

# MEMORANDUM

EPC

Agenda Item No. 3B

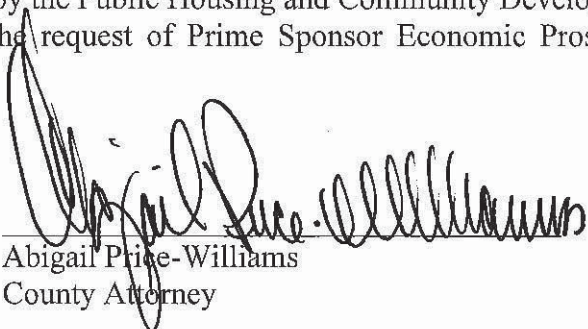
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** November 10, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving Miami-Dade County Public Housing and Community Development Department's Admission and Continued Occupancy Policy, Section 8 Administrative Plan, Public Housing Dwelling Lease, and Public Housing Community Policies, including a Smoke-Free Policy; authorizing the Department Director to make any necessary revisions as may be required by regulatory and statutory changes, court orders or internal policy changes; and waiving the requirement of Resolution No. R-1003-15 that the Admissions and Continued Occupancy Policy, Section 8 Administrative Plan, Public Housing Dwelling Lease, and Public Housing Community Policies be submitted with a Smoke-Free Policy by April 2016 and extending the submission date of the Smoke-Free Policy for the Board's final approval until July 6, 2016

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Economic Prosperity Committee.

  
Abigail Price-Williams  
County Attorney

APW/smm



# Memorandum



**Date:** July 6, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name of the Mayor.

**Subject:** Approval of Miami-Dade County Public Housing and Community Development Department's Admissions and Continued Occupancy Policy, Section 8 Administrative Plan, Public Housing Dwelling Lease and Public Housing Community Policies including a Smoke-Free Policy

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## Recommendation

It is recommended that the Board of County Commissioners (Board) approve the following policies, procedures, and other related documents for Miami-Dade County's (County) Public Housing and Community Development (Department):

1. Public Housing Admission and Continued Occupancy Policy (Policy);
2. Section 8 Administrative Plan (Administrative Plan);
3. Conventional Public Housing Dwelling Lease (Lease); and
4. Public Housing Community Policies (Community Policies).

It is further recommended that the Board authorize the Department Director, on behalf of the County, to make any necessary revisions to the Policy, Lease, Community Policies, and Administrative Plan as may be required by regulatory, statutory, court order or internal policy changes. Finally, it is also recommended that the Board waive the requirement of Resolution No. R-1003-15 adopted by the Board on November 3, 2015, requiring that the Policy, the Administrative Plan, the Lease, and the Community Policies be submitted to the Board with a Smoke-Free Policy by April 2016, and that the Board extend the submission date of the smoke-free policy to the Board by July 6, 2016.

## Scope

The Policy, Lease, and Community Policies include updated policies and procedures for managing the federally-subsidized Public Housing Program and the Administrative Plan includes updated policies and procedures for managing the Section 8 Housing Choice Voucher and Section 8 Moderate Rehabilitation Programs (Section 8 Programs) under the County's area of jurisdiction. These documents do not include the activities of Public Housing and Section 8 programs administered by other public housing authorities within the County (i.e. Hialeah Housing Authority, Housing Authority for the City of Miami Beach, and Homestead Housing Authority). These housing authorities must establish their own policies, procedures, and other related documents to administer their housing programs. The scope of these documents has countywide application.

## Fiscal Impact/Funding Source

The approval of this item will not result in a fiscal impact to Miami-Dade County.

## Track Record/Monitor

Michael Liu, Department Director, is responsible for administering the County's federally-subsidized housing programs, including the Public Housing Program and the Section 8 Programs.



### **Background**

The changes made to the Department's internal policies and procedures are intended to provide fair and greater opportunity for applicants and residents to participate in its housing programs. For example, the housing admission criteria are amended to reduce barriers for homeless and individuals with criminal records. The Policy and Administrative Plan provides for a pilot program for homeless persons upon referrals from homeless organizations, flexibility in assessing prior criminal history, and allows reinstatement of ex-offenders to reunite with their families.

Another change noted in the Policy and the Lease addresses United States Department of Housing and Urban Development's (HUD) Office of Inspector General Audit Number 2015-PH-0002 regarding over-income (over 80 percent of area median income) families residing in public housing units. HUD, in response to that report, has urged public housing authorities to adopt policies that allow for termination of leases for tenants who are over-income (80 percent of area median income). Exceptions are provided for families who participate in the Family Self-Sufficiency Program or families under any of the Earned Income Disallowance periods. This authority has existed since 2004 but has never been implemented by the Department. While the Department's number of over-income households is very small (approximately 20 out of 9,000), this change furthers the goals of providing affordable housing to eligible families in a manner that encourages families to strive for self-sufficiency, and, at the same time, maximizes public housing resources for those most in need of affordable housing.

Finally, a number of changes are being implemented pursuant to the HUD Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) published on March 8, 2016, which contains required and optional provisions. This final rule is meant to streamline program operations to reduce costs and enhance efficiency.

### **I. Policy and Administrative Plan**

The Board approved the current Policy on October 21, 2014 through Resolution No. R-949-14, and the current Administrative Plan on May 6, 2014 through Resolution No. R-424-14. The purpose of the Policy and Administrative Plan is to establish the Department's management policies in accordance with the regulations promulgated by HUD. The Policy includes policies and procedures for the Public Housing Program and the Administrative Plan includes policies and procedures for the Section 8 Programs. Both the Policy and the Administrative Plan have been revised to account for recent updates in the regulations, HUD notices, and HUD handbooks governing the federal housing programs and changes in the Department's internal procedures.

#### **A. Significant Changes to the Policy and Administrative Plan:**

1. Policy, Chapters III, A (4) (b), C (5) and (8); IV, B (6); and VI, C (4)  
Administrative Plan, Sections 2.3, E (2) (c); 2.11, E, H (6) and (9); and 5.2, C (1) and (d)  
Language was added that public housing residents may, as an alternative, provide written affidavits witnessed by a Department representative when requesting removal of a family member, or attesting for self-employment income or income from contribution. This change was made in an effort to relieve low-income families of the cost associated with having these documents notarized.
2. Policy Chapter III, A, (7) (a); and Appendix I – Definitions  
Administrative Plan Section 2.10, B; and Attachment A



The definition of the term “Extremely Low Income” was revised in accordance with the Appropriations Act to include the higher of the Federal Poverty Level income limits (as established by the Department of Health and Human Services on an annual basis), or the 30 percent of the area median income (as annually published by HUD).

3. Policy, Chapter II, B, (1) and (2)

Administrative Plan Section 2.2, A and B

Three (3) waiting lists were renamed and created in accordance with the corresponding housing programs. In the Policy, the Project-Based Waiting List is now referred to as the Public Housing Waiting List. In the Administrative Plan, the Tenant-based Waiting List has been divided into two (2) waiting lists: Section 8 Housing Choice Voucher Waiting List and Section 8 Moderate Rehabilitation Waiting List.

The Department may also establish other waiting lists for special programs, which may require the Department to enter into Memoranda of Understanding with the Miami-Dade County Homeless Trust and other stakeholders. Such waiting lists include the Homeless Pilot Program (for homeless individuals) and Low Income Housing Tax Credit Program (for special needs households). All waiting lists will be maintained and administered in accordance with Resolution No. R-1075-09, the Fair Housing Acts, and other applicable laws and regulations.

4. Policy, Chapter II, C, (2) (b)

Administrative Plan, Section 2.3, B, (2)

To further its goal to serve applicants in a reasonable period of time based on the availability of housing units, the Department added language to allow for flexibility in the number of applicants placed on the waiting list.

5. Policy, Chapter II, D, (7) (b)

Administrative Plan, Section 3.2

Language was added to accept referrals for humanitarian reasons as mandated by HUD from appropriate federal, state, and/or local agencies, subject to approval of the Department Director or Department Director’s designee.

6. Pursuant to the HUD Final Rule of the Streamlining Administrative Regulations, the following items were revised or added:

a) Policy, Chapter III, A, (5) (a) (2) (i)

Administrative Plan, Section 2.6, E, (1)

If a child under the age of six (6) has not been assigned a social security number (SSN) and is being added to the application within six (6) months of admission date or voucher issuance, the applicant family may provide the complete and accurate SSN and required verification within 90 calendar days of the effective date of the admission or the Housing Assistance Payment (HAP) Contract.

b) Policy, Chapter XII, A

Administrative Plan, Section 7.2

The Department may require verification of income every three (3) years for families with fixed sources of income (Social Security; Supplemental Security Income; Supplemental



Disability Insurance; Federal, state, local, or private pension plans; and annuities or other retirement benefit programs, insurance policies, disability or death).

c) Policy, Chapter XII, H (3)  
Administrative Plan, Section 7.2

The Earned Income Disallowance (EID) has been reduced from 48 months to a straight 24-month lifetime limit period. The employment starts and stops are no longer required to be tracked. This change does not apply to residents receiving EID prior to May 9, 2016.

d) Policy, Chapter XII, E  
Administrative Plan, Section 7.5

The Department may accept a self-certification of assets every three (3) years if the total amount is \$5,000.00 or less.

7. Policy, Chapter III, A, (4) (c) (2)  
Administrative Plan, Section 2.3, E (3) (b) and 5.4

Language was added to require the head of household and live-in aide to sign a certification of compliance with the admission requirements established for the live-in aide.

8. Policy, Chapters III, A (2), C (2) and (3) and F (2) (a)  
Administrative Plan, Sections 2.6, B, and 2.11, B and C

The initial interview and verification process for applicants was revised as follows:

- a) Applicants will not be required to disclose facts or details of conviction history or arrests
- b) The criminal background check will be the final step of the application process after program eligibility has been determined otherwise

9. Policy, Chapters VI, C (3) (g) through (h) and VII, A (2) (b)  
Administrative Plan, Section 15.2 (B)

Language was revised to allow interim reexaminations based on income increases between annual reexaminations for families that previously reported no income or for families that participate in the Family Self-Sufficiency Program (FSS).

10. Policy, Chapter VI, C (3) (i) and VII, A (2) (b)  
Administrative Plan, Section 15.2

Residents must report income changes of \$200.00 monthly or more.

11. Policy, Chapters III, E (4) and F (2) (a); and VIII, A (5)  
Administrative Plan, Sections 2.7, D; 2.8, B (1); and 27.1, A (5)

The Criteria for criminal background checks of applicants and tenants was revised per HUD Notice 2015-19, as follows:

- a) Deleted references to "One Strike Policy"
- b) The Department may deny admission when the screening process shows a conviction for engaging in criminal activity. The Department may also deny assistance based on the conduct underlying arrests, if the conduct indicates the individual is not suitable for housing and the Department has sufficient evidence other than the fact of the arrest that the individual engaged in the conduct.

- c) Reduced the lookback period for criminal activities from 10 years from the date of arrest, to five (5) years for felonies and three (3) years for misdemeanors from the date of conviction
- d) Pursuant to Miami-Dade County Ordinance No. 15-47, the Department will not deny or terminate housing assistance due to misdemeanors considered civil violations
- e) In its decision to deny assistance, the Department shall conduct individualized assessments considering the seriousness of the cases, especially as it affects the health and safety of other residents, the effect of denial of assistance on other family members, the level of violence, the number of convictions on record, the possibility of the applicant or resident being rendered homeless, and rehabilitation efforts after conviction or released from prison.
- f) Re-instatement to the program for removed ex-offenders may be considered, depending on the seriousness of the offense and if they are able to establish they have been rehabilitated

## **B. Significant Changes to Policy Only**

### **1. Policy Chapter VI, (G)**

A new section for Risk Assessment was added that allows the Department to identify public housing residents with safety and security concerns regarding the care of their units, lease obligations, and in need of a reasonable accommodation in order to offer appropriate assistance.

### **2. Policy, Chapter III, E (6) (d); and H (2) (b)**

Language was revised to reduce the period granted to applicant families to provide required documents from five (5) to three (3) business days and granted to each eligible applicant or resident (pending a transfer) to accept or refuse a housing offer. Additional time or another housing offer will be granted if the applicant has a good cause for refusal of the offer (i.e. moving into the unit would cause a hardship for the family).

### **3. Policy, Chapter IV, D (2) (a) and (c)**

Modified the repayment agreement criteria as follows:

- a) The initial payment increased from 20 percent to 50 percent, however, a lower initial payment may be provided upon approval from the Department.
- b) Any resident that did not meet the conditions of a repayment agreement within the last two (2) years, will not be offered a repayment agreement unless approved by the Department.

### **4. Policy, Chapter II, D (6) (c)**

Language was added that, upon a change in circumstances, applicant families may request local preference.

### **5. Policy, Chapter V, F (2) (e)**

Residents may return to the area at a new development upon approval by the Department.

### **6. Policy, Chapter III, A (6) (c)**

Pursuant to HUD's Final Rule of the Streamlining Administrative Regulations, the calculation of total tenant payment for mixed families has changed from using the maximum rent to using the flat rent amount applicable for the unit.



**C. Significant Changes to Administrative Plan Only**

1. Administrative Plan, Section 16.4  
Language was added to include that a change of dwelling (i.e. unit transfer) will be denied if a family owes rent or other amounts to the Department or other public housing authorities, applicable to the Section 8 voucher holders. Exceptions may apply for emergency situations, reasonable accommodations, or domestic violence.
2. Administrative Plan, Sections 5.1, E (2) and 11.1  
Language was added that, in accordance with the Appropriations Act, the amount of utility allowance used in the calculation of tenant's gross rent shall be based on the lower of the unit size selected by the family or the unit size authorized by the voucher.
3. Administrative Plan, Sections 4.3 and 4.4  
In an effort to assist Section 8 voucher holders in finding suitable housing, the Department has changed the initial voucher term from 60 calendar days to 90 calendar days from the date of voucher issuance. Families may request an extension to the initial voucher term for 30 days (not to exceed 120 days).
4. Administrative Plan, Section 10.2  
Language was added in accordance with HUD Notices 2012-15 and 2013-17 that Section 8 owners and tenants may submit photographs verifying repairs required by annual or complaint inspections. Units where verification of repairs by photographs is used may be subject to additional field inspections.
5. Administrative Plan, Chapter 14  
The Department will maintain only one (1) method of transmitting (i.e., direct deposits) Housing Assistance Payment (HAP) to the owner's designated financial institution (i.e., bank account) beginning January 1, 2017. The Department will reach out to owners not currently enrolled for electronic transmission of HAP to coordinate participation.
6. Pursuant the HUD Final Rule of the Streamlining Administrative Regulations, the following items were revised or added:
  - a) Administrative Plan, Section 8.4  
A higher payment standard of up to 120 percent of the published fair market rent as a reasonable accommodation was established. Previously, the limit was 110 percent.
  - b) Administrative Plan, Section 10.2  
Language to inspect units under contract annually was revised to conduct inspections within at least a 24-month period.

**II. Policy, Lease and Community Policies**

The Board approved the current Lease between the public housing residents and the County on May 7, 2013 through Resolution No. R-357-13 and the current Community Policies on June 21, 2011 through Resolution



No. R-490-11. The Lease provides the due date for rent payment and the penalty for late payment, lists the authorized members of the household, establishes the Resident's Obligations, the County's Obligations, and the conditions for Termination of Lease. The Community Policies document is an attachment to the Lease that provides the rules for various aspects of program residency.

**A. Significant Changes to Lease and Community Policies**

1. Lease, Article IX, 6

As part of the Lease Resident's Obligations section it was added, that the resident shall notify the County in writing of absences from the unit of more than seven (7) consecutive days, secure the unit, and provide emergency contact information. This change mirrors language in the Community Policies, Article XXVII.

2. Lease, Article XV, 1 (d)

As part of the Lease Termination of the Lease section, it was added that tampering with utilities to illegally obtain services or changing the name of the account to a person other than an adult family member listed on the Lease is grounds for termination of the Lease.

**B. Significant Changes to Policy and Lease**

1. Policy, Appendix 1

Lease, Article I, 5 (i)

A definition for the term "Unauthorized Occupant/Boarder" to be a person who is staying in the Public Housing dwelling unit, but who is not included as a family member in the Lease or approved by the County to dwell in the unit in excess of 14 days was added.

2. Policy, Chapter V, E (3)

Lease, Article VIII, 1

The number of days allowed for residents to transfer to another Public Housing unit was revised from 30 to 15 days after signing the new Lease in an effort to reduce the number of days units may remain vacant.

3. Policy, Chapter VI, C (5) and VIII, A (22)

Lease, Article XV, 1 (t)

In accordance with 24 Code of Federal Regulations section 960.261 and the July 21, 2015 HUD Office of Inspector General Audit Number 2015-PH-002, it was added that the Department may evict or terminate the tenancy of families who are over the income limit for the Public Housing Program (80 percent of median income). Exceptions are provided for families who participate in the Family Self-Sufficiency Program or families under any of the Earned Income Disallowance periods.

**C. Significant Changes to Policy and Community Policies**

1. Policy, Chapter IX, A (5) (b) and E (2)

Community Policy, Article XXIV, E (2) (a)

Language was added to allow representation from Public Housing's Tax Credit Developments to attend informal reviews and hearings provided to Tax Credit Developments' applicants and residents who are denied assistance or receive notices of adverse action with the purpose of explaining the

reasons for denial or termination of assistance or other adverse action. The representative will also provide the hearing officer or other persons conducting the reviews/hearings with guidance on the Low Income Housing Tax Credit's regulations.

The proposed Policy (Attachment 1), Administrative Plan (Attachment 2), Lease (Attachment 3), and Community Policies (Attachment 4) were made available for public review and comments during an initial 30-day comment period from August 1, 2015 through August 30, 2015. These documents were distributed to the Department's administrative offices, site offices, and to members of the Department's Resident Advisory Board. Due to additional changes that were made after the expiration of the comment period, the Department provided an additional 30-day comment period from September 28, 2015 through October 27, 2015 and from March 27, 2016 through April 26, 2016 (Attachment 5). Additionally, as part of the update and vetting process of these documents, the Department held a meeting with the Resident Advisory Board on August 3, 2015 and on April 11, 2016 (Attachment 6). Written comments received during the comment period were reviewed and many of the suggestions made by the public have been taken into consideration by the Department in the preparation of the final documents (Attachment 7).

### III. Smoke-Free Policy

On November 3, 2015, the Board adopted Resolution No. R-1003-15, directing the County Mayor or the County Mayor's designee to develop, in consultation with residents and resident councils, a smoke-free policy for all multi-family, public housing, and affordable housing developments owned and operated by the County. This resolution directs the County Mayor or the County Mayor's designee to submit the policy to the Board for approval. However, subsequent to the adoption of the Resolution, on November 17, 2015, HUD released a proposed rule on "Instituting Smoke-Free Housing" that would make it mandatory for all public housing authorities to implement a smoke-free policy. Under the proposed rule, public housing agencies such as the County would have 18 months from the effective day of the final rule to establish compliant smoke-free policies. The comment period of the proposed rule expired January 19, 2016; however, at this time, it is unknown when HUD will release the final rule.

The Smoke-Free Policy is included in the Policy and incorporated in the Lease as a Lease Addendum (Attachments 1 and 3).

Attachments



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Russell Benford, Deputy Mayor





**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** July 6, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required



Approved \_\_\_\_\_ Mayor Agenda Item No.  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT'S ADMISSION AND CONTINUED OCCUPANCY POLICY, SECTION 8 ADMINISTRATIVE PLAN, PUBLIC HOUSING DWELLING LEASE, AND PUBLIC HOUSING COMMUNITY POLICIES, INCLUDING A SMOKE-FREE POLICY; AUTHORIZING THE DEPARTMENT DIRECTOR TO MAKE ANY NECESSARY REVISIONS AS MAY BE REQUIRED BY REGULATORY AND STATUTORY CHANGES, COURT ORDERS OR INTERNAL POLICY CHANGES; AND WAIVING THE REQUIREMENT OF RESOLUTION NO. R-1003-15 THAT THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY, SECTION 8 ADMINISTRATIVE PLAN, PUBLIC HOUSING DWELLING LEASE, AND PUBLIC HOUSING COMMUNITY POLICIES BE SUBMITTED WITH A SMOKE-FREE POLICY BY APRIL 2016 AND EXTENDING THE SUBMISSION DATE OF THE SMOKE-FREE POLICY FOR THE BOARD'S FINAL APPROVAL UNTIL JULY 6, 2016

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Miami-Dade County, by and through its housing department, Miami-Dade Public Housing and Community Development Department (the "Department"), is responsible for providing decent and sanitary affordable housing opportunities to the income groups defined by the United States Department of Housing and Urban Development (Housing and Urban Development) as extremely low, very low and low-income individuals living in Public Housing, Section 8 and other federally-subsidized housing,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** The matters contained in the foregoing recitals are incorporated in this resolution by reference.

**Section 2.** This Board approves, after a public hearing, the Department's Public Housing Admission and Continued Occupancy Policy (Policy), Section 8 Administrative Plan (Administrative Plan), Conventional Public Housing Dwelling Lease, (Lease) and Public Housing Community Policies, (Community Policies) including a Smoke-Free Policy, in substantially the form attached hereto as Attachments "1," "2," "3," and "4," respectively, and incorporated by reference. This Board further authorizes the Department Director to make any necessary revisions to the Policy, the Administrative Plan, the Lease and the Community Policies as may be required by regulatory and statutory changes, court order, or internal policy changes without further approval of this Board.

**Section 3.** This Board waives requirement of Resolution No. R-1003-15 that the Policy, the Administrative Plan, the Lease and the Community Policies be submitted with a smoke-free policy for this Board's approval by April 2016. This Board further extends the date for submission of the smoke-free policy to be presented together with the Policy, the Administrative Plan, the Lease and the Community Policies for the Board's final approval no later than July 6, 2016.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman  
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Terrence A. Smith





ATTACHMENT 1

# **PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

**BCC Adopted:**

**EFFECTIVE:**

*This material is available in accessible format upon request. Please call the ADA Coordinator at (786) 469-2155 (telephone) or Florida Relay Service (800) 955-8771 (TDD/TTY).*

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## Admissions and Continued Occupancy Policy

### **I. Program Administration**

#### **A. Purpose of the Admissions and Continued Occupancy Policy (ACOP)**

The Admissions and Continued Occupancy Policy (ACOP) establishes written policies used by the Miami-Dade County Public Housing and Community Development (PHCD) for all properties owned by Miami-Dade County. It is written in accordance with United States Department of Housing and Urban Development (HUD) regulations and addresses matters not covered under the HUD regulations that are instead left to local discretion for the Public Housing Program, as established by the United States Housing Act of 1937. The regulations that govern these programs are documented in Title 24 of the Code of Federal Regulations (CFR) Parts 5, 960, 966 and other applicable regulations promulgated by the HUD.

