each participating family will be required to fulfill the obligations to which the family has committed itself under the contract within 5 years of entering into the contract. MHA can extend the term of the contract for up to an additional 2 years for a participating family that requests an extension if MHA finds good cause exists for granting the extension. Good cause exists if the circumstances that prevented completion of the contract were beyond the control of the family, such as a serious illness or involuntary loss of employment, or additional time to become independent of cash aid welfare assistance. The Mandatory Earned Income Disallowance alone is not considered allowable cause for an extension.

- The person designated as the head of household shall be required under the contract to seek and maintain suitable employment following completion of a job training program if required as a condition of the contract.

- If the head of household does not seek and maintain employment as specified in the FSS Contract of Participation, or never finds employment during the contract's 5-year term, the family will not have met its obligations and MHA may terminate the family’s participation in the FSS Program.

- “Maintain employment” means that the head of household has secured employment and had this reflected in rent increases during their participation in FSS.

- The head of household may attend school only as a precondition to seeking employment, but after completion of the contracted course of study the head of household must seek and maintain a suitable job. School may not be substituted for employment.

- MHA has the ultimate responsibility for determining if the head of household’s employment is deemed “suitable” for FSS purposes. This decision must be made in conjunction with the head of household, and it must be based on the person’s skills, education, and the available job opportunities within MHA’s jurisdiction. The overall objective should include employment that will propagate self-sufficiency. MHA may delegate this responsibility to the FSS Program Coordinator on recommendations from the Program Coordinating Committee.

- If the head of household leaves the family or becomes medically unable to work during the term of the Contract of Participation, and the remaining family members continue participation in the Housing Choice Voucher or Public Housing program, the Contract of Participation must be revised to designate a new head of household who must seek and maintain employment. The head of household must be at least 18 years of age. With the exception of an emergency, the new head of household must be designated and sign a revised FSS Contract of Participation and ITSP no longer than one year prior to completion of the original FSS contract.

- The Program Coordinator/Case Manager shall provide counseling for the participating family with respect to seeking, securing, and maintaining affordable rental (and as appropriate, home ownership) opportunities in the private housing market. This counseling shall include information on an individual’s rights under the Fair Housing Act.

- The Program Coordinator/Case Manager may continue to offer a participating family support services if: (1) the family has completed its contract; (2) the head of household becomes employed; and (3) the continuation of support services would strengthen the efforts of the family to become or remain self-sufficient.

The services may only continue for one year after the family leaves the program. The parties to the contract may mutually agree to make changes to the contract, provided the terms of the changes are acceptable to all parties and the changes are consistent with the goals of the program.
18-I.H. TERMINATION OF THE CONTRACT OF PARTICIPATION 24CFR 984.303 (2)(h)

MHA may terminate the Contract of Participation if:
1) The participating family has successfully completed the contract and achieved self-sufficiency; or
2) MHA and the participating family mutually consent to termination. Reasons for mutual consent can include, but are not limited to:
   • the necessary support services are not available;
   • the family leaves the area
3) The participating family chooses to leave the FSS Program and forfeits their escrow account;
4) The participating family has failed to meet the FSS obligations;
5) The participating family member is involved in illegal activities including drug-related activities or violent criminal activities or allows a visitor or guest to engage in illegal activities;
6) The family fails to meet its obligations under the Housing Choice Voucher
7) Program or Public Housing Program; including but not limited to:
   • failure to report income or changes in family composition;
   • failure to allow inspections of dwelling unit;
   • Failure to provide requested information.
8) The participant has committed any fraud in connection with any federal housing assistance program;
9) The participant has violated any obligation under the Housing Choice Voucher or Public Housing Program;
10) The family commits such other act as is deemed inconsistent with the purpose of the FSS Program.

18-I.I. Hearing
The participating family is entitled to a hearing if a decision to deny or terminate the FSS Contract of Participation or housing assistance is made. Hearings will be conducted in accordance with the procedures outlined in the Public Housing ACOP and HCV Administrative Plan.

18-I.J. ESCROW ACCOUNTS 24CFR 984.305

The FSS program provides for the establishment of an escrow account. A portion of the increase in the family’s rent because of increases in earned income will be credited to the escrow account in accordance with HUD requirements.
The amount of the escrow credit is based on increases in the family’s total tenant payment resulting from increases in the family’s earned income during the term of the FSS contract subsequent to signing the contract.
The family may request an interim be processed for an increase in rent in order to contribute to the escrow account. An interim will be processed as a courtesy to the family even if the increase in income is lower than may be required for increasing the rent according to Housing Choice Voucher and Public Housing lease procedures.
As the family’s income increases, MHA calculates rent and the family pays increased rent, as does any other resident. MHA then makes deposits to an escrow account in the appropriate amount based on one of two formulas, one for very low-income families and one for low-income families.
For very low-income families, the amount of the monthly escrow credit is the lesser of: (1) 30% of the current monthly adjusted income increases since execution of the Contract of Participation, or (2) current family contribution less the family contribution when the Contract of Participation was executed. For low-income families, the amount is one-half of the amounts calculated according to the computation system used for very low-income families. There is no escrow credit for families in excess of 80% of median income.
In Public Housing the family pays the tenant rent directly to MHA. The escrow credit is deducted from the
rent payment and put in the Public Housing Escrow Account. Public Housing residents and HCV Participants must pay their rent on time and all charges or repayment agreements must be current for the escrow account to be credited. If a participant fail to pay their rent on time, considered to be the close of business on the 7th or the first business day after the 7th for PH residents program and as per lease for HCV participants, the escrow account will not be credited for that month. Repayment Agreements must be paid by the close of business on the 15th of the month or the first business day after the 15th for the escrow account to be credited for the month. The FSS family rent and escrow credit is calculated based on income and wages. The FSS family is responsible for the paying the family contribution to rent. Rent payments on behalf of the FSS family by a third party annuls the escrow credit. After satisfactory completion of all program requirements and a thorough audit of the account, participants will receive their escrow account payment within 30 days.

**Establishing Escrow Accounts**

FSS escrow funds must be deposited into a single, interest-bearing depository account. The accounting for these funds will be supported through a subsidiary ledger that records the balance of each individual FSS participant’s account. MHA will notify participants and beginning of escrow deposits of the monthly amount to be deposited. MHA will report to the family at least annually on the escrow account including:

- The balance at the beginning of the reporting period,
- The amount credited during the period,
- Any deductions made from the account for amounts due MHA before interest was distributed,
- The amount of interest earned on the account, and
- The total in the account at the end of the reporting period.

**Disbursement of FSS Account Funds**

Disposition of the escrow accounts shall be as follows:

1. Amounts in the escrow account, in excess of any amount owed to MHA, may be withdrawn by the participating family only after the family certifies that it is no longer a recipient of any Federal, State, or other public assistance; excluding housing assistance.

2. If the family fails to meet its obligations under its Contract of Participation, it makes the contract voidable and the escrow account will be forfeited.

3. The family terminates its participation in the Housing Choice Voucher or Public Housing Program even though the TTP is below the amount that is required to meet the unit’s gross rent, below the FMR or Payment Standard, or otherwise appears to be insufficient to pay an unsubsidized rent, as long as all the other terms of the Contract of Participation have been met; the escrow money can be paid to the family.

4. If the family requests an early graduation from FSS, prior to the end of the COP, this may be granted if certain conditions are met. The family must have met their final goal, have been independent of public assistance for the prior twelve months and be employed at the time. The head of household must have their employment income reflected in the MHA database to meet FSS graduation requirements. The escrow money can then be paid to the family. - If the family is purchasing a home prior to the completion of the FSS contract either through the HCV Homeownership Program or without subsidies, they may receive their escrow.
5. In the event any debt is owed to MHA, this will be deducted from the escrow balance prior to final disbursement to the FSS family. This balance may only be deducted from escrow when the family is considered in compliance with their lease as verified by the accounting department and/or property manager. CFR 984.305) For HCV participants, verification will be sent to landlords ensuring that there is no outstanding rental debt for the prospective FSS graduate. In the event there is unpaid rent, this will be deducted from the escrow balance prior to final disbursement, and paid to the landlord.

6. A thorough audit of the account will be made prior to final disbursement.

7. Participants are required to be in compliance with lease and/or program at the time of disbursement of escrow funds.

**Interim Disbursement of Escrow Funds**

MHA does not provide interim escrow withdrawals.

**Reports** [24 CFR 984.401]

MHA shall submit required reports as requested by HUD or as outlined in current regulations.
APPENDIX L: ROSS RESIDENT SUPPORT PROJECT
The purpose of the ROSS Resident Support Project is to promote the development of local strategies to coordinate the use of housing assistance under the Elderly Disabled Public Housing program with public and private resources. The core purpose of ROSS is to enable participating households to maintain financial, housing, and personal stability. The ROSS Service Coordinator assesses the needs of Senior and Disabled Public Housing residents and links them to supportive services which enable them to maintain independence, age/remain in place, and thereby avoid more costly forms of care.