This ACOP is a supportive document to PHCD's Public Housing Agency (PHA) Plan. It shall be available for public review during regular office hours Monday through Friday at its main administrative office located at 701 NW 1st Court, 16<sup>th</sup> FL, and at the Public Housing Site Offices.

The PHCD Director, on behalf of the County, can make any necessary revisions to this ACOP, Public Housing Dwelling Lease, and Community Policies as may be required by regulatory, statutory, court order or internal policy that occurs before approval of the next presentation of the Public Housing Agency (PHA) Plan, which occurs annually.

#### **B. Public Housing and Community Development (PHCD)**

PHCD is a public housing agency as defined in Section 35(f) of the United States Housing Act of 1937, and is the local governmental entity responsible for establishing affordable housing programs in Miami-Dade County (County), a political subdivision of the State of Florida. These programs include federally assisted housing programs that are administered through the County's housing department, the PHCD or its successor agency or department. Although PHCD has responsibility for all day-to-day operations of the Public Housing programs, revisions to this ACOP requires approval from the Miami-Dade Board of County Commissioners (the Board) and/or other authorized PHCD officials.

The administration of the Public Housing programs shall comply with all applicable Federal, State and local law, Public Housing regulations, handbooks, and policies promulgated by HUD, and other federal laws including: the United States Housing Act of 1937, as amended, the Fair Housing Act, as amended, the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 3 of the Housing and Urban Development Act of 1968, as amended.

For more information visit PHCD's website at [www.miamidade.gov/housing](http://www.miamidade.gov/housing)

#### **C. Ann Marie Adker Consent Decree, et al v Miami-Dade County and HUD (Adker Decree).**

Notwithstanding the expiration of the Adker Decree on August 1, 2009, PHCD shall comply with the Board's Resolution No. R-1075-09 adopted on September 1, 2009.

Pursuant to that resolution, PHCD and all County departments that administer affordable housing programs shall:

- Ensure that the mandates of the Adker Decree of providing desegregative opportunities to all residents, participants and applicants of federally subsidized housing programs administered by the County are continued;
- Maintain the current Adker-related provisions in the PHCD's Admissions and Continued Occupancy Policy and Section 8 Administrative Plan;
- The designated division within the Agency is responsible for ensuring compliance with the terms of Board's resolution; and
- Provide any reports required by the Board, the Mayor or the mayor's designee.

#### **D. Voluntary Compliance Agreement**

In March 2005, the County executed a Voluntary Compliance Agreement (VCA) with HUD that requires the County to construct or convert 478 public housing units and common areas to comply with the Uniform Accessibility Standards (UFAS), the Fair Housing Act and the Architecture Barriers Act. In January 2015, the VCA was amended to require PHCD to convert 459 units.

#### **E. Fraud and Crime Control Program**

PHCD investigates allegations of fraud and illegal activity committed by housing program applicants and residents, including family members on the lease. Incidents of fraud or illegal activity may be reported to the PHCD's fraud hotline telephone number at 786-469-4105 or 786-469-4152 for other violations. All calls are confidential and callers will remain anonymous.

Miami-Dade County's Office of Inspector General (OIG) works in conjunction with PHCD to prevent and eliminate fraud and other criminal activities in PHCD housing programs. PHCD may refer cases to Miami-Dade County's OIG, or local law enforcement agencies with jurisdiction to investigate housing fraud, criminal and fraud cases for legal prosecution and collection of debt, if applicable. Miami-Dade County's OIG representatives will attend grievance hearings as required, when PHCD proposes to deny admission or terminate tenancy regarding cases they have investigated or prosecuted.

In an effort to maintain crime control in PHCD's public housing developments, each site AMP administrator or designee shall obtain a "no trespass" listing of people who have been terminated from the program as a result of drug, violent and non-violent criminal activities, including domestic violence. Such list is issued by local law enforcement or state attorney's office and may be updated with additional names as required by court stipulations. The list must be included in PHCD's shared drive and be posted in conspicuous places in each development.

#### **F. Assistance to Limited English Proficiency (LEP) Persons**

Limited English Proficient (LEP) persons do not speak English as their primary language and have a limited ability to read, write, or understand English at a level that allows the person to communicate effectively when applying or receiving services or benefits from agencies that are recipients of federal funds.



In accordance with HUD's *Final Guidance to Federal Assistant Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (Final Guidance), PHCD is committed to ensure direct access to its program and activities to all applicants and program participants, regardless of the primary language they speak.

#### 1. Four (4) Factor Analysis

The LEP Final Guidance defines a self-assessment method to assist agencies receiving HUD funds in determining the extent of their obligations to LEP persons. PHCD has conducted the following four-factor self-assessment and concluded that Spanish and Creole are the most commonly spoken languages by the LEP population served by PHCD.

- a) The number of proportion of LEP person eligible to be served or likely to be encountered by the program or grantee (persons speaking a language other than English exceeds 5% or 1,000 persons, whichever is less);
- b) The frequency with which LEP persons come in contact with the program;
- c) The nature and importance of the program, activity, or service provided by the program to people's lives; and
- d) The resources available to PHCD and its costs.

#### 2. Language Assistance Plan (LAP) and Safe Harbor

PHCD posts Spanish and Creole signs at its administrative and site management offices (public places) and on its website to inform LEP persons that free oral interpretation services and translation of vital PHCD's documents are available upon request. Additionally, applicants and program participants are informed of their ability to request an interpreter in all written PHCD's advertisements and notifications related to hearings, interviews, scheduled appointments, and adverse action notices.

##### a) Staff Training

PHCD employees are provided with training on the LEP policy requirements, their role in assisting LEP persons, and with information on the resources available for LEP persons and how to access these resources.

##### b) Oral Language Interpretation

PHCD utilizes bilingual staff members fluent in Spanish or Creole who provide oral language interpretation to LEP persons at face-to-face or telephone contacts, as needed. Also, oral language interpretation services may be provided for scheduled appointments, meetings, informal reviews, hearings and interviews, upon request five (5) business days in advance, from the Section 504/ADA Coordinator. The Section 504/ADA Coordinator secures oral translation services from approved vendors, according to the County's procurement procedures.

Language interpretation services are offered to LEP persons for activities including but not limited to the following:

- Eligibility Interview
- Voucher Briefing
- Rental Interview and Lease Signing

- Initial, Annual, and Interim Reexaminations
- Transfer and Resident Tenancy Application
- Reasonable Accommodation Requests
- Conferences, Informal Reviews and Hearings

PHCD staff is prohibited from requiring or asking LEP persons to bring their own interpreter. If a LEP person requests that an adult family member or friend (18 years of age or older) provide interpretation, this practice is acceptable only if it is their choice. The LEP person will be advised by PHCD staff about the availability of free language services.

#### c) Written Language Translation of Vital Documents

HUD's Final Guidance defines vital documents as "those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically." PHCD may use the County's translation services provided by the Community Information and Outreach (CIAO) Department, or a County vendor, to translate its vital documents and advertisements into Spanish and Creole.

PHCD has translated the following vital documents into Spanish and Creole. They are available in the shared drive, at H:\Compliance Reference Library\Forms - Agency Master Folders and must be provided to LEP persons upon request.

- Consent and complaint forms
- Intake forms with the potential for important consequences
- Written notices of rights, denial, loss, or decreases in benefits or services, and hearings
- Notices of termination of assistance and eviction
- Notices and forms related to the Violence Against Women Act (VAWA)
- Notices of advising LEP persons of free language assistance
- Notices of public hearings, especially those that meet Community Planning and Development's citizen participation requirements
- Public Housing Lease and tenant rules, and/or
- Applications to participate in a recipient's program or activity or to receive recipient benefits or services.

### 3. Monitoring and Updating

PHCD will periodically review and assess its LEP policy, based on Miami-Dade County's demographics and changes in HUD regulations.

## G. Mixed Finance Developments

From time to time, the County has and may continue to engage in mixed-finance development, which includes construction of new public housing and rehabilitation of existing County-owned public housing, as authorized by 24 CFR § 905.604, and other applicable laws and regulations. County-owned public housing properties may be leased to private developers through a long-term ground lease and other applicable mixed-finance agreements and documents.

The properties would then be managed by these private developers, or entities, rather than County. Notwithstanding any contrary provision within this ACOP, the County may delegate certain admissions and occupancy functions as discussed within the ACOP to



entities and/or managers of those mixed-finance developments; provided, however, that such admissions and occupancy functions must be performed in accordance with this ACOP and applicable public housing requirements (including any deviations from the ACOP as permitted hereunder, as set forth in this section). Such delegation does not relieve the County from ultimate responsibility with respect to the foregoing.

The County acknowledges that such mixed-finance developments may be subject to federal Tax Credit Requirements. For purposes of this Policy, Tax Credit Requirements shall mean any and all matters required by Section 42 of the Internal Revenue Code of 1986 and regulations thereunder (Section 42), the rules promulgated by Florida Housing Finance Corporation (FHFC) or any agreement with a condition of receipt of tax credits, whether or not such requirement is explicitly stated in Section 42, or FHFC requirements.

Without limiting any other provision in this Subsection G, the County may also enter into one or more Memoranda of Understanding with the owner entities of such mixed-finance projects and/or third parties in order to comply with FHFC, HUD and PHCD requirements, and may adopt a limited preference for Special Needs Households (see Appendix I. – Definitions), as defined at Section 67-48.002(108) of the Florida Administrative Code (FAC), as may be amended from time to time, that may be referred by a Special Needs Household Referral Agency, as defined at in Section 67-48.002(109) of the FAC, such that 10% (which is subject to change in accordance with updated requirements) of the units of each mixed-finance development are occupied by such Special Needs Households to the extent required by FHFC, HUD and PHCD.

In order to facilitate compliance with Tax Credit Requirements, this ACOP shall be deemed amended with respect to any mixed finance development in order to conform to any provision herein to applicable Tax Credit Requirements, unless such policies are otherwise required by applicable public housing requirements. Examples of policies that may be different than what is set forth in the ACOP but that are nevertheless permissible under this section include, but are not limited to:

1. the requirement for annual re-examinations (to the extent required by Tax Credit Requirements) and modifications to the tenant lease to conform with Tax Credit Requirements; and
2. different income limits, income tiering requirements and rent limits consistent with what is permissible or required in accordance with Tax Credit Requirements.

Under this section, the entity will carry out screening and eligibility determinations with respect to such Tax Credit Requirements, including determinations related to transfers of new admissions from other public housing developments, new admissions and continued eligibility of existing residents. Notwithstanding anything herein to the contrary, any public housing resident who is eligible under applicable public housing requirements, but not eligible under Tax Credit Requirements shall be referred to the County by the Entity and will be re-housed by the County in accordance with the transfer provisions set forth in the ACOP.

The County further acknowledges that certain terms or requirements pertaining to the public housing units may be negotiated between the County and the entity of each mixed-finance development, such as income tiers and transformation remedies, and effectuated through the execution of the Declaration of Trust and Restrictive Covenants, the Regulatory and Operating Agreement, the Mixed Finance Annual Contributions Contract (ACC) Amendment and applicable management documents. Provided, however, that

notwithstanding anything contained in those documents to the contrary, the applicable public housing requirements shall control.

As used herewith, the term "applicable public housing requirements" shall mean the following: the U.S. Housing Act of 1937, HUD regulations thereunder (and to the extent applicable, any HUD-approved waivers of regulatory requirements); any other federal laws, regulations, notices and Executive Orders pertaining to public housing; the ACC between HUD and the County (as amended by Mixed-Finance Amendments), this ACOP, and applicable tax credit management plans and agreements as those requirements may be waived or amended from time to time.



## II. Affirmative Marketing, Waiting List and Tenant Selection

### A. Affirmative Marketing

PHCD's marketing plan ensures inclusion on its waiting list of all people without regard to race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, ancestry, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.

The opening of the waiting list will be advertised in a minimum of three newspapers: e.g. *The Miami Herald*, the largest paper of daily general circulation; *The Miami Times*, the paper with the largest circulation among African-Americans; *Diario Las Americas*, a Spanish language publication; the *Haiti en March* or *Kiskeya Herald*, Haitian language publications; and *The Voice*, a publication for disabled people. The opening and closing dates of any open waiting list period will be advertised in advance. The waiting list ranking process will be conducted per the State of Florida laws.

#### 1. Outreach to Very-Low Income Families

Efforts will be taken to ensure outreach to Miami-Dade County's eligible population providing information of all opportunities to apply for program assistance. In order to reach the widest eligible population, the agency may use special outreach in any of the following methods:

- Notice to churches, synagogues, and other places of worship;
- Notice to government offices including but not limited to Miami-Dade County regional libraries, Miami-Dade County Community Action Agency (CAA), Social Security Administration, State of Florida Department of Children and Families, Legal Services of Greater Miami, Inc., or other agencies designed to assist the low income community;
- Notice to agencies that assist the elderly or disabled;
- Announcement at public meetings; and
- Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

#### 2. Marketing and informational materials will:

- Comply with Fair Housing Act requirements and the regulations promulgated by HUD on wording, logo, etc.;
- Describe the application process, waiting list, and preference structure accurately;
- Use clear and easy to understand terms and distribute in more than English-language print media;
- Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/504/ADA-adaptable units are offered to applicants who need their features;
- Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- Be clear about PHCD's responsibility to provide reasonable accommodations to people with disabilities.

## **B. Waiting List Management**

1. PHCD maintains one (1) waiting list for its Public Housing Program, which includes Assisted Living Facility, and the Mixed Finance Developments. This waiting list is administered by the Applicant Leasing Center (ALC), which is a unit of the Asset Management Division (AM) responsible for the operations of the Public Housing Program.
2. Other Housing Programs
  - a) The Section 8 Housing Choice Voucher Program and the Section 8 Moderate Rehabilitation Program will maintain separate waiting lists for each of the programs. These waiting lists are administered by the Intake Unit of the Contract and Administration Division (CAD). The Section 8 Administrative Plan contains the rules and regulations applicable to these programs.
  - b) The Section 8 New Construction developments are County owned and privately managed. The management agents will be responsible for managing their own waiting lists.
  - c) Homeless Pilot Program: In an effort to address the risk of homelessness, PHCD will collaborate with the Homeless Trust by implementing a pilot program and waiting list for referrals of persons transitioning out of a shelter, transitional housing program, rapid re-housing program or permanent supportive housing. The program will initially be limited to a maximum availability of 25 Public Housing units that may be expanded if the program is successful.

The Homeless Trust will verify the individual's or family's homelessness before referring them as applicants to this program. Eligibility will be based on the admission criteria in Chapter III of this ACOP.
  - d) Mixed Finance Developments (see Chapter I of this ACOP): PHCD and has entered into a Memorandum of Understanding (MOU) with Miami-Dade County Homeless Trust to refer individuals to a waiting list for Special Needs Households. Pursuant to the MOU, if the Homeless Trust does not refer any individuals within 14 business days of notification of the availability of units, PHCD may select applicants from the Public Housing Waiting List.

## **C. Opening the Waiting List**

1. Timing
  - a) PHCD may elect to open the waiting list periodically or if there are insufficient applicants for a particular housing program, bedroom size, or unit type (e.g., general occupancy, elderly designated buildings).
  - b) The beginning and ending dates of the waiting list's open registration period will be advertised in the local newspapers through a public notice, as described in Section A of this Chapter, for the purpose of reaching all segments of the community and providing advance notice.
  - c) The registration period shall remain open for at least five (5) business days.



## 2. Submission of Applications

- a) People interested in applying for the programs offered by PHCD may do so during open registration periods.
- b) PHCD may limit the number of applications to be placed on the waiting list, based on PHCD's projection of ready units and other relevant data.
- c) Applications will be available on-line through the internet during the open registration period at [www.miamidade.gov/housing](http://www.miamidade.gov/housing). Assistance with the online submission of applications may be available at advertised locations.
- d) At the time of application, the head of household of the family must be 18 years of age or older, or have been emancipated by a court of competent jurisdiction.
- e) PHCD's application for admission may request the following information: family composition, income, social security numbers, immigration status, race, ethnicity, date of birth, if a wheelchair accessible unit is required, if family qualifies as a Special Needs Household, and other applicable information.
- f) Only one application is allowed per family, including head of household and family members. An application will be considered as long as it does not replicate the family composition in another application.
- g) Applications are nontransferable except under the following circumstances:
  - (1) In case of dissolution of marriage or family disputes, PHCD will abide the court's determination on whom shall assume the head of household on the application.
  - (2) If the head of household is deceased prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there is more than one (1) surviving adult family member, the family shall determine which surviving family member should be head of household as long as they are part of the original application.
  - (3) If the head of household is deceased and the remaining family members are minors, the person granted legal custody of such children will become the head of household and is entitled to the original date of application, provided such person meets all eligibility requirements.
  - (4) In addition to the desires of the family, PHCD will consider the interest of disabled or elderly family members, and any instance of actual threatened physical violence.

## 3. Position on the Waiting List

- a) Applications accepted will be randomly sorted by an electronic system for assignment of a ranking number. This process is certified by an independent auditor.

- b) Placement on the waiting list does not indicate that the applicant is eligible for admission or that the applicant will receive a housing offer.
4. Movement on the Waiting List
- a) Each applicant moves up the waiting list in ranking number sequence and based on applicable local preference and type and size of unit required.
  - b) When an applicant reaches the top of the waiting list, the applicant's information will be verified, including applicable local preference, to determine applicant's eligibility. An applicant failing to provide applicable verification of local preference will not be eligible for that preference and will be restored to the general waiting list.
5. Removal from the waiting list
- a) The head of household must have the capacity under state and local law to enter into a legally binding lease agreement, where the tenant is bound by the terms of the lease, otherwise, the family will be removed from the waiting list.
  - b) The applicant family requests to be removed from the waiting list.
  - c) Applicant families whose mail is returned by the post office or who does not respond to notices of scheduled appointments or to correspondence will be removed from the waiting list. Applicant families removed, for these reasons from the waiting list are provided with the right to request an informal review in accordance with Chapter IX of the ACOP.
  - d) Applicant families determined ineligible for housing assistance will be notified in writing, including the reason for the determination. Ineligible applicants shall be provided an opportunity for an informal review, if requested, within 30 days of the notice.
  - e) If the applicant family fails to respond to a housing offer or refuses the housing offer, the applicant family will be removed from the waiting list, notified in writing, and provided an opportunity to request an informal review, if requested, within 30 days of the notice.
  - f) If the applicant family accepts a housing offer and signs the *Public Housing Dwelling Lease*, the application will be removed from the waiting list.
  - g) If the applicant family accepted the housing offer and does not attend or reschedule the appointment to sign the *Public Housing Dwelling Lease*, the AMP Administrator will notify the Applicant Leasing Center (ALC). As a result, the applicant family will be removed from the waiting list, notified in writing, and provided an opportunity to request an informal review within 30 days of the notice.
  - h) Applicant families whose applications are withdrawn or rejected may reapply for housing when the waiting list is opened.
  - i) All rejected applicants are entitled to a written explanation of the reason for their rejection and may request an informal review. At the informal review, rejected



applicants may present reasons why they should be reinstated to the waiting list (See Chapter IX - Grievance Policy, of this ACOP).

6. Reinstatement to the Waiting List

a) Reasonable Accommodations

Applicant families who refused the housing offer due to a disability may request a reasonable accommodation in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP). Upon approval of the reasonable accommodation request, the applicant family shall be returned to the applicant's former waiting list position.

b) Informal Reviews

If the Hearing Officer overturns the PHCD decision to remove the applicant family from the waiting list, the applicant family shall be returned to the applicant's former waiting list position.

**D. Factors Affecting Selection from the Waiting List**

Several factors may affect how applicants are selected. These factors are described below:

1. The need for units complying with the Uniform Federal Accessibility Standards (UFAS) or units with accessible features.

a) Transfers of residents with disabilities and placement of applicants with disabilities requiring units complying with UFAS or units with accessible features (as defined in Appendix I of this ACOP), will be approved in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP), through PHCD.

b) When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant accessible unit and who is otherwise occupying a unit not having those features.

c) If there are no current residents in the same development who require the accessibility features, then the vacant accessible unit will be offered to a resident with disabilities from another development that requires the accessibility features.

d) If there are no current residents who require the accessibility features of the vacant accessible unit, then the vacant accessible unit will be offered to the next eligible qualified applicant with disabilities on the waiting list.

e) If there are no eligible qualified residents or applicants with disabilities on the waiting list who wish to reside in the available accessible unit, then the unit will be offered to an applicant on the waiting list who does not need the accessible features of the unit. The *Conventional Public Housing Dwelling Lease* requires residents to relocate to a vacant non-accessible unit within 30 days of date written on the notification from the AMP Administrator, if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.

2. Resident Transfers (Refer to Chapter V-Transfer Policy)

PHCD will also offer units (including Public Housing units in mixed finance developments) to existing qualified residents on the transfer list. Emergencies, reasonable accommodation, extraordinary circumstances, and occupancy standards transfers are processed before new admissions, as detailed in Chapter V of this ACOP.

3. Elderly Designated Housing

Elderly families (see definition in Appendix I) from the Public Housing waiting list receive priority for admission to units or buildings covered by HUD-approved Elderly Designated Housing Plan. When there are insufficient elderly families, PHCD may grant near-elderly families (see definition in Appendix I) priority for admission to these units or buildings or reopen the waiting list to receive applications for this type of elderly unit designation.

4. Mixed Population Projects

A mixed population project is a public housing development that was reserved for elderly and disabled families at its inception. Dwelling units with special accessibility features for handicapped people will first be offered to families with persons that require the accessibility features of such units.