This is a voluntary program and housing assistance is not contingent upon participation in the ROSS Resident Support Project. In the event a resident does not wish to participate in the ROSS Resident Support Project, MHA will not terminate housing assistance under the Public Housing programs.

Family Demographics

Marin County residents reflect a diverse array of socioeconomic and ethnic groups. The predominant groups residing in the Elderly Disabled Public Housing complexes are: Caucasians, African Americans, Asians predominately of Vietnamese descent, and Latinos. These groups are all represented in the Public Housing Elderly and Disabled Program. Precise demographics change and are reflected in Visual Homes, MHA’s Housing Information System.

Nondiscrimination

In selecting participants, assurances will be evident that the selection was made in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation, blindness, visual handicap, physical handicap, or mental impairment in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, and Executive Order 11063.

Eligibility Requirements

All persons participating in the MHA ROSS Program must be residents of MHA Public Housing Elderly Disabled sites. These include the following sites: Venetia Oaks, Kruger Pines, Casa Nova, Golden Hinde, Homestead Terrance. By definition any residents from these sites include:

- **Family**, anyone that is allowed to live in the unit except a Live-In Aide and family member that is register as a Live-In Aide.
- An **elderly** person, anyone at least 62 years of age.
- A **person with disabilities**, HUD/Social Security Definition, not ADA definition

ROSS Service Coordinators serve residents of MHA Public Housing Elderly Disabled sites.
Program Participation Overview

The ROSS Resident Support Project will be available to all residents of Marin Housing’s Elderly Disabled Public Housing sites. ROSS Service Coordinators will conduct outreach on an ongoing basis. The ROSS Resident Support Project is marketed via inclusion of program brochures in briefing packets for new residents moving into Elderly and Disabled Public Housing. ROSS Service Coordinators send personal welcome letters to new residents providing an overview of services offered through program participation. MHA staff promote the ROSS Program at the time of Annual Re-certifications, Inspections, or when issues arise demonstrating a need for ROSS Service Coordinator case management. In addition, ROSS Resident Support Project information and ROSS Service Coordinator hours will be posted at each Elderly Disabled Public Housing community room site, encouraging residents to drop in for services.

There are three categories of ROSS participants:

**Formal participants** - are participants that are willing to attend an orientation, actively participate in the development of an Individual Needs Assessment and Individual Training and Service Plan (ITSP); and are willing to meet on an as-needed basis with the Service Coordinator.

**Informal Participants** - are participants that meet regularly and request Service Coordination but may have not attended the orientation; or are not able or interested in actively participating in an Individual Needs Assessment or an Individual Training and Service Plan (ITSP).

**Drop-in Participants** - are participants that receive infrequent Service Coordination on a drop-in basis either during office hours at each of the participating complexes or via phone or by appointment. These may also be residents who participate in activities at the site (such as congregate meals, food pantry, workshops) but who do not seek individualized services/referrals on a regular basis.

Current Elderly Disabled Public Housing residents who express a desire for services will be assessed for their willingness and ability to participate in the ROSS Resident Support Project Program according to the aforementioned categories of formal, informal or drop-in participant.

Orientation Process

When a resident requests services, they will be given an overview of services available and an explanation of the role of the ROSS Service Coordinator. This will be considered the Orientation. The orientation is designed to assist the applicant in making a decision as to whether to participate formally or informally in the ROSS Program.

This orientation session will include, but is not limited to, the following information:

- The needs assessment process;
- The types of services available;
- How support services will be assessed;
• The role of the ROSS Service Coordinator; and
• The differences between formal and informal participation.

Intake and Assessment

The intake process is outlined as follows:

1) After attending the orientation, the resident who wishes to be a FORMAL participant will meet with the ROSS Service Coordinator for an intake interview. At this time the applicant will complete the ROSS application. The Program Staff will conduct a needs assessment and work with the applicant on developing a service and goal plan. This process may require that the applicant attend more than one meeting with the Staff member. The Needs Assessment will be updated annually.

2) For the resident who is either unable or unwilling to participate in developing a personal plan, but DOES wish to receive services, their participation will be considered informal.

3) For informal participants, a needs assessment will be developed based on the resident’s stated needs. An ITSP will be developed by the ROSS Service Coordinator and will be used to track stated goals, service needs and referrals.

4) Formal, Informal, and Drop-in participants will all be considered ROSS Resident Services Project “Participants”. All activities, services, referrals associated with each category will be tracked for Annual HUD Reporting requirements.

Individual Services and Training Plans for the Program Participants

An Individual Services and Training Plan will be completed for Formal and Informal participants. This will serve as an Action Plan which shall include:

• The resident’s goals, both primary and secondary;
• The services the resident requires to achieve their goals;
• Service providers with whom the resident will be working; and
• A list of steps necessary to complete the resident’s Action Plan and the milestones in that plan.