5. Deconcentration of Income and Poverty

- a) PHCD may perform an income analysis of its general occupancy, family public housing developments to determine which developments covered by 24 CFR § 903.2(b) fall outside the Established Income Range (EIR). The EIR is 85% to 115% of the average family income of PHCD's covered developments, or 30% of the Area Median Income, whichever is greater.
- b) PHCD's policy includes making capital improvements in developments with an average income below the EIR to encourage applicants with family income above the EIR to accept units in those developments.

6. Local Preferences

PHCD may adopt local preferences for selection of families admitted to the public housing program based on local housing needs and priorities as determined by PHCD. Admission preferences are subject to the specific local preference being indicated in the housing application. Applicants requesting a local preference should be properly coded in the waiting list.

PHCD will not hold its units vacant for applicants with a local preference, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with a preference.

a) Assisted Living Facilities (ALF)

PHCD provides preference to applicants interested to be housed in an ALF over new admissions from the Public Housing waiting list. The applicant must meet the ALF Admissions Criteria at the time of eligibility screening (see Chapter III of this ACOP).



b) Veterans

- (1) PHCD, at its sole discretion, will provide a preference over new admissions to applicants whose head or co-head are eligible veterans.

A veteran is a person who:

- had at least 180 days of regular active duties and was honorably discharged or released; or
- had at least 90 days of active duty service, of which at least one (1) day of service was in a war conflict and was honorably discharged or released, or
- served in a war conflict and was awarded a Purple Heart or became disabled, regardless of completion of days of active duty.

The veteran status extends to spouses, widows, widowers and parents of the military killed during a time of war.

- (2) Applicants claiming a veteran's preference must provide a copy military service record, proof of service, or the discharge documents (Form DD214) of the veteran for whom the preference is claimed.

c) Changes in Local Preference Status:

- (1) Occasionally, families on the waiting list who did not qualify for a preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a preference. In such instances:
  - (a) It is the family's responsibility to notify PHCD.
  - (b) The record will be updated for families certifying that they now qualify for a preference on the waiting list in accordance with their electronic randomly sorted ranking and their applicable preference(s).
- (2) Applicants failing to provide verification of their local preference status at initial eligibility screening will not be eligible for the local preference and will be restored to the general waiting list for selection in accordance with the movement on the waiting list.
- (3) Applicants determined ineligible for the requested local preference will be notified of their ineligibility and shall be provided an opportunity for an informal review if requested within 30 days of the written notice.

7. Special Admissions

Applicants may be admitted to the Public Housing program even though they are not on the waiting list but meet the following conditions:

a) Displacement

The definition for displaced families is included in Appendix I of the ACOP. PHCD, at the discretion of the Director, can assist displaced families due to national disasters.

Displaced families may include families under the witness protection program provided supportive documentation from applicable authorities is provided.

b) Referrals for Humanitarian Reasons

PHCD, at its sole discretion, may accept referrals for humanitarian reasons as mandated from HUD and/or from appropriate federal, state, and/or local agencies.

**E. Closing the Waiting List**

1. PHCD may elect to dissolve the waiting list periodically or as needed. Notwithstanding the dissolution of the waiting list, applicants who were selected from the waiting list and are pending a unit offer will continue to be processed by PHCD.
2. The applicant family will not be offered a unit under the dissolved waiting list under the following circumstances:
  - a) The applicant family that was selected and scheduled for initial interview, but did not attend.
  - b) The applicant family refused a housing offer without good cause (see Appendix I – Definitions of this ACOP).



### III. Eligibility for Admission and Assignment Plan

#### A. Requirements for Admission

1. An applicant is qualified if they meet all of the following criteria:
  - a) Is a family, as defined in Appendix I of this ACOP;
  - b) Meets HUD requirements on citizenship or immigration status;
  - c) Is within HUD's established income limits;
  - d) Provides documentation of Social Security numbers for all family members, except for those individuals who do not contend that they have eligible immigration status;
  - e) Provides documentation validating identity of each adult or emancipated minor; and
  - f) Meets the Applicant Selection Criteria.
2. PHCD does not inquire into an applicant's criminal history on an application and does not require applicants to disclose facts or details of conviction history or arrests. However, PHCD performs criminal background screening in its admission and continued occupancy processes.
3. Verification of Identity
  - a) Required documentation validating the identity of each adult or emancipated minor:
    - State issued driver's license (current and unexpired), or
    - State issued identification card (issued within the last ten (10) years);
    - U.S. passport (current and unexpired);
    - US issued immigration verification documents that contain a picture of individual (issued within the last ten (10) years);
    - Military identification card;
    - Other documents as may be required by HUD.
  - b) Adult or emancipated minor applicants that have an ineligible immigration status will be required to confirm their identity providing any of the following documents:
    - Foreign passport
    - Foreign driver's license
    - Foreign birth Certificate
    - Identification card issued in US
    - Foreign military identification card
    - Other documents as may be required by HUD
4. Changes to Family or Household Composition

Changes to the family or household composition shall be considered and documented at the time the changes below occur.

a) Addition to the Family

Requests for additions to the family composition must be made in writing by the head of household and are restricted to:

- (1) Spouses, co-heads, or domestic partners (see definition of Family in Appendix I of this ACOP), children born to, adopted, or otherwise granted custody by operation of law.
  - (a) PHCD will require documentation that the head of household has authorization to include a minor as part of the household.
  - (b) Documentation to add a minor can include but is not limited to court documents, pre-need guardian, school records, parent or custodian's written consent, other state and federal public assistance documentation, or power of attorney.
- (2) Immediate relatives (sons, daughters, brothers, sisters, parents, grandparents and grandchildren), may be added for humanitarian and extraordinary reasons, including reasonable accommodation for a family member on a case-by-case basis and approved by the division director or designee.

b) Removals from the Family Composition:

- (1) Any adult family member, including the head of household, requesting to be removed from the family composition must provide a notarized statement agreeing to the removal, signed by the adult family member and the head of household.
  - (a) The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. PHCD may request additional documentation to verify the permanent relocation of the family member requesting removal.
  - (b) If the adult family member is unable to provide the notarized statement agreeing to removal from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g. death certificate, jail order).
  - (c) For removal of minors, the head of household must provide a signed notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two months old), showing the new address.



- (2) As an alternative to the notarized statement, a written statement may be provided, which must be signed by the adult family member being removed upon identification, the head of household, and witnessed by the PHCD representative.
- (3) Notwithstanding the foregoing, a notarized statement will not be required of an adult family member who has violated the terms of this ACOP, the Lease, and Community Policies and as a result must be removed from the household in lieu of evicting all members of the household. Examples include a member of the household who has engaged in domestic violence, dating violence or stalking.

c) Addition to the Household Composition

(1) Foster Children and Foster Adults

- (a) A foster child is a child that is in the legal guardianship or custody of a state, county, or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.
- (b) A foster adult are usually persons with disabilities, unrelated to the tenant family, who is unable to live alone.
- (c) Foster children and foster adults living with an applicant or resident are considered household members but not family members. The income of foster children and foster adults are not counted as part of the family's annual income and dependent deductions may not be claimed.
- (d) PHCD will require documentation that the head of household has been granted legal guardianship or custody of a foster child or foster adult.

(2) Live-in Aides

- (a) PHCD must approve a live-in aide, if needed as a reasonable accommodation request, to make the program accessible to and usable by the head of household or family member with a disability. For the Live-in Aide Request and Verification forms, refer to Appendix IV of this ACOP, Reasonable Accommodation Policies and Procedures.
- (b) A live-in aide is a household member, not a family member. The income of the live-in aide is not counted as part of the family's annual income.
- (c) Any individual selected by the family member with disability to be the live-in aide must comply with the following criteria:
  - (i) The physician verifying the need for a live-in aide must also verify that the live-in aide is qualified to provide the appropriate services.
  - (ii) The live-in aide must live in the unit solely to care for the disabled individual.
  - (iii) The live-in aide does not qualify for continued occupancy as a remaining family member and does not have any rights to the unit.
  - (iv) The live-in aide must not have been part of the household prior to the family receiving housing assistance or thereafter.

- (v) The live-in aide, head of household and family members must maintain separate finances.
- (d) The live-in aide must provide proof of current residency.
- (e) The live-in aide must provide required documentation.
- (f) The head of household and the live-in aide must sign the *Live-in Aide Certification* initially and annually (as part of the annual reexamination of the family).
- (g) The head of household and live-in aide must sign a Live-in Aide Agreement which shall become part of the addendum to the resident's lease (for the *Live-in Aide Agreement* form, refer to Appendix IV of this ACOP, Reasonable Accommodation Policies and Procedures).
- (h) The live-in aide must agree to move-out of the unit should the disabled resident, no longer resides in the unit or passes away. In such circumstances, the AMP Administrator provides notice for live-in aide to vacate the premises within 14 days. Upon termination of the live-in aide's services for any other reason, the live-in aide shall vacate the unit within 24 hours.
- (i) Under extraordinary circumstances, upon approval of the division director, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such case, the relative's income will be part of the family's annual income.
- (j) An eligible live-in aide may be granted up to one (1) additional bedroom in accordance with the occupancy guidelines or standards.
- (k) The live-in aide must provide the following documents as part of the admission process:
  - Proof of identity
  - Verification of birth date
  - Social security number
  - Proof of current residency
  - Other documents as may be required by USHUD
- (l) The live-in aide will be asked to sign forms which include but is not limited to the following:
  - *Authorization to Check Information*
  - *Authorization to Obtain Criminal Background*
  - *Authorization for the Release of Information/ Privacy Act Notice* (Form HUD-9886)
  - *Debts Owed to Public Housing Agencies and Terminations* (Form HUD-5267)
  - *What You Should Know About EIV* (Form by HUD)
  - *Live-in Aide Certification*
  - *Live-in Aide Agreement* (completed upon approval of the live-in aide)



(m) PHCD will verify information of the live-in aide through EIV for double subsidy and debt owed to another housing authority or program, or whether a prior termination has been cleared.

(n) The live-in aide individual may be denied for the following reasons:

- Failed to provide or sign required documentation to complete the admission process and/or failed to sign the *Live-in Certification* or *Live-in Aide Agreement* forms.
- Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Has been living in the subsidized unit as an unauthorized occupant/boarder.
- Has engaged in criminal activity as detailed in Chapter III of this ACOP.
- Owes rent or other amounts to the public housing agency (PHA) in connection with Section 8 or public housing assistance.

#### 5. Mandatory Social Security Numbers

Effective January 31, 2010, all members of the household, **except those that do not contend eligible immigration status**, must provide appropriate documentation of their Social Security Number (SSN) before the household member is admitted into the program.

PHCD included in this ACOP the provisions published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding SSN.

##### a) Disclosure requirement for applicants

- (1) At the time applicant's eligibility is determined, each applicant must submit: a) the complete and accurate SSN for each member of the applicant's household, and b) the required documentation to verify each SSN.
- (2) If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain their place on the waiting list for the program, but cannot become a program participant until the required document to confirm the SSN is provided, unless the following condition applies:
  - i. If a child under the age of six (6) has not been assigned a SSN and is being added to the application within six (6) months of admission date, the applicant family may provide the complete and accurate SSN and required verification within 90 calendar days of the date of admission. PHCD must grant an extension of one additional 90-day period if PHCD determines that the resident's failure to comply was due to unforeseen circumstances or circumstances outside the control of the applicant

##### b) Residents

- (1) Initial Disclosure: Each resident whose initial determination of eligibility began before January 31, 2010, except for those age 62 or older as of January 31,

2010, must submit a complete and accurate SSN and documentation to verify the SSN if the participant has:

- (a) not previously disclosed a SSN;
- (b) previously disclosed a SSN that HUD or the Social Security Administration (SSA) determined was invalid; or
- (c) been issued a new SSN.

(2) Subsequent Disclosure:

- (a) The complete and accurate SSN and verification is required for a new adult member regardless of age that has an assigned SSN at the time of request, at the time of processing the addition to household, at the next interim or annual reexamination.
- (b) If a child under the age of six (6) and has not been assigned a SSN, the head of household will be required to provide the complete and accurate SSN and verification within 90 calendar days of the child being added to the household.

c) Verification of SSNs

One of the following documents must be submitted to confirm SSN:

- A valid SSN card issued by the SSA, or
- An original document from a federal or state government agency that contains the individual's name and SSN, along with identifying information for the individual (i.e. address, date of birth, etc.)

Referral sources for applicants and participants who need to request a SSN or information: Information regarding SSN cards is available at [www.socialsecurity.gov](http://www.socialsecurity.gov) or 1-800-772-1213.

d) Time frame to submit documents to confirm the SSN

- (1) Applicants: Applicants may be given up to 90 days, or 120 days for applicants 62 years or older, to submit documents confirming each household member's SSN.
- (2) Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.

PHCD may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

e) Resident's Penalties for failing to disclose and verify SSN

PHCD must terminate the assistance or the tenancy, or both, of a resident if any member does not meet the applicable SSN disclosure, documentation and verification requirements. PHCD, at its sole discretion, may defer termination and provide resident with an additional 90 calendar days to disclose, document, and verify the SSN if the following applies (24 CFR § 5.218(c)(2)):



- (1) Resident did not meet the applicable SSN disclosure, documentation and verification requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the resident; and
- (2) There is a reasonable likelihood that the resident will be able to disclose a SSN by the deadline.

Failure of the resident to disclose a SSN by the end date of the additional 90 calendar days, if provided, will result in termination of the assistance or tenancy, or both, of the participant and the participant's household.

## 6. Citizenship or Eligible Immigration Status

In order to determine each family's eligibility for full assistance or prorated assistance, PHCD is required to verify the citizenship and/or immigration status of each individual family member, unless they state they do not contend that they have eligible immigration status. Details of the requirements are described below.

- a) There are four (4) categories of citizenship/immigration status:
  - (1) Eligible citizen
  - (2) Eligible noncitizen
  - (3) Ineligible noncitizen
  - (4) Pending Verification
  
- b) The *Declaration of Citizenship or Eligible Immigration Status Certification and Verification Consent, Acknowledgement Receipt of Notice of Section 214 Requirements* form must be signed by all family members (or by parent or guardian if family member is a minor). Documents to verify citizenship or immigration status may be required as indicated below.
  - (1) A citizen/national may submit one of the following documents:
    - U.S. Passport
    - U.S. Birth Certificate
    - Puerto Rican Birth Certificate (will only be accepted if issued after July 1, 2010)
    - Certificate of Citizenship
    - Naturalization Certificate
    - Voter's Registration
    - Other documents as may be required by HUD
  
  - (2) A noncitizen eligible immigrant must have permanent residence, refugee or asylee status to be eligible for full assistance. Acceptable document of eligible immigration status for noncitizens is one of the following documents:
    - (a) Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card".
    - (b) Asylees: Asylum Approval Notice, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
    - (c) Refugees: Refugee Approval Notice or Employment Authorization Document (EAD).
    - (d) For non-citizens 62 years of age and older receiving assistance under a covered program on September 30, 1996 or applying for

assistance after that date, a signed declaration of eligible immigration status and proof of age is required.

- (3) Documents must be current and unexpired.
- (4) Declaration of Ineligible Immigration Status: An individual may admit to having an ineligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status.

c) Mixed Families

PHCD has included in this ACOP the required changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding calculation of prorated rent for mixed families ((24 CFR § 5.520(d)).

A mixed family is composed of both eligible and ineligible members and must be provided prorated assistance per 24 CFR § 5.520(d) effective April 7, 2016, unless eligible for continued assistance or temporary deferral of termination of assistance (described below).

(1) Continued Assistance

A mixed family may receive full housing assistance if they meet all of the following conditions:

- i. The family was receiving assistance under a Section 214 covered program on June 19, 1995, which is when the Noncitizens rule became effective.
- ii. The head of household, the spouse, or co-head has eligible immigration status (24 CFR § 5.506).
- iii. The family does not include any person without eligible immigration status other than the Head of Household, spouse, co-head, and parents or children of the Head, spouse, or co-head.

A family granted continued assistance before November 29, 1996 is entitled to receive non-prorated assistance. A family granted assistance after November 29, 1996 must receive prorated assistance (24 CFR § 5.520(d)).

(2) Temporary Deferral of Termination of Assistance

If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family members involved, to other affordable housing (see 24 CFR § 5.218(b)).



- d) Documentation proving citizenship or eligible immigration status must be provided to PHCD within ten (10) business days. PHCD may extend the submission period, which shall not exceed 30 days.
- e) Family members that are ineligible noncitizens are required to submit evidence of changes in immigration status, while receiving prorated assistance under the program.
- f) PHCD shall verify with United States Department of Homeland Security (DHS) through primary, and if necessary, secondary verifications of the immigration status for each family member as follows:
  - (1) Primary Verification: The DHS Systematic Alien Verification for Entitlements (SAVE) system provides automated immigration status. This must be done as part of the applicant eligibility process or additions to households.
  - (2) Secondary Verification: If primary verification is unsuccessful and the family member has disclosed eligible immigration status and presents valid immigration documents, a secondary verification must immediately be done. This consists of mailing a DHS form with copies of the immigration documents.
- g) Pending Verification of immigration status: When the primary or secondary verification of immigration status that was timely submitted has not been received. Also, when an appeal by the individual with DHS is pending.
- h) Once the applicant or participant has provided the immigration documents, PHCD may not deny, delay or terminate assistance solely on the basis that the primary or secondary verification of the immigration status has not been completed.
- i) In circumstances where DHS has not verified eligibility, the family will be provided with a written notice that shall include:
  - (1) That the family has a right to request an appeal to DHS of the results of the verification of immigration status;
  - (2) That the family has the right to request an informal hearing with PHCD upon completion of the DHS appeal. Such a hearing shall be held in accordance with the Grievance Policy in Chapter IX of this ACOP;
  - (3) That housing assistance may not be denied or terminated until the conclusion of the DHS or PHCD appeal process; and
  - (4) Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).

## 7. Income Limit and Income Targeting Requirements

### a) Income Limit Requirements

PHCD has included in this ACOP the required changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the definition of extremely low income.

HUD annually publishes income limits, adjusted according to family size, to determine the eligibility of applicant families for admission into the Public Housing program, as summarized below:

- **Extremely Low-Income family** is defined "as a very low income family" whose annual income does not exceed the higher of the poverty guidelines established by the Department of Health and Human Services (HHS) or thirty (30) percent of the median family income for Miami-Dade County. The poverty guidelines are established by HHS on an annual basis.
- **Very low-income families** are defined as families whose incomes do not exceed 50 percent of the median family income for Miami-Dade County.
- **Low-income families** are defined as families whose incomes do not exceed 80 percent of the median family income for Miami-Dade County.

b) Income Targeting Requirements

(1) PHCD is required by HUD to meet income targeting provisions (24 CFR § 960.202) to guarantee a share of available public housing units for extremely low-income applicant families. HUD income targeting requirements for the Public Housing Program as indicated below, or as may be amended by HUD:

- (a) Extremely low income families: This group must constitute at least 40% of all new admissions from the waiting list in any year.
- (b) Families with incomes between 31% and 80% of area median income: The remaining Public Housing new admissions (no more than 60%) can be up to the low-income level (up to 80% of the area median income).
- (c) To attain the annual extremely low-income targeting requirement of 40%, PHCD may reach out to applicants on the waiting list who are at that income level.

(2) The following categories are not counted towards the income targeting requirements:

- (a) Resident transfers
- (b) New admissions that includes the following:
  - Families "continuously assisted" in Public, Indian, Section 23 or Section 8 Housing Programs
  - Families physically displaced by rental rehabilitation
  - Non-purchasing tenants of certain homeownership programs
  - Tenants displaced from certain Section 221 and 236 projects
  - Low income families residing in certain HUD-owned projects (these families are eligible for a Certificate only)

**B. Assisted Living Facilities**

PHCD administers a Public Housing facility as an Assisted Living Facility (ALF) of zero (0) and one (1) bedroom units, which provides programs and services for low-income elderly families. ALFs are regulated by Chapter 429, Part I, Florida Statutes, and Florida Administrative Code 58A-5. Admission and continued occupancy of PHCD's ALFs are subject to the following requirements:



1. Applicants

- a) Public Housing Program's applicants that demonstrate interest in the ALF and qualify in accordance with the ALF Admission Criteria detailed in Section 2 below.
- b) ALF qualified applicants will be selected for zero (0) or one (1) bedroom units, in the ranking order obtained by an electronic random sorting of such list. The waiting list Management provisions contained in Section C of this Chapter, apply to ALFs' applicants.
- c) The ALF units are included in PHCD Elderly Designation Plan. Either the head, spouse, or co-head of the family must be elderly (62 years of age or older). Once the elderly population of the waiting list is exhausted, PHCD may select Near Elderly families (50 to 62 years of age) for admission into Elderly designated units.

2. ALF Admission Criteria

The eligible family members must:

- a) be Medicaid and Medicare eligible;
- b) agree to pay the cost of ALF services and rent not to exceed the family's monthly income. If the family members receive Optional State Supplement (OSS) income, the OSS check must be endorsed to the facility and a personal needs allowance (PNA) will be provided on a monthly basis;
- c) be able to perform the activities of daily living with supervision or assistance, if necessary;
- d) be at risk of being prematurely placed in a nursing home;
- e) not require 24-hour nursing supervision or mental healthcare;
- f) not be bedridden;
- g) not have a history of violent behavior that poses a risk to the health and safety of others; and
- h) be free from communicable disease. The term "communicable disease" does not include Acquired Immune Deficiency Syndrome (AIDS), human immunodeficiency virus or any other communicable diseases, which are considered a disability. People with said disabilities are afforded protection from discrimination under State, Federal, and local anti-discrimination Laws.

Notwithstanding the before-mentioned restrictions, PHCD will provide reasonable accommodations consistent with the procedures outlined in this ACOP.

3. Referrals to ALF

The ALF admission criteria may often cause limitations in filling ALF units, as there may not be sufficient qualified applicants in the waiting list. As such, referrals may be accepted, should the waiting list be exhausted of ALF qualified applicants.

4. Transfers to ALFs

Requests of transfers to the ALF of existing interested and qualified residents of Public Housing developments are subject to the provisions under Chapter V – Transfer Policy - of this ACOP and the ALF Admission Criteria detailed in subsection (2) above. Residents requesting transfers to an ALF will receive priority over applicants requesting to reside in an ALF.

5. ALF Discharge and Public Housing Assistance Termination

ALF residents may be discharged if they no longer meet the ALF criteria per Florida Statute, Chapter 429 and Florida Administrative Code 58A-5, or because they violate the terms of the ALF contract. Additionally, the resident may be recommended for termination of housing assistance for violation of the Public Housing Dwelling Lease.

**C. Interviews and Verification Process**

1. As applicants approach the top of the waiting list, they will be contacted by mail and scheduled for an eligibility interview to commence their screening. If required, the applicant may be contacted to update information. Applications will be withdrawn if an applicant fails to attend a scheduled interview. PHCD will make an exception for those people with a disability requiring a reasonable accommodation as described in PHCD's Reasonable Accommodation Policy and Procedures, Appendix IV of this ACOP.
2. The following items will be verified to determine qualification for admission to the Public Housing program prior to obtaining written consent authorizing a criminal background check:
  - Identity of each adult or emancipated minor household member
  - Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - Annual Income
  - Assets and Asset Income
  - Deductions from Income
  - Local preferences
  - Social security numbers of all family members
  - Applicant Screening Information
  - Citizenship or eligible immigration status
  - Current landlord references
  - Debts owed to a public housing authority and termination of assisted housing through HUD's Enterprise Income Verification (EIV) system
  - Housing assistance (avoiding double subsidy) by a public housing authority through HUD's Enterprise Income Verification (EIV) system
  - Public Records (eviction history)



3. The following item will be verified to complete the eligibility verification process after PHCD has first determined that the applicant and all other household members are legally eligible and qualified to rent under all other applicable requirements:

- Criminal Background check as detailed in Section E of this Chapter.

4. Enterprise Income Verification (EIV) At Time of Admission

PHCD will verify information of each household member through EIV for:

- a) Double Subsidy

If during the eligibility process, EIV shows that a family or any household member is receiving subsidy from another housing authority (i.e. shown as residing in another housing authority or program), the family or household member must show documentation of intent to vacate from the other housing authority or program before approval for admission. PHCD may provide up to 30 days for the family or household member to show proof of intent to vacate from the other housing or program.

Assistance will be denied if the applicant or participant does not provide proof that they have moved from another housing authority or program before the expiration of the 30 days. A 30-day extension to show intent to vacate or termination of tenancy documentation may be provided in extenuating circumstances and upon good cause (see Appendix I – Definitions of this ACOP).

- b) Debt Owed

If the EIV information shows that a family or household member was a former PHCD tenant, left a debt after moving from another housing authority or program, or was terminated for adverse reason(s), the family will be responsible for clearing the debt or termination information within 45 calendar days. Assistance will be denied if the family cannot or does not provide proof of debt cancellation or reversal of the termination prior to the expiration of the 45 calendar days.

PHCD will verify through EIV whether the applicant is receiving or will potentially receive a double subsidy, owes a debt to another housing authority or program, or whether a prior termination has not been cleared. The family has the right to dispute information obtained from EIV.

5. Applicants reporting zero (0) income will be asked to complete the *Monthly Family Expense* and *Income Contribution* forms to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. They will also be asked to provide the source of income for these expenses. The *Income Contribution* form is a certification signed by the person who provides the income contribution and must be notarized or witnessed by the PHCD representative upon identification of contributor.

## 6. Applicant Interview Process

Each eligibility interview appointment letter must include a list of all the documents required by PHCD at the interview and the *Personal Declaration* form, or any other approved form for the same purpose.

- a) To the greatest extent possible, eligibility interviews are conducted in privacy. Reasonable accommodations will be provided for people with disabilities who may require special services.
- b) Original documents such as birth certificates, social security numbers, pay stubs, and receipts will be reviewed, photocopied, and included in the applicant's file.
- c) During the applicant's interview, the eligibility interviewer will compare information received with past information stated on the application. If any discrepancy occurs, the applicant will be questioned and may be asked to submit additional documentation.
- d) Applicants failing to submit (1) required documents at the time of the interview or (2) being requested to provide additional documentation will be given a checklist of missing or needed documents to provide them within three (3) business days of the interview. Additional time may be provided if the applicant failed to submit documentation for good cause (see Appendix I – Definitions of this ACOP) or if approved by Director or designee.
- e) The applicant family must complete all applicable information spaces on the *Personal Declaration* form. Misrepresentation of income, family composition or any other information affecting eligibility and selection criteria will result in the family being declared ineligible. In the event fraud is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility requirements at the time.
- f) After PHCD has reviewed all information with the applicant at the time of eligibility interview, all adult family members (see definition in Appendix I of this ACOP), are required to sign the necessary forms such as the *Authorization to Release Information*, prior to conducting background checks.

## 7. Personal Declaration Form

The Personal Declaration is a personal statement of information required to evaluate the eligibility for selection of the applicant. Information required on the Personal Declaration form relates to the following:

- Household composition
- Local preferences (if applicable)
- Emergency contacts
- Previous landlord references
- Background references
- Care of unit
- Family income
- Family assets
- Child-care expenses



- Disability assistance expenses
- Medical expenses

8. Third Party Verifications

- a) PHCD will comply with the most recent HUD guidance on verification requirements. PHCD will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by HUD.

PHCD will follow the verification hierarchy described in PIH Notice 2010-19:

- **Level 6:** (Highest Ranking) Upfront Income Verification (UIV) using HUD's EIV System, which is mandatory for residents but not available for applicants;
  - **Level 5:** UIV using non-HUD system: (Optional);
  - **Level 4:** (High) Written Third-Party is mandatory to supplement EIV reported income and when EIV has no data available (required for applicants). Also mandatory if residents dispute EIV reported income and is unable to provide acceptable documentation. This does include documents issued by a third party and may be hand delivered by the applicant or resident;
  - **Level 3:** (Medium-Low) Form-generated Third-Party is mandatory if written third party verification documents are not available or rejected by PHCD and when the applicant or resident is unable to provide acceptable documentation;
  - **Level 2:** (Low) Oral Third Party Verification is Mandatory if written third party verification is not available; or
  - **Level 1:** (Lowest Ranking) When unable to obtain any type of third party verification, a self-certification of income from an applicant or resident will be accepted as a last resort.
- b) If Level 4 Written Verification is not available or acceptable, then Level 3 Written Verification will be requested. At least two (2) documented attempts must be made for written third party verification before obtaining oral (telephone or in-person) third party verifications. The file must document the attempts made to obtain third party verification.
- c) Level 2 oral verifications will be used when written verification is not obtained within ten (10) business days from the date that the written verification was mailed, faxed or e-mailed directly to the independent source. Documentation shall be placed in the applicant or resident file and on PHCD's computer system notes and shall indicate the name(s) of the person(s) who provided the information and date of the communication, as well as the name of the staff person who obtained the information.
- d) If oral third party verification cannot be obtained, PHCD must document in the file the reason(s) the third party verification was not available.

- e) Level 1 tenant certifications will only be used as a last resort when all other verifications are not possible. When PHCD relies on applicant/tenant certification (notarized statement, written statement witnessed by the PHCD representative or affidavit), the file must be documented as to the reason the third party verification was not available.
- f) In support of the applicant/tenant's declaration of income, PHCD may review original documents, authenticated copies, and/or electronic documents (unaltered) provided by the applicant or resident. All income related documents must be dated less than 60 days preceding the determination date (eligibility interview) and continues to be valid an additional 60 days following the request date. If income related documents expire, the applicant or resident will have to provide new documents. A photocopy will be placed in the file. Acceptable applicant or resident provided documents include:
- Consecutive and unaltered pay stubs;
  - Social Security Administration award letter;
  - Bank statements;
  - Pension benefit statements;
  - TANF award letter;
  - Other official and authentic documents from a Federal, State or local agency.
- g) Value of Assets: Each asset must be analyzed to obtain its net value (market/face value less redemption cost). When verifying the value of assets, for example, a bank account, use the current balance for savings account and at least one current bank statement indicating the average balance or two (2) consecutive bank statements in order to calculate average balance for checking accounts. PHCD will accept unaltered documents (bank statements) to verify assets from checking and savings accounts in lieu of obtaining written or oral third party verifications, if the balance is less than \$5,000.
- h) Income from Assets: Based on the total net value of family assets. When the total value of assets is \$5,000 or less, PHCD will use the actual amount of income from assets. If the only asset is an interest bearing bank account, the actual income from the asset is the amount of interest earned shown in the last bank statement. When the total value of assets is over \$5,000, use the greater of:
- The actual amount of income from assets, or
  - The imputed income from assets based on the Savings National Rate in effect at the time, which is calculated by multiplying the total assets by the passbook savings rate established by PHCD (PIH Notice 2012-29). The HUD form 50058 automatically calculates the passbook rate percentage value of the assets, compares it to the actual income, and picks the greater amount.
- i) If third party income verification is not otherwise available, a copy of the most recent federal income tax return shall be submitted, including any W-2 information, or at least two (2) consecutive pay stubs or earnings statements. As stated above, notarized statements, written statements witnessed by the PHCD representative or affidavits are the least desirable forms of verifications and shall be accepted only when all other types of verification attempts have failed.
- j) PHCD will conduct criminal background checks and sex offender registration checks on all household members (excluding juvenile records).



- k) If PHCD discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check, such shall result in removal from the waiting list, withdrawal of an offer, or termination of assistance.
- l) Prior to initial certification, applicants shall be informed that PHCD will subsequently verify the family's income information they have provided PHCD through HUD's Enterprise Income Verification (EIV) system. EIV is a computer matching program that compares the income provided by the resident against income information supplied by state agencies on wages, unemployment compensation, and Social Security benefits.
- m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition, income or rent would result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- n) Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court.
- o) Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:
  - (1) PHCD currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.
  - (2) As an alternate method, PHCD may annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.

#### **D. Ability to Comply with Financial Obligations and Lease Requirements**

1. Each applicant must confirm their ability and willingness to comply with the essential lease requirements. Applicant screening shall assess the conduct in present or prior housing of the applicant and other family members listed on the application.
2. In verifying the applicant's ability to meet financial obligations, especially rent (for subsidized housing), and to comply with the lease terms, PHCD may perform verifications with at least one prior landlord.
3. At the interview, applicants must provide current and prior addresses, as well as contact information for current and prior landlords.
4. An applicant's history of conduct and behavior must demonstrate that the applicant family can reasonably be expected to:
  - a) Not interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;

- b) Not adversely affect the physical environment or financial stability of the project; and
  - c) Comply with the terms and conditions of the lease.
5. PHCD may verify applicants' record of disturbance of neighbors, destruction of property or living and housekeeping habits at prior residences that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.
6. Payment of funds owed to PHCD or any other housing authority is part of the screening evaluation.
7. PHCD's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant and each family member with respect to:
- a) Past performance in meeting financial obligations, especially rent and utility bills. If the applicant had difficulty meeting financial obligations, PHCD may consider any mitigating circumstances for failing to meet these obligations.
  - b) Record of disturbing neighbors (sufficient to warrant a police call), destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
  - c) History of criminal activity on the part of any applicant family member involving crimes of physical violence to people or property, or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.
  - d) A record of eviction of any household member from subsidized housing or involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from end of participation.
  - e) An applicant's ability and willingness to comply with the terms of the Public Housing Conventional Dwelling Lease, including but not limited to the community service requirement.
  - f) Amounts owed to PHCD by current or former residents -PHCD's current or former residents admitted to other programs such as the Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation, Section 8 Moderate Rehabilitation Single Room Occupancy, Section 8 New Construction, Section 8 Substantial Rehabilitation, Shelter Plus Care, and Section 8 Project-Based programs managed by PHCD or to another housing authority must repay outstanding balances owed. In such cases, repayment agreements are not authorized under these circumstances.

#### **E. Denial of Assistance**

PHCD will use local and national databases to perform criminal background checks (not including juvenile records) and sex offender registration checks for applicants and additions to households who are 18 years of age and older. PHCD will conduct such checks on household members who are younger than 18 years only if they are being tried as adults for certain criminal offenses.



- A nationwide criminal background check and sex offender registration check will be performed. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov) (PIH Notice 2012-28).
- Prior to conducting any criminal and sex offender registration background checks, household members 18 years of age and older (including the live-in aide) must sign the consent form named *Authorizing Miami-Dade Public Housing to Obtain Criminal Background Records*. The custodial parent may sign the required form on behalf of a minor. PHCD will conduct criminal and sex offender checks on household members who are younger than 18 years only if they are being tried as adults for certain criminal offenses.

PHCD may deny assistance on the following grounds:

1. Eviction or Termination from Federally Assisted Housing

PHCD shall deny assistance if any household member has been evicted from subsidized housing or experienced involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from end of participation.

2. Failure to Meet Financial Obligations

Assistance may be denied for a period of five (5) years for failing financial obligations in subsidized housing (e.g., monies owed, paying rent and utilities) or in the following circumstances unless the family can provide proof of debt cancellation or reversal of the adverse termination within up to 45 calendar days of notice.

- a) If an applicant or any member of the applicant family currently owes rent or other amounts to PHCD or any other housing agency in connection with Section 8 or public housing assistance under the United States Housing Act and applicable federal regulations, or if any applicant who previously lived in public housing or an assisted unit vacated leaving an unpaid balance, then the applicant will not be offered assistance until the outstanding balance is paid in full.
- b) If the applicant or any member of the applicant family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- c) If the applicant or any member of the applicant family breaches an agreement with any housing agency to pay amounts owed to the housing agency, or amounts paid to an owner by the housing agency.

3. Abusive Behavior

If within five (5) years of eligibility determination an applicant or any member of the applicant family has engaged in physical or verbal abuse, or threatened abusive or violent behavior that may include the use, attempted use, or threatened use of physical force, toward PHCD personnel or any County personnel or official, then the application may be denied. Applicants denied housing due to abusive behavior must be reviewed and approved by the Director or designee.

#### 4. Criminal Activity

PHCD's goal is to assist ex-offenders in gaining access to one of the most fundamental building blocks of a stable life, a place to live. However, criminal background checks are performed at admission and annual re-examinations.

PHCD is committed to seek a balance between allowing ex-offenders to reunite with their families that live in public housing, and at the same time, ensuring the safety of all residents of its programs.

- a) PHCD may deny admission or terminate assistance when the screening process shows a conviction (see Appendix I. – Definitions) for engaging in criminal activity and history of inability to comply with the terms of previous leases, as verified by previous landlords or other entities. However, PHCD may consider mitigating circumstances.
- b) In its decision to deny or terminate assistance, and prior to sending the denial notice, PHCD shall conduct an individualized assessment considering the following:
  - the seriousness of the case, especially as it affects the health and safety of other residents;
  - the effect of denial or termination of assistance on other family members who were not involved in the action or failure to act;
  - the level of violence, if any, of the criminal activity for which the applicant or resident was convicted;
  - the length of time since the conviction;
  - the number of convictions that appears on the applicant or resident's criminal history;
  - the possibility of the applicant or resident being rendered homeless; and
  - the rehabilitation efforts taken by applicant or resident after conviction or released from prison.

PHCD, if it admits such a family to the program, may impose as a condition of assistance, the requirement that family members (other than the head of household) who participated in or were culpable for the action or failure to act will not be part of the applicant family or reside in the assisted unit, upon approval of PHCD or hearing officer or hearing panel.

- c) Applications shall be held pending final disposition for open cases. Upon a disposition from the court, PHCD shall either recommend denial or termination of assistance or take no action based on the outcome.
- d) Pursuant to PIH Notice 2015-19, an arrest is not evidence of criminal activity that can support an adverse admission, termination or eviction decision. As such, an arrest where the disposition of the criminal charges are voided, invalidated, rendered inoperative, dropped, nolle prossed, dismissed pursuant to successfully completion of a diversion or a deferral of judgment program, no action, or other resolution that does not involve an admission of guilt or where the applicant is found not guilty or acquitted, may not result in denied or terminated assistance.
- e) However, PHCD may deny or terminate assistance based on the conduct underlying arrests, only if the conduct indicates the individual is not suitable for tenancy. If the conduct causing the arrest indicates the individual is not suitable for tenancy, PHCD



may gather sufficient evidence to support an adverse admission, termination, or eviction decision.

- (1) The evidence may consist of the police report associated with the arrest and consider the reported circumstances of the arrest. PHCD may also consider any statements made by witnesses, not included in the police report and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.
- f) PHCD may permanently deny or terminate assistance for convictions related to the following:
- (1) Methamphetamine manufacturers on premises of federally assisted housing.
  - (2) Sex offenders subject to a lifetime registration under a state sex offender registration program. In searching for sex offenders, PHCD will perform background checks nationwide. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov) (PIH Notice 2012-28).
  - (3) Felonious violent criminal activities, including but not limited to murder, arson, aggravated felony battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program.
- g) For non-permanent criminal activities, PHCD shall consider criminal convictions of felonies within the last five (5) years and for misdemeanors within the last three (3) years, unless exempt by Miami-Dade County Ordinance 15-47 (see item h below). The lookback period starts from the date of conviction.
- h) PHCD may not deny or terminate housing due to misdemeanors considered civil violations according to County Ordinance 15-47, listed below:
- Litter
  - Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Bakery Containers
  - Trespass on Property Other than Structure or Conveyance Retail Theft by Removal of a Shopping Cart
  - Loitering or Prowling
  - Possession of Cannabis in an amount of 20 grams or less
  - Possession of Drug Paraphernalia
- i) After conducting an individualized assessment, PHCD may deny or terminate assistance, if the applicant or resident has been convicted for the following criminal activities:
- (1) Drug-related activities, including, but not limited to, eviction or termination from federally assisted housing due to drug activity. Drug-related activities mean illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
  - (2) Violent criminal activities which shall include any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force

substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.

(3) Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally assisted housing.

(4) Alcohol abuse or pattern of abuse, if PHCD has reasonable cause to believe that the person's abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

- i) In determining denial or termination of assistance related to drug or alcohol abuse, PHCD must take into consideration: Evidence of drug or alcohol rehabilitation, as indicated under Mitigating Circumstances below, and if the drug or alcohol abuse is related to a disability, as determined by PHCD's ADA Coordinator.
- j) PHCD shall not consider any additional restrictions for eligibility of housing assistance due to criminal activities not required by federal law, regulations, and this policy.

#### 5. Other Non-Criminal Activities

Assistance will be denied or terminated for a period of five (5) years for inability to comply with the lease terms (e.g., record of disturbance of neighbors, destruction of property, living and housekeeping habits) that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or development.

#### 6. Notification of Proposed Rejection

PHCD must notify the household of the proposed rejection, the reason for the denial of admission or termination, and provide an opportunity to dispute the accuracy and relevance of the record. If the denial is because of criminal background, PHCD must provide the household member with copy of the criminal records. Criminal records (not including juvenile records) for minors convicted as adults available to PHCD by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request. Refer to Chapter IX.A (1) – *Processing Removals*.

### F. Mitigating Circumstances for Applicants and Residents

- 1. Mitigating circumstances are facts relating to negative rental history or behavior, that, when verified, indicate that the reason for the unsuitable rental history or behavior is no longer in effect or is under control, justifying admission or continued occupancy. Mitigating circumstances would overcome or outweigh information gathered in the screening process.
- 2. The factors below will be taken into consideration when reviewing the conviction(s) for engaging in criminal activities. These factors are not the only allowable mitigating circumstances. The PHCD may consider other mitigating circumstances as appropriate. Providing documentation of mitigating circumstances as described below is the responsibility of the family. It is incumbent upon the family to provide documentation, evidence and any and all other third party proof at any time, including but not limited, to



the investigation interviews, appointments with the PHCD staff, at the time of the informal review or within the time limit set by the hearing officer to provide substantiating information challenging the recommendation to deny assistance.

a) Removal of Family Member

The applicant or resident may request removal of the offending family member from the family composition and the family member may not remain on the application nor reside in the Public Housing unit in order for the family to be assisted in the program.

If the offending family member(s) is not removed, then the entire family shall be recommended for denial of assistance from the Program. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance from the Program.

Depending on the seriousness of the offense, PHCD may consider to reinstate the removed offender family member, if they are able to establish that they have been rehabilitated (i.e., drug or alcohol rehabilitation program).

b) Non-Violent Charges Involving Firearms

Charges limited to the specific crime of illegal possession or unlawful display of firearm shall not constitute a violation.

c) Violation of Peaceful Enjoyment

The PHCD may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. Upon determination by the hearing officer or the PHCD may require a family to exclude a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.

d) Substance Abuse Rehabilitation

Upon determination by the hearing officer, hearing panel, or the PHCD, whether to recommend denial or termination of assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, may consider whether such household member was remanded by the court and is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the PHCD shall require the applicant or resident to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

e) Domestic Violence

Upon request, other documents may be submitted in lieu of the HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* form. See Chapter XIV– Domestic Violence and the Appendix of Definitions for additional details.

3. Examples of mitigating circumstances may include:
  - a) If the unit is not ready for move-in, the applicant or resident may refuse the unit and receive another housing offer based on availability;
  - b) Evidence of successful rehabilitation. The household member who engaged in criminal activity successfully completed a diversion or deferral of judgment program; or has successfully completed a supervised drug or alcohol rehabilitation program verified by PHCD;
  - c) Circumstances leading to the eviction or criminal activity no longer exist (for example, the criminal household member has died or is imprisoned);
  - d) Evidence of the family's participation in social service or other appropriate counseling service; or
  - e) Evidence of successful and sustained modification of previous disqualifying behavior.
4. Consideration of mitigating circumstances does not guarantee that the family will qualify for admission or continued occupancy. PHCD will consider such circumstances in light of:
  - a) the ability to provide documentation/evidence to verify the mitigating circumstances and prospects for improved future behavior;
  - b) the overall performance with respect to all the screening requirements; and
  - c) the nature and seriousness of the criminal activity, especially drug related and criminal activity that appears in the applicant's or resident's record.
5. If negative information is received about an applicant or resident, PHCD shall consider the time, nature, and extent of the conduct and factors that may indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
6. If the applicant or resident asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, PHCD shall evaluate the evidence and verify the mitigating circumstance. PHCD shall also have the right to request further information to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation (see PHCD's Reasonable Accommodation Policy and Procedures document under Appendix IV of this ACOP), which will be used by PHCD as the source document to process reasonable accommodation requests for people with disabilities.
7. Ineligibility due to an ongoing open criminal case cannot be appealed and an informal hearing will not be scheduled until final disposition (closure of the case), unless the household member with the criminal case is removed from the application.