The Individual Training and Services Plan, which includes goals and action steps will be reviewed, monitored, and updated as necessary by the ROSS Service Coordinator. The Individualized plans will be reviewed at least annually.

The purpose of the ITSP is to outline the resources and supportive services to be provided to the family and the activities to be completed by the resident. Basic support services are part of the ITSP and include but are not limited to:

Basic Needs:  In-Home Support Services
               Meals-on-Wheels
               Nutrition Needs – Food Pantry, Meals-on-Wheels
Counseling:
Individual Counseling
Group Counseling
Outpatient Drug & Alcohol Counseling
Residential Drug & Alcohol Treatment

Other:
Clothing for Volunteering/Work
Transportation
Financial Assistance for Emergencies
Credit Counseling
Money Management/Budget Counseling
Assistance with Court/Legal Matters

Education & Training:
Education and Literacy
ESL Classes
GED Classes
Community College/Adult Education Classes
Computer Courses
Career Guidance
On-the-Job Training
Job Placement/Reentry to the Workforce
Supported Employment
Social/Life Skills Training

Case Management
Case management is a key factor in ensuring comprehensive service delivery. Case management establishes a systematic, continuous process in which participants are actively involved in planning the steps they can take to improve their lives and in evaluating the results. Case management is not merely service brokering, but a problem-solving partnership among practitioners and clients. MHA employs Supportive Housing staff who fulfill the following functions:

1) Coordinate a Local Program Coordinating Committee (PCC) with local services providers to ensure that participants and drop-in participants are connected to supportive services which enable them to age/remain in-place thereby avoiding more costly forms of care;

2) Market program to residents;

3) Assist as a liaison between the residents/MHA and local service providers;

4) Provide general case management to participants which includes assisting in briefing of applicants, assisting in completion of program re-certifications on an as needed basis, and assisting residents with resolving problems with their tenancy;

5) Assist in identifying and utilizing appropriate community resources;

6) Provide information and referral services to participants to service providers in the local community;
7) Coordinate and oversee the delivery of services, ensuring that services are provided on a satisfactory basis;
8) Coordinate services and sponsor educational events which may include topics on: nutrition, health, independent living, life-skills training, mental health and wellbeing, transportation, economic security, digital literacy;
9) Monitor and track the ongoing provisions of services including supporting services from community agencies;
10) Keep the case management and provider agencies up-to-date regarding the progress of individual participants, and track the progress of participants;
11) Work with other agencies’ case managers; and
12) Provide services to participants for as long as they need our services.

Partnering Agencies

Health and Wellness Services:

A primary partner agency of Marin Housing’s ROSS Resident Support Project is Health and Human Services, Aging and Adult Services. This agency provides core services for residents such as In Home Support Services (IHSS) and Healthy Homes, which is individualized short term medical services from a public health nurse.

Other Support Services:

Marin Housing has developed a strong network with various Marin County and Bay Area social service agencies that are willing to provide services for participants of the ROSS Resident Support Project. These agencies are:

- Bay Area Computer Resource Center
- Bloom
- College of Marin
- Community Action Marin – Energy Assistance Program & SparkPoint
- Department of Rehabilitation
- Dominican University
- Center for Domestic Peace
- Extra Food
- Jewish Family and Children’s Services- Seniors at Home
- Marin Advocates Network
- Marin City Community Development Corporation
- Marin County Behavioral Health and Recovery Services
- Marin Theater Company
- Marin Symphony
- Career Point Marin/EDD
- North Marin Community Services
- Respecting Our Elders
- Ritter Center
- Season of Sharing
• St. Vincent de Paul
• Salvation Army
• SF-Marin Food Bank
• YWCA- Fifty Plus Employment Program
• Whistlestop- Paratransit and MEALS ON WHEELS

Incentives to Encourage Participants

ROSS Staff will work in coordination with community partnerships to provide periodic workshops and direct services on topics related to nutrition, health, independent living, care, mental health and wellbeing, transportation, economic security. It is anticipated that residents will view these resources as enhancements to their quality of life and will view these services as incentives to work more closely with the Service Coordinator.

Program Coordinating Committee

The role of the Program Coordinating Committee is to help secure commitments of public and private resources. The Program Coordinating Committee will meet on a quarterly basis. The Program Coordinating Committee may use an existing entity as the PCC if that entity is comprised of membership from similar organizations. Currently the PCC is comprised of the Marin Advocates Network, a consortium of community agencies.