## G. Occupancy Guidelines

Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

Number of Bedrooms	Minimum Persons per Unit	Maximum Persons per Unit
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

1. Occupancy standards are applied at the initial certification, annual reexamination, or during authorization for transfer. For occupancy standards an adult is a person 18 years or older.
2. The unit standard must be applied consistently for all families of like size and composition.
3. The dwelling unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons.
4. A one (1) person family shall be allocated a zero (0) or one (1) bedroom unit, and spousal/domestic partners shall be allocated a one (1) bedroom sized unit.
5. A one (1) person family who has been awarded with joint custody of a minor will be granted a one (1) bedroom unit.
6. PHCD will count a minor in the occupancy standard who is temporarily away from home because the minor has been placed in foster care, kinship care, or is away at school.
7. As shown in the above table, a maximum of two (2) persons per bedroom is the standard for the smallest unit a family may be offered, **except** in the following cases:
  - a) Children of opposite sex, over the age of six (6), may not be required to occupy the same bedroom or living/sleeping room;
  - b) A family that consists solely of a pregnant woman (with no other members) shall only be allocated a maximum of a one (1) bedroom unit.
  - c) A single head of household parent shall not be required to share a bedroom with a child over the age of six (6), although they may do so at the request of the family;
  - d) As a reasonable accommodation, an applicant or program participant family may be allowed a larger bedroom unit to accommodate a family member who requires certain medical equipment (i.e., hospital bed) or for other verifiable reasons. A live-

in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation. No additional bedrooms will be provided to accommodate the live-in aide's family members

**8. Actual Unit Size Offered**

- a) The largest unit size that a family may be offered would provide no more than one (1) bedroom per family member, taking into account family size and composition.
- b) If a family opts for a smaller unit size than designated and does not exceed the maximum amount of people per bedroom size (two (2) persons per bedroom) and local codes, the family will be required to sign a statement agreeing to occupy the smaller unit assigned. They may not request a transfer within two (2) years after admission, unless they have a change in family composition or because of a reasonable accommodation.

**H. Making Housing Offers to Eligible Applicants**

1. PHCD makes public housing unit offers throughout the County. Such an offer does not guarantee the availability of the unit.
2. To ensure equal opportunity and nondiscrimination on grounds of race, national or ethnic origin, color, sex, religion, age, disability, ancestry, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income, the following procedures will be used to make unit offers:
  - a) In the selection of a family for a UFAS unit or a unit with accessible features, PHCD will give preference to current residents and then to applicant families that include a person with disabilities who can benefit from the unit features.
  - b) Eligible applicants will receive a letter providing a housing offer; this housing offer must be accepted or refused within three (3) business days. The acceptance or refusal of the housing offer must be brought in person to the Applicant Leasing Center.

**I. Showing Units to Applicants Prior to Leasing**

1. Upon receipt of a housing offer letter, an applicant can contact the AMP administrator or designee to schedule an appointment to view the offered unit.
2. The applicant must accept or refuse the offered unit after it has being shown and must notify the Applicant Leasing Center (ALC).
3. If the applicant accepts the offered unit, ALC will complete the process of eligibility screening and forward documentation to the AMP Administrator or designee. Once the AMP Administrator or designee receives the documentation from ALC, the AMP administrator or designee will execute a lease with the applicant. If the applicant refuses the unit, the applicant must provide a signed statement explaining the reason for the refusal. ALC is then responsible for making the "good cause" determination (see Section J below).



## J. Good Cause for Applicant Refusal of Unit Offer

If an applicant or resident does not accept the unit and presents clear evidence that acceptance of the offer of a suitable vacancy will result in undue hardship (see examples below) not related to federal, state, and local antidiscrimination laws regarding fair housing, the applicant will be entitled to another offer.

1. Examples of good cause for refusal of an offer of housing are:
  - a) The unit being offered to the applicant family is not ready for occupancy.
  - b) Hardship in retaining employment or attending specialty education, job training, or educational program for children with disabilities due to a lack of transportation, so that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of an educational program for children with disabilities.
  - c) The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
  - d) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.
  - e) The unit is inappropriate for the applicant's disability, or the family does not need the accessible features in the unit offered and does not want to be subject to the 30-day notice to move.
  - f) An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.
2. If good cause is verified, the refusal of the offer shall not require the applicant to be removed from the waiting list or otherwise affect the family's position on the waiting list. The applicant will receive another housing offer upon unit availability.

## K. Recordkeeping Requirements for Applicants

In accordance to State of Florida records retention schedule, PHCD will maintain records of the eligibility screening results and circumstances of each dwelling unit offered to an applicant, including the location of the unit, the offer date, and whether the offer was rejected or accepted. The resident's application for admission will be kept in the resident's file. PHCD may maintain records electronically.

1. Criminal records obtained by PHCD must be:
  - a) Maintained confidentially;
  - b) Not misused or improperly disseminated; and

- c) Destroyed, once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action.
2. Criminal penalty: The improper release of criminal records may result in conviction for a misdemeanor and imposition of a penalty of not more than \$5,000. Criminal penalty may be assessed to:
- a) Any person, including an officer, employee, or authorized representative of PHCD or of any project owner, who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of, covered housing assistance under the authority of this section under false pretenses; or
  - b) Any person, including an officer, employee, or authorized representative of any PHA or a project owner, who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.
3. Civil Liability: In addition to criminal penalties, PHCD may be held civilly liable to any applicant or tenant affected by either of the following:
- a) A negligent or knowing disclosure of criminal records information obtained under the authority of this section about such person by an officer, employee, or authorized representative of PHCD, if the disclosure is not authorized by HUD's regulations; or
  - b) Any other negligent or knowing action that is inconsistent with HUD's regulations.



## **IV. Leasing Policies**

### **A. General Leasing Policy**

1. All units must be occupied pursuant to the PHCD-approved dwelling lease that complies with HUD's regulations.
2. Prior to admission, the lease shall be signed by the head of household, spouse, domestic partner, co-head, and all other adult members of the household and by the AMP administrator or other authorized representative of PHCD.
3. If a resident transfers from one PHCD unit to another, a new lease must be executed by the head of household and adult family members for the new dwelling unit.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - a) A new lease agreement will be executed, or
  - b) A Notice of Rent Adjustment will be executed, or
  - c) An appropriate rider will be prepared and made a part of the existing lease.
5. All copies of such riders or insertions are to be dated and signed by the resident and by the AMP administrator or other authorized representative of PHCD.
6. Residents must advise PHCD if they will be absent from the unit for more than seven (7) consecutive days. Residents shall notify the AMP administrator or designee in writing, secure the unit, and provide a means for PHCD to contact them in an emergency. Failure to comply is grounds for termination of the lease. See section below for maximum number of days visitors can stay in the unit.

### **B. Changes in the Household and Visitors**

1. Only those people listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit:
  - a) Any family seeking to add a new member to the household composition must notify the AMP Administrator. The family must obtain written approval before the new member moves in, except for natural births to a family member or when a family member adopts or receives custody of children by the courts or other operations of law. (Family members being added to the family composition must meet the criteria under Chapter II, Section B, and the definition of Family under Appendix I of this ACOP);
  - b) When a resident requests approval to add a new person to the lease, PHCD will conduct pre-admission screening, including criminal background (excluding juvenile records), eligible immigration status, and sex offender registration checks, of any proposed new member 18 years of age and over, to determine whether the PHCD will grant such approval. PHCD will conduct such checks on

household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. Minor children for whom juvenile justice records are not made available or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident needs prior approval from PHCD to add children other than those born to, adopted by, or awarded by the court to the family;

- c) All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence. In cases of joint custody, where the families have 50-50 custody, the child shall live with both families as required by the court; however, the families must decide amongst themselves, and notify PHCD, as to under which family lease the child shall be listed for reporting purposes.
2. Examples of situations where the addition of a family or household member is subject to pre-admission screening are:
    - a) Residents requesting to add their spouse, domestic partner, or a new family member to the lease;
    - b) Residents requesting to add a household member (e.g. live-in aide, foster adult, or take in a foster child(ren));
    - c) A unit is occupied by a remaining family member(s) under age 18, who is not an emancipated minor, and an adult, not a part of the original household, requests permission to take over as the head of the household.
  3. Visitors may be permitted in a dwelling unit so long as they have no previous history of unacceptable or negative behavior on PHCD premises that would be a lease violation.
    - a) Visits of more than 14 days per year, whether consecutive or not, are not permitted, unless the resident obtains the advance written consent of the Asset Management Director or designee.
    - b) Visitors remaining beyond 14 days shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
    - c) Only the persons listed in Article III of the lease are authorized to use the unit's address in their driver's license, identification card, or as their mailing address (24 CFR §966.4 (f)(3)).
  4. Unauthorized occupants, boarders, roomers and lodgers shall not be permitted to move in with any family (24 CFR §966.4 (f) (2)). Violation of this provision is ground for termination of the lease.
  5. Residents will not permit a former resident of PHCD who has been terminated to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease. If the resident requests that the former resident be allowed to return, PHCD may consider this request based on mitigating circumstances.



6. Removals from the Family Composition

a) Residents (continuous assistance):

- (1) Any adult family member, including the head of household, requesting to be removed from the family composition must provide a notarized statement or a written statement witnessed by a PHCD representative agreeing to the removal, signed by the adult family member being removed upon identification and the head of household.
- (2) The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. PHCD may request additional documentation to verify the permanent relocation of the family member requesting removal.
- (3) If the adult family member is unable to provide the notarized statement agreeing to removal from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and the supporting documentation (e.g. death certificate, jail order).
- (4) For removal of minors, the head of household must provide a signed notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old), showing the new address.
- (5) As an alternative to the notarized statement, a written statement may be provided, which must be signed by the adult family member being removed upon identification, the head of household, and witnessed by the PHCD representative.
- (6) Notwithstanding the foregoing, a notarized statement will not be required of an adult family member who has violated the terms of this ACOP, the Lease, and Community Policies and as a result must be removed from the household in lieu of evicting all members of the household. Examples include a member of the household who has engaged in domestic violence, dating violence or stalking.

b) Unauthorized Occupants/Boarders:

- (1) Only authorized residents are permitted to use the unit as their private dwelling and shall not use it for any other purpose (24 CFR § 966.4 (f)(2) and (3)).

- (2) In cases where PHCD obtains sufficient evidence of unauthorized occupants/boarders (see Appendix I- Definitions) or users of the subsidized unit's address (e.g. in their driver's license, identification card or as a mailing address), if the finding is denied by the head of household, then the head of household will be required to provide a written statement accompanied by two (2) pieces of supporting documentation from different sources showing the residential address of the unauthorized occupant/boarder or user.
  - (3) Supporting documentation to prove another residency may include a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing another address. The unauthorized person's driver's license or identification card may not be used as valid proof of residential address.
7. Family members over the age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.
    - a) The resident shall report the move-out within ten (10) calendar days of its occurrence.
    - b) Emancipated minors may not be readmitted to the unit and must apply as new applicant households for placement on the waiting list.
  8. Residents who fail to notify PHCD of additions to the household, or who permit people to join the household without undergoing screening, are in violation of the lease. People added without PHCD approval will be considered unauthorized occupants and the entire household will be subject to eviction.

### **C. Requirements for Posting Policies, Rules and Regulations at Housing Developments**

The following documents shall be available in the waiting area of every housing development management office, and/or posted on a large bulletin board:

- Admission and Continued Occupancy Policies (ACOP)
- Tenant Selection and Assignment Plan (included in ACOP)
- Directory of all housing developments including names, perimeter streets, number of units by bedroom size, number of units specifically designed for the elderly, addresses of management offices and office hours
- Income limits
- Utility allowances
- Dwelling Lease form
- Community Policies
- Current schedule of routine maintenance and other charges (included in Community Policies)
- Grievance Procedures (included in ACOP and Community Policies)
- Fair Housing poster
- "Equal Opportunity in Employment is the Law" poster
- Resident oriented notices
- Emergency telephone numbers for after hours and weekends
- Reasonable Accommodation Policies and Procedures document
- PHA Plan



#### **D. Repayment Agreement of Amounts Owed to PHCD by Current Residents**

If it is in the best interest of the County, PHCD has the discretion to enter into repayment agreements with residents for amounts owed to PHCD. If the resident intentionally incurred debt (i.e. rent back charge due to unreported income), the repayment agreement may be considered only under special circumstances upon approval of Division Director or designee. All repayment agreements must comply with the following requirements:

1. Standards for Repayment: If a repayment agreement is offered to a resident in lieu of full payment, it will be in writing and will be within the following guidelines:
  - a) An initial payment of at least 50% must be paid at time of signing the repayment agreement by money order or cashier's check.
  - b) The remaining balance is to be paid a maximum of 12 consecutive monthly payments starting 30 days from the date the initial payment is made.
2. Exceptions:
  - a) Any terms allowing more time for repayment or for a lower initial payment must be approved by division director or designee.
  - b) Strict adherence to the terms of the repayment agreement by the participant is necessary; otherwise, benefits may be terminated in accordance with this ACOP.
  - c) If the resident has not met the conditions of a repayment agreement within the last two years, the resident shall not be provided with another repayment agreement, unless approved by the director or designee.

PHCD's residents admitted to other programs such as the Section 8 Housing Choice Voucher, Section 8 Moderate Rehabilitation, Section 8 Moderate Rehabilitation Single Room Occupancy, Section 8 New Construction, Section 8 Substantial Rehabilitation, Shelter Plus Care, and Section 8 Project-Based programs managed by PHCD or to another housing authority must repay outstanding balances owed. In such cases, repayment agreements are not authorized.

## **V. Transfer Policy**

### **A. General Transfer Policy**

PHCD may encounter situations where it is necessary to transfer a resident to another unit. A transfer between public housing developments is not considered a move-out.

1. Transfers will be made without regard to race, color, national or ethnic origin, sex, religion, age, marital status, familial status, status as a victim of domestic violence, dating violence or stalking, ancestry, disability, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.
2. Under certain circumstances, residents may be transferred to accommodate a disability.
3. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship or other undesirable conditions, as determined by the division director or designee.
4. Whenever feasible, transfers will be made within the resident's development or the resident's area.
5. If a family, at admission, chooses to accept a smaller unit size than would normally be assigned under the Occupancy Guideline's largest unit size, the family will be eligible for a transfer two (2) years after admission, unless they have a change in family size or composition.
6. Residents must be in good standing.
7. Residents have the right to request a hearing (refer to PHCD Grievance Policy, (Chapter IX of this ACOP) if they are refused the right to transfer.
8. Resident's transfer requests will not be granted during the first year of tenancy, unless approved as a reasonable accommodation or accepts a unit in the Assisted Living Facility.

### **B. Types of Transfers:**

#### **1. Management Initiated Transfers**

- a) **Emergency Transfers:** These transfers are required when conditions pose an immediate threat to life, health or safety of a family or one of its members. Such situations may involve, but are not limited to, unit or building defects or law enforcement concerns, including special circumstances such as domestic violence cases, hate crimes, violence or victimization, and witness protection program, or other circumstances which may warrant a transfer.
  - Emergency transfers shall take priority over new admissions.
  - Transfers for special circumstances shall be documented (i.e. police reports, support letters from law enforcement, restraining orders, etc.) and shall be required for the immediate safety and welfare of the family. A special



circumstance transfer shall be given the next available vacancy that is not in the same project. The resident may advise management of the need of an emergency transfer by providing required documentation.

- b) Extraordinary Circumstances: PHCD, at its sole discretion, may offer a transfer to families due to hardship in retaining employment or in attending specialty education due to a lack of transportation.
- c) Occupancy Standards Transfers: These transfers are necessary to correct under housed or over housed conditions and must be recommended by the AMP administrator or designee upon annual or interim re-examinations, as required by changes in the family composition, in accordance with the Occupancy Guidelines found in Chapter III.

These transfers shall take priority over new admissions and are limited to be made when:

- The under housed (overcrowded) condition is such that the household members over the age of six (6) equal more than two (2) persons per bedroom.
- The over housed condition is such that the family size includes fewer people than the number of bedrooms in the unit.

## 2. Resident Initiated Transfers

- a) Reasonable Accommodation: Under certain circumstances, a resident's transfer request may be granted to accommodate a disability. The Reasonable Accommodation Policies and Procedures, Appendix IV of this ACOP, includes the request and verification forms required for this type of transfer.
  - (1) All Reasonable Accommodation transfers shall take priority over new admissions.
  - (2) Prior to this type of transfer, every effort shall be made to accommodate the needs of disabled residents, including but not limited to, making necessary modifications to the existing unit and providing other alternative forms of reasonable accommodation as detailed in the Reasonable Accommodation Policies.

## 3. Assisted Living Facility (ALF) Transfers

- a) These are transfers of interested and qualified residents of Public Housing developments to an ALF, either recommended by the AMP administrator or designee or requested by the resident.
- b) Transfers to ALFs shall take priority over new admissions to ALFs.
- c) Residents requesting ALF transfers must qualify according to the ALF Admission Criteria stated in Chapter III, Section F, and are subject to the ranking established in Chapter II of this ACOP.

### C. Good Standing Requirement for Transfers

1. Residents will be considered for transfers if the head of household and any other family members:
  - a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
  - b) do not owe back rent or other charges, or evidence a pattern of late payment;
  - c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - d) able to connect utilities in the name of an adult family member (applicable only to properties with tenant-paid utilities).

Requests for exceptions to these requirements based on disability will be considered by PHCD's 504/ADA Coordinator on a case-by-case basis.

2. Unless there is a determination of an exception, the following policy applies to transfers:
  - a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, the back rent is paid in full.
  - b) A resident with housekeeping standards violations will not be transferred until they pass a follow-up housekeeping inspection.
  - c) The resident must be in good standing and in compliance with the Lease and Community Policies.

### D. Processing Transfers

1. All transfers must be approved by the division director or designee, before the Applicant Leasing Center (ALC) admits them into the transfer waiting list.
2. Transfers to provide reasonable accommodation recommended for denial by the division director or designee must be reviewed by the 504/ADA Coordinator in accordance with PHCD's Reasonable Accommodation Policies and Procedures document (Appendix IV of this ACOP).
3. Transfers will be made in the following order of priority:
  - 1st. Emergency
  - 2nd. Reasonable Accommodation
  - 3rd. Extraordinary Circumstances
  - 4th. Occupancy Standards
4. Transfers to Uniform Federal Accessibility Standard (UFAS) Units
  - a) Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS -Accessible Units, or units with accessible features (as defined in



Appendix I of this ACOP), will be centrally coordinated through the 504/ADA Coordinator's Office with the assistance of PHCD.

- b) When an accessible unit becomes available, the unit will first be offered to a current resident with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features.
  - c) If there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to a resident with disabilities residing in another development that requires the accessibility features of the unit.
  - d) If there is no current resident who requires the accessibility features of the vacant, accessible unit, then the unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the unit.
  - e) If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 CFR § 8.27. PHCD's *Conventional Public Housing Dwelling Lease* requires residents to relocate to a vacant, non-accessible unit within 30 days of notice by PHCD if there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit.
5. When a head of a household, originally housed in a bedroom alone, has adopted or has plans to adopt a child, the family will not be approved for a transfer until the child is six (6) years of age. Exceptions: spouse, co-head, or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of people now in the household.
  6. Split-family transfers are not permitted. Separation of households will be processed as follows:
    - a) Resident-Initiated Separation of Households: Families that decide to separate because of divorce or inability to live under the same roof must identify the family member(s) who are willing to establish a new household. Such person may submit an application to be placed on the waiting list during open registration periods. The household member(s) who will be leaving the unit must do so within 30 days of notification by PHCD. The remaining family member(s) may also be required to transfer to a smaller unit if the unit becomes under-occupied after one household moves out and there exist families on the waiting list for that size unit. Whenever a family cannot agree on which family member(s) shall remain in the unit, PHCD will rely on other forms of documentation, i.e. in cases of divorce case PHCD will rely on the court decree, if available.
    - b) If upon reexamination, PHCD finds that a family composition has grown beyond the maximum bedroom size unit available in PHCD, whether the family was transferred or not to the maximum sized bedroom unit, the family must identify member(s) who are willing to establish a new household. Such party may submit an application for housing assistance during the open registration period. The household member(s)

who are leaving the unit must do so within 30 days of notification by PHCD. The remaining family members may also be required to transfer to a smaller unit if the unit becomes under-occupied after one (1) household moves out and there exist families on the waiting list for that size unit.

- c) PHCD may transfer a family to a larger unit in order to accommodate the addition of family members by birth. However, in order to maximize the use of scarce affordable housing and in consideration of applicants on the waiting list, transfers of families to separate units are not allowed.
7. The AMP administrator or designee must provide residents who wish to initiate a Reasonable Accommodation transfer with the necessary forms, which include the *Authorization to Release Information*, *Reasonable Accommodation Request*, and *Reasonable Accommodation Verification*, in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP).
8. When a resident is allowed to transfer, the resident's name is placed on the transfer waiting list and will be given written notice to this effect.
9. All exceptions and consideration of mitigating circumstances must be approved by the PHCD Director or designee.
10. Residents will bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health or other factors, the AMP administrator or designee may recommend that families be reimbursed for out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by PHCD. Residents who seek reimbursement must provide proof of their out-of-pocket expenses to PHCD, i.e. receipts. The division director or designee must approve the expense.
11. Costs associated with transfers that are mandated by PHCD (except occupancy standards) and transfers for reasonable accommodation will be paid in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP).

#### **E. Administrative Requirements for Transfer Offer**

1. A family who has been approved for a transfer will receive a letter providing a housing offer that they must accept or refuse within three (3) business days.
2. The acceptance or refusal of the housing offer must be hand-delivered to the Applicant Leasing Center (ALC). If the family rejects the offer, a second offer can be made only for good cause (see Chapter III). If the resident fails to respond, they will be removed from the transfer list and notified in writing.
3. Upon signing the new lease, the resident is required to move within 15 calendar days, or may face eviction proceedings in accordance to PHCD's lease.

#### **F. Relocation of Residents**

1. Temporary Relocation: Residents who are required to temporarily relocate to permit rehabilitation of their units must be provided with:



- a) A written notice of the dates and duration of the temporary relocation at least 30 days prior to the relocation taking place;
- b) Information on alternative housing available; and
- c) Reimbursement for all reasonable out-of pocket expenses, including the cost of moving to and from the temporary housing and any increase in monthly rent/utilities costs, upon presentation of acceptable receipts.

Refer to the Public Housing Policies and Procedures Manual, *Relocation of Residents Due to Modernization* for detailed procedures.

2. Permanent Relocation: Residents living in public housing units that are dilapidated, unsafe, and/or in substantial disrepair as determined by PHCD for which there are no immediate reconstruction plans, may be relocated to comparable vacant public housing units of their choice, and based on availability. The impacted residents will not be considered part of the public housing transfer waiting list and will be provided with:
- a) Applicable meeting(s) to inform of available or potentially available alternative housing which may include new acquisition(s) of public housing units.
  - b) Written Information on alternative housing which may include new acquisition(s) of public housing units that may be under HUD-approval process.
  - c) Written notice of the date of relocation and other requirements in accordance with the Uniform Relocation Act (URA), if applicable.
  - d) Reimbursement of reasonable out-of pocket expenses, including moving expenses, upon presentation of acceptable receipts.
  - e) At the director's discretion, residents may return to the area at a new development.
  - f) After all affected residents have been permanently relocated, any remaining vacant units in a new acquisition development may be filled from the transfer list or waiting list.

## **VI. Eligibility for Continued Occupancy and Annual Reexaminations**

### **A. Eligibility for Continued Occupancy**

Residents who meet the following criteria will be eligible for continued occupancy.

1. Qualify as a "Family" as defined in Appendix I of this ACOP.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members of all ages, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who are in compliance with PHCD's eight (8) hour per month community service requirements (applicable to public housing developments).
6. Family's annual income does not exceed HUD's low-income limit for the family size according to parameters established by PHCD.

Residents not in compliance with these criteria are subject to lease termination and eviction.

### **B. Remaining Family Members**

1. To be considered the remaining member of a family, any person(s) remaining must meet all eligibility requirements.
2. Remaining family members age 18 years or older will be held responsible for any overdue amount incurred by the former head, co-head, or spouse. PHCD will not hold remaining family members (other than the head, co-head, or spouse) responsible for any portion of the overdue amount incurred before the remaining member attained age 18.
3. Remaining family members under age 18 shall not be held responsible for the overdue rent incurred by the former head of household.
4. A live-in aide or foster child/adult, by definition, is not a member of the family and will not be qualified for continued occupancy as a remaining family member.
5. In order for (a) minor child(ren) to continue receiving assistance as (a) remaining member(s), one of the following must occur:
  - a) The court has awarded emancipated minor status to the minor;
  - b) PHCD has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren);



- c) PHCD may allow for another adult to be a temporary head of household until such time as legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18; or
- d) A certification will be conducted and appropriate changes to the bedroom size may be made at that time.

### C. Reexamination

Due to PHCD's large portfolio of public housing units, the reexamination schedule is determined by where the resident lives, rather than by the move-in anniversary date. After the initial move-in certification, some residents may be re-certified within the first year of tenancy due to the reexamination schedule established for the building where they live. In order to have the information available to adjust the rent, the initial request for re-examination will be started at least 120 days before the scheduled effective re-examination date.

1. Annual Reexamination: PHCD shall, at least once a year, re-examine the family composition (including the eligibility of the live-in aide, if applicable) and incomes of all resident families. Families paying Flat Rent shall have their incomes reexamined every three (3) years, but shall still be subject to annual reexamination of the family composition and the community service requirement. Criminal background checks may be included as part of the reexamination.
2. Special Reexamination: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made.
3. Interim reexamination shall be conducted when:
  - a) There is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder;
  - b) There is a change in the family composition;
  - c) At the family's request, if family income increases or decreases, it may be processed as per requirements listed under Chapter VII;
  - d) The family qualifies for an earned income disallowance and the 100% income disallowance period begins;
  - e) The rent is to be adjusted because the family is entering the 50% earned income disallowance period;
  - f) The rent is to be adjusted because the 50% earned income disallowance period ends (refer to Chapter XII, Section G of this ACOP);
  - g) A family that was previously zero income reports new income, regardless of amount;
  - h) An FSS participant whose income increase may be beneficial for increasing their escrow account, regardless of amount; or

- i) A family has an increase in income of \$200 monthly or more.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Monetary or non-monetary contributions from people not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. Families claiming zero (0) income must complete the Monthly Expense Report listing their monthly expenses and the source of funds to pay for those expenses.

Families claiming income from contribution must provide a notarized *Income from Contribution* form signed by the person providing the contribution or the *Contribution* form may be witnessed by the PHCD representative, upon identification of contributor.

#### 5. Over-Income Families

- a) Families with an annual (gross) income exceeding the very-low income limit (80% of area median income) by a minimum of \$5,000 for over 12 consecutive months as of the last reexamination will be notified in writing that the family is ineligible for housing under the Public Housing Program and must find alternative housing within 150 days, unless they meet one of the following conditions:
  - Under a valid contract for participation in a Family Self-Sufficiency Program
  - Receiving earned income disallowance
- b) If within 150 days, the family does not report a decrease in income placing them under the very low income limit, or does not find alternative housing, PHCD will issue a 30-Day Notice of Lease Termination.

### D. Reexamination Procedures

1. At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy, the community service certification, if applicable, and other forms required by HUD and PHCD. If an adult family member is temporarily away from the household and not available to sign the forms at the time of the reexamination, their status must be verified and they must sign and notarize the required documents within 30 days. Additionally, the live-in aide and head of household must sign the Live-in Aide Certification form, if applicable.
2. Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's file.
3. Verified information will be analyzed and a determination made with respect to:
  - a) Eligibility of the resident as a family or as the remaining member of a family;
  - b) Eligibility of the live-in aide, if applicable;
  - c) Unit size required for the family (per Chapter III);
  - d) Rent the family should pay;



- e) Compliance with the Community Service Requirements (Public Housing residents only);
4. PHCD will access criminal justice records, including sex offender registration checks, (excluding juvenile records) of all adult members with the purpose of determining continued assistance under the program, at regular reexamination and at any other time PHCD deems it necessary. PHCD will conduct such checks on all members who are younger than 18 years if they are being tried as adults for certain criminal offenses.
5. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
6. Income shall be computed in accordance with the definitions and procedures set forth in federal regulations and this ACOP.
7. Families failing to respond to the initial annual reexamination appointment will be issued a second and final reexamination appointment. Failure to respond to the final request will result in the family being issued a notice of lease violation.
8. Reexamination procedures also apply in the event residents are under the eviction or termination process. The reexamination is not an offer of extension of the lease agreement and does not constitute a waiver of such eviction or termination proceeding.
9. Failure to Comply in Timely Manner or Non-Compliance.
  - a) A family's failure to comply with reexamination requirements in providing all required documentation and signatures on forms is grounds for termination of assistance.
  - b) If it is found that the resident failed to timely report any changes in income or family composition or provided inaccurate, or incomplete information:
    - The rent adjustment will be made retroactive as of date the change occurred; and
    - The resident will reimburse PHCD for the difference in rent.

#### **E. Enterprise Income Verification and Third Party Verification**

1. The PHCD will utilize HUD's online "Upfront Income Verification" UIV methods and "Enterprise Income Verification" (EIV) system to the greatest extent feasible to verify employment, income and other eligibility information for all applicants and residents. Accurate determination of income eligibility, allowances, and family rent can occur only after all factors related to income and family circumstances are verified. PHCD will comply with the most recent HUD guidance on verification requirements. PHCD will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by HUD.
2. PHCD will follow the verification hierarchy described in PIH Notice 2010-19:
  - **Level 6:** (Highest Ranking) Upfront Income Verification (UIV) using HUD's EIV System, which is mandatory for residents but not available for applicants;

- **Level 5:** UIV using non-HUD system: (Optional);
- **Level 4:** (High) Written Third-Party is mandatory to supplement EIV reported income and when EIV has no data available (required for applicants). Also mandatory if residents dispute EIV reported income and is unable to provide acceptable documentation. This does include documents issued by a third party and may be hand delivered by the applicant or resident;
- **Level 3:** (Medium-Low) Form-generated Third-Party is mandatory if written third party verification documents are not available or rejected by PHCD and when the applicant or resident is unable to provide acceptable documentation;
- **Level 2:** (Low) Oral Third Party Verification is Mandatory if written third party verification is not available;
- **Level 1:** (Lowest Ranking) When unable to obtain any type of third party verification, a self-certification of income from an applicant or resident will be accepted as a last resort.

Pursuant to the January 27, 2009 Refinement of Income and Rent Determination final rule, PHCD must use HUD's Enterprise Income Verification (EIV) as a third party source to verify tenant employment and income information during mandatory reexamination or reexamination of family composition and income.

3. **Double Subsidy:** If during tenancy, or at any time after admission, the EIV system shows that a family or any household member is receiving assistance from (or is residing in) another housing authority or program, the family or household member must provide proof of termination of tenancy from the other housing agency or program for continuation of assistance. PHCD may provide up to 30 days for the family or household member to provide proof of termination. If after the 30 days, the participant does not provide proof of termination, the family or household member must be terminated from PHCD tenancy.
4. If the EIV information matches income provided by the resident, or if it is not substantially different, then third party verification is not necessary. Currently, a substantial difference requiring third party verification is defined as being greater than \$200 per month (\$2,400 per year), unless amended by PHCD.
5. If the EIV system is not available or if the information is substantially different to the resident-provided information, then written verification from third parties is the next most desirable form of verification.
  - The EIV information cannot be accessed unless a current (unexpired) Authorization to Release Information (HUD Form 9886) is on file. HUD form 9886 also authorizes disclosure of information for routine uses such as to Federal, State, and local agencies for law enforcement purposes, employment suitability, and for the purpose of determining housing assistance. This form must be signed by all adult family members and expires 15 months after it is signed.
  - Tenants have the right to dispute information obtained through EIV; however, such information will only be provided to the tenant if requested. Tenant income



information derived from the EIV system is confidential and cannot be released to outside parties or unauthorized staff. This information is exempt from the Florida Sunshine Law and is required by HUD to be kept private under penalty of Federal law. Any EIV derived information is required to be kept guarded under lock and key and must be shredded and destroyed when no longer needed. Copies are not to be kept in tenant files to avoid risking the release of such information to anyone other than the client and authorized PHCD staff. Unauthorized disclosure or inspection of EIV data can result in a felony conviction punishable by a fine up to \$5,000 and/or five (5) years imprisonment, as well as civil penalties. (Privacy Act of 1974 as amended, 5 U.S.C § 552(a)).

6. In cases where EIV income data is substantially different than tenant-reported income, PHCD will utilize the following guidelines:
  - a) Request written third party verification from the income source in question. For EIV Social Security Administration (SSA) benefit discrepancies, PHCD shall require the tenant to obtain a current unaltered SSA benefit letter within ten (10) business days of the interview date.
  - b) Review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when PHCD cannot readily anticipate income, such as unstable working hours, and suspected fraud. For calculating income in cases of seasonal employment (i.e. school board employees, teachers, etc.), see Chapter II, Section G or Chapter XII, Section A.
  - c) Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
  - d) Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
7. PHCD may recommend terminating assistance for fraud as opposed to tenant error (see definition in Appendix I of this ACOP). Fraud includes but is not limited to forgery and pattern of unreported or under reported income. In verified differences of \$10,000 or more and when fraud has occurred, upon director of designee's approval, PHCD may refer the case to OIG or any other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing, prior to commencement of the eviction process.
8. In verified instances of greater than \$200 per month (\$2,400 per year), PHCD will require payment in full or may allow the family to enter into a repayment agreement for the balance owed using the standards listed under Chapter IV or require payment in full. Should the family refuse to enter in a repayment agreement or to fulfill its obligations under its repayment agreement, PHCD shall recommend termination of assistance. This will start the eviction process and PHCD will refer the case to OIG or other law enforcement organization with jurisdiction to investigate and prosecute fraud in assisted housing.

#### **F. Action Following Reexamination**

1. If there is any change in rent, a Notice of Rent Adjustment it will be sent to the resident notifying the amount and the effective date of the new rent. If there is a change in the

family composition, a lease addendum is executed by the head of household and the new family members.

2. If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described on Chapter V of this ACOP and moved to an appropriate unit when one becomes available, subject to the requirements stipulated in the transfer policy section and approved by the division director or designee, where required.

### **G. Risk Assessment**

PHCD may refer at risk residents for an individualized risk assessment to identify and address resident needs in cases where tenancy would constitute a direct threat to the health or safety of the resident and/or other individuals, or result in substantial physical damage to the property. The individualized risk assessment will rely on objective evidence (e.g. current record, or a recent history of facts).

By identifying issues and targeting resident needs and related risks to the resident, community, property, safety or security, PHCD will reduce the propensity of criminal activity, violent or destructive behavior, housekeeping and living safety issues, potential fire hazard issues, unsafe living conditions, individual and communal disturbances, self-neglect, damage to living areas, crisis/emergency incidents, medical emergencies and/or public risk concerns. This individualized risk assessment will focus on areas in which a housing property may be able to help residents better manage their needs and maintain their ability to live safely in their unit and community. As such, reasonable accommodations will be discussed with residents as an option, if applicable.

By identifying critical issues through an individualized risk assessment, PHCD can accommodate and support residency through a better targeted array of services designed to support residents' self-determination which ultimately:

1. Enhance the ability of residents to uphold their lease obligations, taking proper care of the unit, and insuring quiet enjoyment of the property for all residents and surrounding neighbors.
2. Better work with residents with identified disabilities relating to the health and safety of themselves and within the community.
3. Improve the quality of life within the community.
4. Foster inclusion and tolerance by and for all residents and staff.



## VII. Interim Rent Adjustments: Fixed Rent System

### A. Adjusting Rent between Regular Reexamination

Rent may be re-determined between annual reexaminations when a resident undergoes a change in family composition or income. The resident must report changes in writing to the management office within ten (10) calendar days of the event.

Examples of changes that would allow an adjustment in rent between reexaminations are as follows:

#### 1. Family composition changes

The resident must report and provide verification of those changes that involve the loss or gain of a family member. An increase due to additions to the family by birth; adoption through the courts or by operation of law; or a decrease in family size may result in a change in the Tenant Rent. Such changes in family status must be reported in a timely manner by the family.

#### 2. Income changes for existing family members

##### a) Decrease in income

The resident may request an interim adjustment of rent as a result of a decrease or loss of income that will be for a period longer than 30 days. Decreases in rent will be made effective the first day of the month following the month in which the change is reported and proper verification completed.

##### b) Increase in income

A family must request an interim adjustment under the following circumstances:

- If a family previously reported zero income and has an increase in income, regardless of amount;
- If a family participates in an FSS program and has an increase in income, regardless of amount; or
- If a family has an increase in income of \$200 monthly or more.

Increases in rent will be made effective the first day of the second month following the month in which the change is reported and proper verification completed. Failure to report an increase in income will result in a back charge retroactive to the effective date of the change.

#### 3. Earned Income Disallowance (EID) (refer to Chapter XII of this ACOP)

- a) The family qualifies for the disallowance of increase in earned income, and the first 12-month period of 100% income disallowance begins.
- b) At the end of the first 12-month period of 100% income disallowance, an adjustment of the rent shall be made for the second 12-month period to factor a 50% income disallowance.

4. Misrepresentation by the resident

- a) If the resident misrepresented facts to PHCD resulting in rent that is less than the correct amount, the increase in rent shall be retroactive to the first of the month following the effective date of the change in income. In justifiable cases, PHCD may take such action as it deems advisable in accordance with federal or Florida law, including but not limited to termination of assistance and eviction.
- b) Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (imputed welfare income).

**B. Hardship for Families Paying Minimum Rent**

A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent of \$50 because of a hardship. Interim reexaminations to temporarily adjust the rent will be made for families under hardship.

Residents qualify for a hardship exemption to the minimum rent if:

- a) The family has lost eligibility for, or is applying for, a Federal, State or local assistance program;
- b) The family would be evicted as a result of the imposition of the minimum rent requirements;
- c) The income of the family has decreased because of changed circumstances, including loss of employment;
- d) A death in the family has occurred; or
- e) Other circumstances as determined by PHCD.

The family should notify their AMP administrator or designee that they wish to request a hardship exemption. When the resident requests the hardship exemption, PHCD will suspend the minimum rent requirement beginning the month following the family's request. The suspension will continue until PHCD determines if there is a qualifying financial hardship and whether it is temporary or long term. PHCD may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the hardship exemption request.

If PHCD determines that the hardship is temporary, less than 90 days, or if the family does not qualify for the exemption, the minimum rent will be reinstated retroactively to the suspension date. PHCD will offer a repayment agreement to the family for the back rent owed.

If PHCD determines that the hardship is long term, the family will be exempted from the minimum rent requirements so long as such hardship continues. The exemption shall apply from the beginning of the month following the family's request for the hardship exemption until the end of hardship and will be reviewed at least annually.



PHCD, at its discretion, will request documentation from the residents to verify the type and extent of the hardship.

The minimum rent hardship exemption is retroactive to October 21, 1998. If any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

## VIII. Lease Termination Procedures

### A. General Policy: Lease Termination

The Public Housing Lease (Lease) may be terminated by PHCD in compliance with HUD regulations 24 CFR § 966 and in accordance with the provisions contained in Chapter 83, Part II, of the Florida Statutes.

The Lease may be terminated by the resident only after the end of the first year by giving 30 days written notice and upon compliance with all applicable procedures to properly vacate the unit and to depart in good standing.

PHCD shall have the right to terminate or refuse to renew the Lease for failure by the resident to fulfill their obligations set forth in the Lease agreement and for serious or repeated violations by the resident of one (1) or more of the material terms of the Lease (including residents under the Homeless pilot program). Termination may happen under the following circumstances:

1. A resident or any member of the household fails to fulfill their obligations under the Articles of the Lease, the Community Policies, or Tenant Rules and Regulations, and any additions or amendments to the Lease, Community Policies or Tenant Rules and Regulations.
2. A serious or repeated violation by the resident or any member of their household of one (1) or more terms of the Lease.
3. Denial or disconnection of utility services that are paid by the Resident. PHCD will not terminate assistance if the resident restores utility service legally and timely in compliance with 30-day notice to cure, or by the time the informal hearing takes place.
4. Tampering with utilities to illegally obtain service or changing the account to an adult person that is not listed in the Lease.
5. Any drug-related criminal activity, violent criminal activity, or non-violent criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of PHCD. Any such criminal activity that resulted in a conviction shall be cause for termination of tenancy, and for eviction from the dwelling unit (See Chapter III, Section E – Criminal Activity for additional details):
  - a) Drug-related criminal activity whether "on or off" the premises for the Resident, any member of their household, or a guest, and "on" the premises for other person under the Resident's control. Drug-related criminal activity shall include illegal possession, illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute or use a controlled substance;
  - b) Violent criminal activity includes, but is not limited to: any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage;



- c) Non-violent criminal activity includes, but is not limited to: any activity that threatens the health, safety, or right to peaceful enjoyment by the residents, employees of PHCD or any other Miami-Dade County personnel or official;
  - d) A fugitive felon or parole violator after conviction of a crime or attempt to commit a crime is considered a person that threatens the health, safety and right to peaceful enjoyment of the premises by other residents or employees of PHCD;
  - e) PHCD will not consider criminal related activities for juvenile household members under the age of 18 unless they are tried as adults for certain criminal offenses or if the acts occur on PHCD property;
  - f) Open cases shall be held pending final disposition. Upon a disposition from the court, PHCD shall either recommend termination of assistance or take no action based on the outcome. An arrest is not evidence of criminal activity that can support an adverse admission, termination or eviction decision. As such, an arrest where the disposition of the criminal charges are voided, invalidated, rendered inoperative, dropped, nolle prossed, dismissed pursuant to successfully completion of a diversion or a deferral of judgment program, no action, or other resolution that does not involve an admission of guilt or where the applicant is found not guilty or acquitted, may not result in denied assistance;
  - g) PHCD may also terminate assistance based on the conduct underlying arrests, only if the conduct indicates the individual is not suitable for tenancy and PHCD has sufficient evidence that the individual engaged in the conduct other than the fact of the arrest.
- 6. If an activity does not threaten the health, safety or right to peaceful enjoyment of the residents, but a warning has been issued to an individual or family, any subsequent warning regarding the same individual or family shall be considered a violation of the lease.
  - 7. A record of alcohol abuse or pattern of abuse that poses a direct threat to the health or safety of others shall be considered a violation of the lease.
  - 8. Failure by the resident to report to any reexamination interview or provide verification of any information required by PHCD. Clients who fail to comply are provided a 30-day notice to correct the issue.
  - 9. Discovery of material false statements in connection with information provided at application or reexamination, or fraud committed by the resident in connection with any federally assisted housing program.
  - 10. For Public Housing residents only, failure to comply with Federal, State or local public assistance program requirements related to work activities, community service and self-sufficiency requirements.
  - 11. If the resident or any member of their household, a guest or a person under the resident's control engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on PHCD property.

12. If the conduct of the resident, any member of their household, a guest or person under the resident's control, is such that there is a likelihood that their presence on the premises may lead to personal injury or property damage.
13. For Public Housing residents, if school-age children do not attend school regularly and are absent more than 15 unexcused days within any 90-day period of a given school year except in instances of death, serious illness or injury, or the child who attains the age of 16 years files a formal declaration of intent to terminate school enrollment with the School Board.
14. Serious or repeated damage to the dwelling unit, or the creation of physical hazards in the unit, common areas, grounds, or parking areas.
15. Extremely poor housekeeping, including hoarding and clutter that causes health and safety concerns or property damage.
16. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.
17. If the resident, any member of their household, or a guest or person under the resident's control threatens, obstructs or interferes with a PHCD employee or any government official conducting official business on or around the premises.
18. The resident refuses to accept PHCD's proposed change(s) to the Lease.
19. If the resident repeatedly interferes with or does not follow the Lease or Community policies, or if the Lease has expired and has not been renewed.
20. If through USHUD's EIV system, PHCD verifies that one of the household members is also participating in another federally housing program and that they have not relinquished the assistance within 30 days from the date of the move-in. In that case, PHCD will require proof of the termination of the subsidized housing assistance prior to lease termination (see Chapter VI (E) (3) – Double Subsidy).
21. Tenants must use their unit address as their mailing address for all official PCHD correspondence. This correspondence includes but is not limited to reexamination appointments, rent change notifications, inspection appointments, inspection results, termination proceedings, etc. Exceptions may be made to this rule on a case-by-case basis, i.e. domestic violence victims or if a tenant is able to demonstrate that their mailbox has been tampered with and is unsecure by submitting official documentation from the US postal service and/or police records.
22. Being over the income limit established for the Public Housing Program, in accordance with the parameters in Chapter VI of this ACOP.

#### **B. Mitigating Circumstances**

Before PHCD makes a decision to send a notice terminating assistance, PHCD shall consider all circumstances relevant to a particular case. This may include the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has



taken all reasonable steps to prevent or mitigate the offending action (see Chapter III of this ACOP).

### **C. Notice Requirements**

When PHCD proposes to terminate a Lease, the termination shall follow all applicable Federal and State laws.

The notice of termination to the resident shall state the reasons for termination, inform the resident of their right to make reply, settlement, and/or request a hearing in accordance with the Grievance Policy, Chapter IX if this ACOP.

1. PHCD shall give a 7-day written notice of termination for serious violations of the Lease;
2. PHCD shall give the applicable written notice of termination (14-Day Notice of Termination for Non-payment of Rent) for a resident's failure to pay rent. Such notice shall not be sent until the rent becomes delinquent in accordance with the Lease; and
3. PHCD shall give a 30-day written notice of termination in any other case or cause.

### **D. Recordkeeping Requirements for Residents**

In accordance to State of Florida records retention schedule, a written record of every termination and/or eviction shall be maintained by PHCD at the developments, and shall contain the following information:

1. Name of resident, race and ethnicity, number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
3. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
4. Date and method of notifying resident; and
5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

Such records may be maintained electronically.

## **IX. Grievance Policy**

When PHCD's action or failure to act has an adverse effect on a public housing applicant or resident's rights, duties, welfare or status, the applicant will be afforded an informal review and the resident will be afforded an informal hearing.

The grievance and appeal process for a denied reasonable accommodation is described in PHCD's Reasonable Accommodation Policy and Procedures document (Appendix IV of this ACOP) and will be followed for applicants and residents. Further, this document describes the process that must be followed by designated PHCD staff if they become aware during the hearing that an applicant or resident's ineligibility determination occurred because of their disability.

### **A. Applicant's Informal Reviews**

1. Applicants denied program participation or removed from the waiting list shall be provided with 30 calendar days to request an informal review, generally after initial interview. It is an applicant's responsibility to notify ALC when there is a change in address. Applicants whose mail is returned by the post office will be automatically withdrawn from the waiting list.
2. If PHCD proposes to deny admission on the basis of a family member's criminal record, PHCD will provide the family member with a copy of the criminal record either before or at the informal review and provide an opportunity to dispute the accuracy and relevance of that record.
3. Once a waiting list is closed, only applicants that have had an interruption in the eligibility process may request an informal review. Applicants that have not been selected, did not show to initial interview, or refused a unit without good cause (see Appendix I – Definitions of this ACOP) will not be granted an informal review once the waiting list has been dissolved.
4. Requesting an informal review
  - a) Applicants may request an informal review in writing to the address or fax number indicated on the adverse action letter. The request must be made within 30 calendar days from the date of the notice. The PHCD, at its sole discretion, may schedule an informal review at the applicant's request, beyond this timeframe, on a case-by-case basis. PHCD will schedule the review for the next available hearing date and forward written notification to the applicant.
  - b) Ineligibility due to an ongoing open criminal case is not appealable and an informal hearing will not be scheduled until final disposition (closure) of the case, unless the household member with the criminal case is removed from the application.
5. Informal Review Procedures
  - a) The informal review will be conducted by designated PHCD staff that shall listen to testimony or other evidence that the applicant may wish to present.



- b) Representatives from mixed finance developments (see Chapter I) may attend applicant's informal reviews to provide guidance on Low Income Housing Tax Credit (LIHTC) regulations and to explain reasons for denial of assistance.
- c) The informal review's decision will be made in writing within 30 calendar days of the review.
- c) The decision of the informal review shall be final. In extenuating circumstances, the PHCD Director or designee may review and modify the decision of an informal reviewer. However, the informal reviewer's decision shall not abridge any other rights the applicants have under law.

## **B. Resident's Procedure for Obtaining an Informal Hearing**

1. Residents of Public Housing developments, who desire a hearing, must submit a written request to the PHCD's representative within five (5) business days of receiving a notice of proposed adverse action. The written request must specify:
  - a) The reason(s) for the grievance or content of PHCD's proposed action; and
  - b) The action or relief sought.
2. PHCD will schedule the hearing for the next available date within 30 days from the receipt of the request. By written notification from the Hearing Officer or Chairperson of the Hearing Panel, the location, time, and date for the Hearing will be made available to all parties to the complaint.
3. In the event of a dispute regarding rent amount, before the hearing is scheduled the resident shall pay an escrow deposit in the same amount of rent due and payable as of the first day of the preceding the month in which the act or failure to act took place. The complainant should thereafter deposit the same amount monthly in the escrow account until the complaint is resolved by decision of the hearing officer or hearing panel.
  - a) The escrow deposit requirement may be waived by PHCD in extenuating circumstances, and where required by financial hardship exemption from minimum rent (refer to Chapter XII, Section E of this ACOP), or welfare benefits reduction in calculation of family income, for the portion of the rent attributable to the imputed welfare income (see definition on Appendix I of this ACOP).
  - b) Unless waived, the failure to make such payments shall result in a termination of the rights to grievance procedure and all sums will immediately become due and payable under the lease.
4. A hearing may be held via telephone conference, if requested no less than three (3) business days prior to the hearing, in situations where a health condition or mobility prevents any of the parties from attending the hearing in person. A hearing via telephone conference for any other reason shall be at the discretion of the hearing officer. Hearings held by telephone conferences are not allowed simply for the convenience of any of the parties.
5. The notice of termination to the resident shall state the reasons for termination and inform the resident of their right to make reply, settlement, and/or request for a hearing.

If a grievance is presented by the family to the main office or AMP administrator's office (either verbally or in writing), the grievance may be discussed informally and settled without a hearing.

### **C. Applicability (Availability) and Exclusions**

The grievance procedure shall be applicable and available to all individual grievances, except in the following cases:

1. Any termination of tenancy or eviction that involves drug and/or criminal activity in accordance with Chapter III:
  - a) Any criminal activity (including non-violent) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, their visitors or employees of the County;
  - b) Any violent or drug-related criminal activity on or off County owned, managed or controlled housing, office, warehouse or other property;
  - c) Any criminal activity that resulted in felony conviction of a household member.

Before a resident can be evicted from a dwelling unit, state law requires that the resident have the opportunity for a hearing in court. This opportunity for a hearing provides the basic element of due process (see definition in Appendix I of this ACOP).

2. Non-Public Housing Lease, Rental or Purchase Agreements that includes the following:
  - a) The Section 23 and Section 10 Housing Assistance Payments Program,
  - b) The Section 8 Housing Assistance Payments Programs,
  - c) The Low-Rent Housing Ownership Opportunities Program (Turnkey II).
3. Disputes between tenants not involving the County.
4. Class grievances.
5. Negotiating policy changes between a group or groups of residents and the County. Only interpretations of policy may be grieved, not the policy itself.
6. Discrepancies in wages shown in data provided by the Enterprise Income Verification (EIV) system. Such discrepancies must be clarified through third party verifications to employers. For EIV versus Social Security Administration (SSA) benefit discrepancies, PHCD should request the resident to obtain a current, original SSA benefit letter within ten (10) business days of the interview day.

### **D. Hearing Officer or Hearing Panel**

1. PHCD may have a hearing officer or a hearing panel.
  - a) The hearing officer shall be a County employee appointed by the PHCD Director or designee, but such employee cannot not be the public housing AMP administrator, or a member of their staff, from the development at which the resident submitting the grievance (complainant) resides.



- b) The Hearing Officer will maintain a log of all decisions made available, upon request, to the complainant, or complainant's representative.
- c) The Hearing Panel consists of three (3) people:
  - (1) The designated hearing officer shall act as the Chairperson of the Hearing Panel;
  - (2) An Overall Tenant Advisory Council (OTAC) representative; and
  - (3) A resident representative nominated by the Resident Council of the development in which the complainant resides. If the development does not have a recognized Resident Council, then OTAC will appoint a resident or OTAC member from the respective region.

If OTAC or the development's Resident Council fail to nominate their respective panel member, or in the event that the OTAC representative or the resident representative who lives at the development does not show up to the informal hearing, the complainant may sign the "*Waiver of Panel Member for Public Housing Informal Hearing*" form in order to conduct the hearing.

## **E. Hearing Process for Applicants and Residents**

### **1. Venue**

The grievance shall be held before the Hearing Officer or Panel at PHCD' main office or the development in which the complainant resides, unless otherwise relocated for good cause.

### **2. Due Process:**

Parties may be represented by legal counsel or another person chosen as a representative.

Prior to the hearing, the applicant or resident may examine and copy at their expense all documents, records, and regulations of PHCD that may be relevant to the hearing, unless otherwise prohibited by law and in the event of hardship.

In the event PHCD does not comply with a request to provide the applicant or resident with a copy of their file prior to the hearing, PHCD is prohibited from relying on the contents of the file at the hearing as set forth in the federal regulations. Therefore, PHCD may not rely on a document that is not made available to a resident after such document is requested by the resident.

The resident or their representative has the right to present evidence and arguments in support of their complaint, to controvert evidence relied on by the County or the AMP administrator, and to confront and cross-examine all witnesses on whose testimony or information the County or the AMP administrator relies.

Representatives from mixed finance developments (see Chapter I) may attend the resident's hearing to provide guidance on Low Income Housing Tax Credit (LIHTC) regulations and to explain reasons for adverse decision.

Persons with disabilities have the right to be provided reasonable accommodations for participating in the hearing.

The resident has the right to a swift decision, rendered, and based only on the evidence presented at the Grievance Hearing.

3. Action of the Hearing Officer or Panel

- a) The hearing shall be conducted informally by the Hearing Officer or Chairperson of the Hearing Panel.
- b) The Hearing Officer or Panel may render a decision without proceeding with the hearing if it is determined that the issue has been previously decided in another proceeding.
- c) If the applicant or resident fails to appear at a scheduled hearing, except for verifiable good cause (see Appendix I – Definitions of this ACOP), the applicant or resident is in automatic default and the decision rendered by the Hearing Officer or Hearing Panel in their absence shall be final.
- d) At the hearing, the applicant or resident must first show they are entitled to the relief being sought.
- e) The Hearing Officer or Hearing Panel must verify any document provided by the applicant or resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before making a decision. Oral or documentary evidence pertinent to the facts and issues raised by the applicant or resident may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- f) Then, PHCD has the burden of justifying the action, or failure to act that is alleged in the complaint.
- g) The Hearing Officer or Chairperson of the Hearing Panel shall require the resident, OTAC and resident council representative, and any participants and/or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Chairperson may result in exclusion from the proceedings, a decision adverse to the interest of the disorderly party, or denial of the relief sought, as appropriate.
- h) The resident shall be notified of the determination by the Hearing Officer or Panel. A determination that the resident has waived their rights to a hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of the complaint in an appropriate judicial proceeding.
- i) The hearing officer or Panel must verify any document provided by the resident or applicant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.



## **F. Decision of the Hearing Officer or Panel**

1. The decision of the Hearing Officer or Panel shall be based solely and exclusively upon the facts and evidence presented at the hearing, mitigating circumstances, and upon applicable County, State, and Federal regulations and requirements.
2. The hearing officer or Panel must verify any document provided by the complainant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.
3. Within 14 days of the hearing, the Hearing Officer or Chairperson (on behalf of the Hearing Panel) shall issue the decision in writing and include the reasons for the determination. A copy of the decision must be forwarded to the resident and another copy to the management office to be filed in the resident's records.
4. If the Hearing Officer or Panel decides in favor of PHCD or denies the relief sought by the resident in whole or in part, the resident's rights to trial de novo or judicial review in any judicial proceeding which may thereafter be brought in the matter is not waived or affected.
5. The Hearing Panel must reach a majority decision. When members of the panel are not in agreement, the Chairperson of the Hearing Panel must refer the case to the Executive Director or designee for the final decision, who may request additional information and/or interview with the resident, if deemed necessary.
6. The decision of the Hearing Officer or Panel shall be final. In extenuating circumstances, upon the resident's written request for review, the PHCD Director may modify the decision of a Hearing Officer or Panel. The Hearing Officer or Panel's decision, however, shall not abridge any other rights the participants have under law.
7. Copies of hearing decision letters in addition to any documents or testimony presented at the hearing are kept on file as per State of Florida retention schedules by the Hearing Officer or on site.

## **G. Eviction Actions**

If a resident has requested a hearing in accordance with procedures for obtaining a hearing, the commencement of the eviction procedure shall be suspended until the Hearing Panel submits its written decision. If the Hearing Officer or Panel upholds the decision of the County to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against them may require that they pay court costs and attorney fees.

## **X. Utilities and Maintenance Charges**

### **A. Utilities**

This section establishes the procedures for utility allowances for utilities purchased by residents of public housing developments. Utilities are defined as electricity, gas, water and sewer. Telephone and cable television are not considered utilities under this policy.

#### **1. Standard for utility consumption allowances**

PHCD shall establish for each development, a consumption allowance based on bedroom size that will afford a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment. The consumption allowance shall be a uniform monthly amount based on an average monthly utility requirement for a year.

#### **2. Review and revision of allowance**

- a) Annual review: PHCD shall review the utility allowances annually or in accordance with federal regulatory requirements and shall adjust the amount of utility allowance if necessary to reflect changes in utility rates and/or utility consumptions.
- b) Interim revision due to rate changes: PHCD may revise its utility allowances for resident-purchased utilities between annual reviews if there is a rate change (including fuel adjustments). PHCD is required to do so if a rate change, by itself or together with prior rate changes not adjusted for, results in a change of 10% or more from the rates on which such allowances were based.
- c) Schedule of Utility Allowances: Schedules of utility allowances for each development are posted on the bulletin board in each development office and will be made available to the resident upon request.
- d) Relief from excess consumption: Residents may request relief from excess utility consumption if the request is based on medical needs of the elderly, ill or disabled resident or for special factors affecting utility usage not within the control of the resident.

### **B. Utilities Paid by the Resident**

1. Utility accounts established and maintained by the residents must be in the name of an adult family member listed in the Public Housing Lease. Illegal tampering to obtain utility services or changing the utility accounts to an adult person that is not listed in the Public Housing Lease are grounds for termination of the lease.
2. Some buildings have master meters that are currently paid by PHCD. Due to utility modernization, however, building master meters may be replaced by individualized meters causing the utility costs to become the responsibility of the resident.
3. Residents are responsible for monitoring their utility consumption.



### C. Maintenance Charges

1. This section establishes the procedures for maintenance charges in Public Housing developments.
  - a) A list of maintenance charges is posted in the development offices and will be made available to residents upon request.
  - b) Residents will be charged for materials and services as shown on the price list in effect at the time of repair for damages that are intentional or caused by negligence of the residents.
  - c) PHCD will notify the resident by mail or in person of any maintenance charges for which they will be billed. A resident may then request a hearing under the grievance procedure.
  - d) If a resident requests a hearing to dispute maintenance charges, the charges will not become due until the grievance process has been completed.
2. Move-Out Charges:
  - a) Upon the move out inspection, residents will be held responsible for all damages beyond normal wear and tear to the unit and appliances.
  - b) Damages beyond normal wear and tear that are not repaired will be charged to the resident's security deposit and if necessary the resident's account at the time of move-out. The price list in effect at the move-out will be utilized to price labor and materials.
  - c) Photographs of the damages will be maintained in the tenant file in accordance with the retention schedule.

## **XI. Choice of Rent: Flat Rents**

Public Housing residents may choose between a Flat Rent or Income-based Rent that is based on family income as detailed in Chapter XII. Flat Rents are based on the unit market value and vary by unit size, type and by development location. PHCD must offer new admissions to Public Housing developments a choice of paying a flat or income-based rent at the time of admission. At the annual reexamination, all Public Housing residents are offered the choice of paying the Flat Rent or Income-based Rent.

### **A. Development of Flat Rents**

When developing the Flat Rent schedule, PHCD will take the following information into consideration:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of PHCD's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of PHCD's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHCD's properties and in the surrounding neighborhood
- Crime in PHCD's developments and the surrounding neighborhood
- Quality of local schools serving each PHCD development
- Availability of public transportation at each PHCD development and
- Availability of accessible units for people with mobility impairments

### **B. Annual Update of Flat Rents**

The Flat Rent structure shall be reviewed annually and adjusted accordingly using a rent reasonableness study based on the information listed above.

Per PIH Notice 2014-12 and PIH 2015-13, the following provisions were implemented:

1. Flat Rents will be set at no less than 80% of the Fair Market Rent (FMR) and reduced, if necessary, to account for utility costs.
2. If a new Flat Rent amount will increase a family's existing rental payment by more than 35%, then the new amount shall be phased in to ensure the family's rent does not increase by more than 35% annually.
3. The revised Flat Rents will be applied to new admissions upon the revision's effective date; however, when a current Public Housing resident chooses Flat Rent, their rent shall not be adjusted until the next regular annual reexamination.

### **C. Reexamination of Families on Flat Rents**

Public Housing residents paying Flat Rents are required to recertify income every three (3) years, rather than annually. However, such residents are still required to participate in an annual reexamination for any changes in the family composition, to ensure that unit size is



still appropriate, and to check compliance with the community service requirements, if applicable.

#### **D. Hardship of Families Paying Flat Rents**

Families who have elected to pay flat rent are eligible to switch to a lower income-based rent, if the family has experienced a verified hardship such as:

1. loss in income because of changes in circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance; and/or
2. increased expenses because of changes in circumstances, such as increased medical costs, childcare, transportation, education, or similar items.

## **XII. Determining Income and Income-Based Rent**

### **A. Annual Income**

PHCD may implement the required changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding verification of income for families with fixed incomes (Social Security; Supplemental Security Income; Supplemental Disability Insurance; Federal, state, local, or private pension plans; annuities or other retirement benefit programs, insurance policies, disability or death).

The Annual Income is calculated taking into consideration all amounts, monetary or not, which go to, or on behalf of, the family head, spouse, co-head or to any other family member (even if temporarily absent); at the time of admission or reexamination, and is based on:

1. Actual income being received (projected forward for a 12-month period); or
2. Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when: (1) The family reports little or no income; and (2) PHCD is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

Annual income also includes amounts derived from assets to which any member of the family has access (during the 12-month period).

Income exclusions are indicated in Section B.

Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in the Internal Revenue Service (IRS) regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered as income when used to reimburse the family for cash or assets invested in the property. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate (For details on asset valuation and passbook rate income from assets, see Chapter III of this ACOP).



4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (see paragraph B (14) below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits).
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See paragraph B(3) below concerning treatment of lump sum additions as family assets).
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony and child support payments and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of family members.
  - a) Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court, per Third Party Verifications Chapter III.
  - b) Calculation of child support when the amount received varies: An average of the monthly amounts paid should be calculated using at least three (3) months and then annualized. Management should verify the amount that was received by whatever means possible (e.g. Child Support Program records, statement from the person making the payments, notarized statement from the Resident with copies of checks, etc.).
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B (7) below concerning pay for exposure to hostile fire).
9. In determining annual income, PHCD may request the family to provide documentation of current income. The family acceptable documentation can be either dated 60 days prior to income determination or 60 days following the date the income documentation is requested.
10. Historical Amounts: If PHCD is unable to determine annual income using current information because the family reports little to no income or because income fluctuates, PHCD may average past actual income received or earned within the last 12 months before the determination date to calculate annual income.
11. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:
  - a) PHCD currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount:
  - b) As an alternative method, PHCD may annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the

entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.

## **B. Items Not Included in Annual Income**

In accordance with PIH Notice 2013-04, PHCD is not required to verify fully excluded income and may accept an applicant or participant's self-certification of such income. Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, onetime lottery winnings, and settlement for personal property losses (but see paragraphs A (3) and (4) above if the payments are or will be periodic in nature); (See paragraph (14) below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Appendix I of this ACOP);
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - d) Effective June 1, 2004 and while in effect, exclude from annual income the \$600 transitional assistance subsidy (credit) for elderly and disabled applicants and tenants enrolled in the Medicare Discount Card transitional assistance program;



- e) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for PHCD, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  - f) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
  10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by people who were persecuted during the Nazi era.
  11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household, spouse, or co-head). Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption.
  12. Adoption assistance payments in excess of \$480 per adopted child.
  13. The incremental earnings and benefits to any Public Housing resident (excluding Section 8 New Construction developments) whose: a) annual income increased due to employment of a family member who was unemployed for one (1) or more years previous to employment; or b) annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or c) annual income increases due to new employment or increased earnings of a family member during or within six (6) months of receiving state-funded assistance, benefits or services, will not be included during the exclusion periods (see Section F of this Chapter for additional details).
  14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
  15. 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.
  16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
  17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. A

notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

18. The following is a list of benefits excluded by other federal statute:

- a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC § 2017 (h)];
- b) Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC § 5044 (g), 5088]. Examples of programs under this Act include but are not limited to:
  - The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c) Payments received under the Alaska Native Claims Settlement Act [43 USC §.1626 (a)];
- d) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [(25 USC § 459(e)];
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC § 8624 (f)];
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC § 1552 (b) ] ;
- g) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC § 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC § 117(b), 1407]; and
- i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087 uu]. Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- j) Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC § 3056 (f)]. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro



Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;

- k) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- l) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96- 420, 94 Stat. 1785);
- m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC § 9858q);
- n) Earned income tax credit refund payments received on or after January 1, 1991 (26 USC § 32 (j));
- o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

These exclusions may be amended from time to time as permitted or required by the federal regulations.

### **C. Anticipating Annual Income**

If it is not feasible to anticipate income for a 12-month period, PHCD may use the annualized income anticipated for a shorter period. For example, this method would be used for teachers who are only paid for ten (10) months, or for tenants receiving unemployment compensation.

### **D. Adjusted Income**

Adjusted Income is the income upon which rent is based. Adjusted income means Annual Income less the following deductions and exemptions:

#### **1. For all Families**

- a) Child Care Expenses - A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, but only when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further their education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) the amount of income earned by the family member released to work; or (2) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.
- b) Dependent Deduction - An exemption of \$480 for each member of the family residing in the household, other than the head of household, co-head or spouse, live-in aide, foster adult or foster child, who is under 18 years of age or who is 18 years of age or older and disabled, or a full-time student.

- c) Work-related Disability Expenses – A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to:
- Wheelchairs
  - Lifts
  - Reading devices for the visually impaired
  - Equipment added to cars and vans to permit their use by the disabled family member.
  - Included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.
- d) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less (3%) of annual income, provided the amount so calculated does not exceed the employment income earned.
- e) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less 3% of annual income (provided the amount so calculated does not exceed the employment income earned) plus medical expenses as defined below.

2. For Elderly and Disabled Families only

- a) Medical Expense Deduction - A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to:
- Services of physicians and other health care professionals
  - Services of health care facilities
  - Health insurance premiums (including the cost of Medicare)
  - Prescription and non-prescription medicines
  - Transportation to and from treatment
  - Dental expenses
  - Eyeglasses
  - Hearing aids and batteries
  - Attendant care (unrelated to employment of family members),
  - Payments on accumulated medical bills.
  - Effective June 1, 2004 and while in effect, for residents who have the Medicare Prescription Drug Discount Card, consider the market (pre-discount) price of eligible drugs, not the discounted price.
  - Enrollment fee (up to \$30) of the Medicare Prescription Drug Discount Card program, if not paid by Medicare. (PIH Notice 2004-11).
- b) To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
- c) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.



- d) For elderly or disabled families with both work-related disability expenses and medical expenses; the amount of the deduction is calculated as described in paragraph D (1) (c) above.
3. Elderly/Disabled Household Exemption - An exemption of \$400 per household. See definition in Appendix I of this ACOP.

#### **E. Assets**

PHCD may implement changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the family declaration of assets under \$5,000.

##### 1. Assets Include:

- a) Amounts in savings and checking accounts.
- b) Stocks, bonds, savings certificates, money market funds and other investment accounts.
- c) Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
- d) The cash value of trusts that are available to the household.
- e) IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
- f) Contributions to company retirement/ pension funds that can be withdrawn without retiring or terminating employment.
- g) Assets, which, although owned by more than one person, allow unrestricted access by the applicant.
- h) Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum.
- i) Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- j) Cash value of life insurance policies.
- k) Assets disposed of for less than fair market value during two years preceding certification or recertification.

##### 2. Exclusions from Assets:

- a) Necessary personal property, except as noted in Section (E)(1)(i) above.
- b) Interest in Indian Trust lands.

- c) Assets that are a part of an active business or farming operation. Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the family's main occupation.
- d) Assets not accessible to the family and which provide no income for the family.
- e) Vehicles especially equipped for the handicapped.
- f) Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

#### **F. Computation of Rent**

1. The first step in computing rent is to determine each family's Total Tenant Payment (TTP). If the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which is paid to the tenant.
2. TTP is the highest of:
  - a) 30% of adjusted monthly income; or
  - b) 10% of monthly income; but never less than the
  - c) Minimum Rent; and never more than the
  - d) Flat Rent, if chosen by the family (where applicable)
3. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the TTP. In developments where PHCD pays all utility bills directly to the utility supplier, tenant rent equals TTP.
4. The minimum rent shall be \$50 per month; however, a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a hardship. Refer to Chapter VII, Section B of this ACOP.
5. At initial certification and at each subsequent annual reexamination, the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

#### **G. Utility Reimbursements**

Where the utility allowance exceeds the total tenant payment of the family, the PHCD will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the PHCD or any other housing authority, the PHCD may use any utility reimbursement amount owed to the family as payment.

The PHCD, at its discretion and as deemed operationally feasible may make utility reimbursement payments directly to the utility company. Such direct payment shall not require the family's consent; however, PHCD shall inform the family immediately upon its decision to make payments directly.



## H. Earned Income Disallowance

The Earned Income Disallowance (EID) is the exclusion from the calculation of the family's income, the income increase attributable to new employment or increased earnings, over the income received prior to qualifying for the disallowance.

PHCD has included in this ACOP the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the reduction EID benefits to a lifetime limit over a straight 24-month period beginning on or after May 9, 2016 (24 CFR § 960.255). This change does not apply to residents receiving EID prior the effective date of this regulation.

1. The EID applies to any Public Housing resident whose:
  - a) annual income increases due to employment of a family member who was unemployed for one (1) or more year previous to employment; or
  - b) annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
  - c) annual income increases due to new employment or increased earnings of a family member during or within six (6) months of receiving state funded assistance, benefits or services.
2. For purposes of the EID, the following definitions apply:
  - a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by PHCD in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one -time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - b) During the 12-month period beginning when the member first qualifies for a disallowance, PHCD must exclude from annual income any increase in income as a result of employment. For the 12 cumulative months following the first exclusion period, 50% of the income increase shall be excluded.
  - c) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission, unless their earnings are less than would be earned working ten (10) hours per week at minimum wage, under which they qualify as unemployed.
  - d) To qualify for EID, the resident must have been previously unemployed, The definition of "previously unemployed" also includes a person who has earned not more than could be earned working ten (10) hours per week for 50 weeks at the established minimum wage.

3. Lifetime Limit

a) 24-Month Period

The 24-month lifetime limitation applies to residents starting EID on or after May 9, 2016. This lifetime limitation shall be provided for a straight 24-month period (consecutive 12 months at 100% disallowance followed by the second and final consecutive 12 months at 50% disallowance with a fixed start and end date, irrespective of whether a family maintains continual employment).

b) 48-Month Period

The 48-month lifetime limitation applies to residents receiving EID prior to May 9, 2016 (24 CFR, § 960.255(b)(4)). EID can be stretched out by temporarily stopping the clock when the resident becomes unemployed and restarting the clock upon reemployment within the applicable lifetime limit.

4. The periods of income disallowance are as follows:

a) 100% disallowance of increased earnings: The initial 12-month cumulative full exclusion period begins on the date the qualifying family member experiences an increase in income attributable to employment or increased earnings. For tracking and administrative purposes, PHCD can begin the EID on the first day of the month following the effective date of employment.

b) 50% disallowance of increased earnings: The second 12-month cumulative exclusion period begins after the initial period ends.

c) Each family member is entitled to a separate EID benefit. However, each family member is entitled to such benefit only once per lifetime and applicable period limit.

**I. Rent Collection**

Clients are mailed a monthly rent statement listing any transactions processed that month and indicating the balance due. PHCD has initiated the following rent payment options for its residents:

1. Check, money order, or cashier's check mailed by the resident directly to the PHCD lockbox together with the payment stub from the rent statement for processing; or
2. Authorized direct debit from resident's checking or savings account; or
3. Online payment through major credit card;
4. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.



### **XIII. Fair Housing and Equal Opportunity**

#### **A. Non-discrimination Policy**

1. PHCD complies with all federal, state, and local antidiscrimination laws including, but not limited to: the Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act.
2. No person shall, on the basis of race, color, sex, religion, national or ethnic origin, familial status, marital status, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, ancestry, age, pregnancy, disability, or source of income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by PHCD.
3. PHCD prohibits inquiries regarding actual or perceived sexual orientation, gender identity or gender expression, which includes but is not limited to whether a person is transgendered.
4. PHCD will provide applicants and participants with federal/state/local information regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.
5. PHCD will display the Fair Housing poster at PHCD, Public Housing and Section 8 New Construction site offices. Upon eligibility determination, applicants will be provided with the Housing Discrimination Complaint form and information pertaining to procedures to be followed if the applicant believes they have experienced illegal discrimination.

#### **B. Processing Non-Discrimination Complaints and Reasonable Accommodation Requests**

1. All applicable Fair Housing Information and Discrimination Complaint forms will be made available at PHCD's 504/ADA Coordinator's office and/or by the 504/ADA Coordinator mailing copies of information to person requesting same. In addition, all appropriate written information and advertisements will contain the appropriate written information, and advertisements will contain the appropriate Equal Opportunity language and logo.
2. PHCD's 504/ADA Coordinator will assist any family that believes they have been discriminated against by providing copies of the federal and local housing discrimination forms and the addresses of the applicable offices. In addition, PHCD's 504/ADA Coordinator will facilitate conciliation of discrimination complaints upon the request of complainants (see Appendix I- Definitions), to the greatest extent feasible.
3. PHCD will cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.
4. Reasonable accommodation requests are processed through the 504/ADA Coordinator's office (refer to Section E of this Chapter).

**C. Effective Communication Policy**

PHCD has an Effective Communication Policy to ensure effective communication with applicants, residents, program participants, employees, and people with disabilities. Such policy is Appendix II of this ACOP.

**D. Emergency Evacuation Assistance Program Procedures**

In case of emergency, PHCD will take all necessary steps to address specific needs of its residents in consistency with the Miami-Dade County Emergency Evacuation Assistance Program, as described in Appendix III of this ACOP.

Additionally, PHCD's Emergency Management Manual will continue to be reviewed to ensure that it contains all necessary provisions required for people with disabilities in emergency conditions.

**E. Reasonable Accommodation Policy and Procedures**

PHCD's Reasonable Accommodation Policy and Procedures, as referenced through this ACOP, is Appendix IV of this ACOP.



## **XIV. Domestic Violence**

### **A. Overview**

Under the Violence Against Women Act (VAWA) and Miami-Dade County Resolution No. R-644-12, PHCD is required to implement internal policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery and stalking (hereinafter known as "domestic violence"). For definitions of terms under this chapter, refer to Appendix I of this ACOP.

PHCD has and will continue to notify its applicants and residents about the protections afforded by VAWA. The notice provided by PHCD shall advise applicants and residents of their rights under VAWA and 24 CFR part 5, Subpart L including the right to confidentiality and the exceptions. The lease, lease addendum, or tenancy addendum, as applicable, shall include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking.

PHCD has and will provide applicants and residents with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* form to be used by alleged victims of domestic violence.

### **B. Admission and Continued Occupancy Criteria**

1. An applicant cannot be denied admission or assistance solely because the person has been a victim of domestic violence, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
2. Residents or tenants who are victims of domestic violence must be handled as an exception to federal rule for admission and termination due to criminal activity, under documented incident of actual or threatened domestic violence.
3. If the tenant or affiliated individual (see definition in Appendix I) is a victim of criminal activity directly related to domestic violence engaged in by a household member or guest or other person under the tenant's control, such criminal activity shall not be cause for eviction or termination.
4. Being a victim of domestic violence does not qualify as a serious or repeated violation of the lease for terminating assistance, tenancy, or the occupancy rights of the victim.
5. PHCD may allow for the perpetrator of domestic violence to be removed from the lease, while the remaining family members stay in the assisted unit, upon approval of the division director.
6. Victims of domestic violence will be considered for emergency transfers. See Chapter V – Transfer Policy for additional information and requirements.
7. Subject to funding availability, the issuance of a Section 8 voucher may be offered to the victimized family.

### **C. Evidence Required as Proof of Domestic Violence**

When confronted with cases of domestic violence, PHCD must provide the alleged victim with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* and request that it be returned within 14 business days or any extension provided by PHCD. The name of perpetrator should be included in the HUD form 50066 only if it safe to provide and if it is known to the victim. Additional documentation to accompany the victim's statement in lieu of the HUD form 50066 may include but is not limited to:

1. A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and their family;
2. Restraining or civil protection orders;
3. Medical records or statement from medical professional;
4. Documentation from a mental health professional;
5. Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police runs made to the residence, copies of all tapes and reports written by officers responding to a call;
6. A record of an administrative agency or victim service provider;
7. Court records;
8. Statements signed by workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
9. Statement signed by counselors, if victim attended counseling;
10. Statement signed by attorney from whom the victim sought assistance in addressing domestic violence;
11. Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers;
12. Other credible evidence as corroborated by law enforcement or domestic violence providers.

Statements signed by above-mentioned professionals must attest to the professional's belief that the incident(s) are bona fide incident(s) of abuse and must also be signed by the victim.

### **D. Considerations for Victims of Domestic Violence**

PHCD must consider:

1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual and imminent threat to the health, safety,



or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:

- a) Transferring the victim
  - b) Barring the perpetrator from the property
  - c) Contacting law enforcement
2. The effects of denial or termination of assistance on other family members who were not involved in the offense.
  3. The conditions barring the culpable household member from residing in or visiting the unit.
  4. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
  5. The range of evidence as proof of domestic violence, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-50066.

#### **E. Protection of Victims of Domestic Violence**

1. PHCD shall refer victims of domestic violence to the State of Florida Office of the Attorney General, State Attorney's Office or the Department of Law Enforcement to apply for participation in the Address Confidentiality Program for Victims of Domestic Violence. Once the victim has applied, the address, telephone number and social security number are exempt from public review, except when the information is required by a law enforcement agency.
2. PHCD may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, including but not limited to the following services and programs for domestic violence victims:
  - a) Certified Domestic Violence Centers:
    - Safespace Shelter: 305-758-2804
    - The Lodge: 305-693-1170
  - b) Domestic Violence One Stop Center:
    - Coordinated Victims Assistance Center (CVAC): 305-285-5900
3. In determining if termination, removal or in some cases eviction is appropriate, PHCD must consider the safety and well-being of victims, as well as the health, safety and peaceful enjoyment of other residents who may be affected by incidents or domestic violence. Per VAWA 2013, if the evicted individual is the sole tenant eligible to receive assistance under a covered housing program, the public housing agency shall provide any remaining tenant an opportunity to establish eligibility for the covered housing program. If a tenant described in the preceding sentence cannot establish eligibility, the public housing shall provide the tenant a reasonable time, as determined by the appropriate agency, to find new housing or to establish eligibility for housing under another covered housing program.

4. PHCD must develop linkages and referrals to appropriate counseling and law enforcement entities.
5. The information under the *Certification of Domestic Violence* will remain confidential and will be used by PHCD only to provide the victims with the exceptions and protections under VAWA.
6. PHCD must ensure that private information of victims of domestic violence is protected in accordance with the Records Management provisions found in Chapter II, Section N.

**F. Non-discrimination**

Pursuant to VAWA and the policies of Miami-Dade County, no applicant or tenant shall, on the basis of actual or perceived race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, actual or perceived sexual orientation, disability, ancestry, age, pregnancy, or source of income be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under VAWA.



**PUBLIC HOUSING and COMMUNITY  
DEVELOPMENT**

**DEFINITIONS**

**APPENDIX I**

**OF THE**

**ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY**

Effective: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## APPENDIX I

### Definitions

**Adult**

A person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated Individual**

With respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of parents), or any individual, tenant, lawful occupant living in the household of that individual.

**Applicant**

A person or family that has applied for housing assistance.

**Arrested**

Taking or seizing a person by legal authority, such as the police, in response to a criminal charge.

**Bifurcate 24 CFR 5.2003**

To divide a lease as such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Black**

A person having origins in any of the Black racial groups of Africa. It includes people who indicate their race as Black, African American, or provide written entries such as African American, Afro American, Kenyan, Nigerian, or Haitian.

**Child/Minor**

A member of the family (other than the family head or spouse) who is under 18 years of age.

**Complainant** (HUD Federal Register Vol. 81 #25 and 24 CFR §966.53)

Any resident whose grievance is presented to PHCD or at the development management office.

**Continuity of Assistance**

A family is considered continuously assisted if it has been receiving housing assistance under any program of the U.S. Housing Act of 1937 without experiencing an extended interruption during the occupancy of the assisted unit. An interruption of four (4) months between the assisted occupancy of one unit and the assisted occupancy of another unit is considered discontinued assistance.

**Conviction**

A formal declaration that a person has been found guilty of a criminal offense by a verdict of a jury or a judge in a court of law.

**Criminal Records**

All criminal arrest records, including but not limited to sex offender registration records for all family members 18 years and over. PHCD will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses. If PHCD discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check The term "criminal records" does not include records



unavailable to PHCD by operation of law, including sealed or expunged records, juvenile records, exempt records under Florida's Public Records Act, or other records unavailable to PHCD under state and federal laws.

**Dating Violence (24 CFR 5.2003 and the Florida Statutes)**

The federal regulations defines "dating violence" as 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 persons involved in the relationship.

The Florida Statutes defines "dating violence" as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past six (6) months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

**Deconcentration of Income**

The admission of higher income families (50-80%) of area median income to developments where extremely low income families predominate and vice versa.

**Dependent**

A member of the family (excluding foster children, foster adults, or live-in aides) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a Full-time Student.

**Disability Assistance Expenses**

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member and that are necessary to enable the disabled member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403)**

A family whose head, co-head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides.

**Discriminatory Effect**

A practice has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates, increases, reinforces, or perpetuates segregated housing patterns because of race, national or ethnic origin, color, sex, religion, age, disability,

familial status, marital status, status as a victim of domestic violence, dating violence or stalking, ancestry, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.

**Displaced Family (24 CFR 5.403)**

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. PHCD also considers in this definition displacements due to domestic violence.

**Displacement Due to Governmental Action**

Activity carried on by an agency of the United States or by any State or local governmental body or in connection with code enforcement or a public improvement or development program.

**Domestic Violence (24 CFR 5.2003 and the Florida Statutes)**

The federal regulations defines "domestic violence" to include felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

The Florida Statute defines "domestic violence" as "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." The Florida law further defines "domestic violence" as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

Additionally, domestic violence includes violence against a domestic partner.

**Drug-related Criminal Activity**

Illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug, with the intent to manufacture, sell, distribute or use the drug.

**Due Process**

An eviction action or a termination of tenancy in a State or local court in which the following procedural safeguard are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses or equitable defense which the tenant may have;
- A hearing before an impartial person(s).
- A written decision of the merits.

**Earnings and Benefits**

Means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.



**Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403)**

A Family whose head, co-head, spouse, or sole member 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 (1) or more live-in aides.

**Elderly Person**

A person 62 years of age or older.

**Eligibility Income**

This is Annual Income amount which is compared to USHUD approved Income Limits to determine if an applicant family is eligible for admission to the housing program.

**Extremely Low Income**

**(HUD Federal Register Vol. 79 #122 dated 6-25-14 and Vol. 81 #45 dated 3-8-16)**

A very low-income family whose annual income does not exceed the higher of:

- The poverty guidelines established by the U.S. Department of Health and Human Services applicable to the family of the size involved; or
- Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403 and Miami-Dade County Polices)**

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or gender expression, or marital status:

- a) A single person who may be an elderly or displaced person, or a person with disabilities, near-elderly person, or any other single person; or
- b) A group of persons residing together, and such group includes, but is not limited:
  - A family with or without children (a child who is temporarily away from the home due to placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A disabled family;
  - A displaced family;
  - The remaining member of a tenant family; or
  - A group of persons who reside together and are related by blood or marriage, or who exhibit a stable familial relationship. PHCD will accept documentation proving that adult, domestic partners have a stable relationship (e.g., they have lived together for at least one (1) year).

**Family Income**

Family Income means the Annual Income derived from all sources of the family members expected to reside in the dwelling unit and upon which rent is to be based.

**Full-Time Student**

A person registered for and carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Fraud**

Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

**Gender Expression**

All of the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, grooming, mannerisms, speech patterns and social interactions. Social or cultural norms can vary widely and some characteristics that may be accepted as masculine, feminine or neutral in one culture may not be assessed similarly in another.

**Gender Identity (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.100)**

Gender identity means actual or perceived gender-related characteristics.

**Good Cause**

With respect to refusal of a unit housing offer, "good cause" shall mean that an applicant or resident who are offered a unit can demonstrate through objective evidence that a move into the unit offered would result in a hardship related to the ability of the applicant or resident to conveniently use the facility. Examples of good cause are included in Chapter III of this policy).

With respect to not attending a scheduled appointment or not providing required documentation, "good cause" shall mean that an applicant or resident can demonstrate through objective evidence that circumstances beyond the applicant/resident's control resulted in non-compliance. Examples may include illness, hospitalization, or emergency incidents.

**Grievance or Complaint**

Any dispute with respect to the Agency's action or failure to act in accordance with lease requirements, and/or federal regulations which may adversely affect the tenant's rights, duties, welfare, or housing status.

**Head of Household**

The family member who is 18 years or older and held responsible and accountable for the family, normally considered to be the official tenant of record or the lessee.

**Hearing**

An informal proceeding at which a resident's grievance or complaint relating to PHCD's adverse action or decision, is heard in order to insure that the complainant's rights were not violated.

**Homeless Family**

Category 1: An individual or family who *lacks a fixed, regular, and adequate night time residence*, meaning:

- a) An individual or family with a primary night-time residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); *or*
- c) An individual who is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;



- d) An individual or family transitioning out of permanent supportive housing.

**Homeownership Opportunities**

After October 28, 1998, any homeownership opportunities shall mean any homeownership units developed, purchased, or redeveloped by Miami-Dade County solely or as a joint venture with any other entity.

**Immediate Family Member (24 CFR 5.2003)**

A spouse, parent, brother, sister, child, an individual to whom that person stands in loco parentis, or any other person living in the household and related by blood or marriage. Additionally, the term "immediate family member" shall include a domestic partner.

**Income Eligibility for Admission**

At least 40% of families admitted to the Public Housing program in each fiscal year must have incomes that do not exceed extremely low income levels. In each fiscal year, PHCD may reduce the targeted public housing admissions to the extent that PHCD provides tenant-based Section 8 assistance above the targeted 75% to families that do not exceed extremely low income levels. The public housing target, however, may not be reduced below 30% of admissions.

**Income Limits**

Income limits are those published by USHUD for admission of Low-Income and Very-Low-Income families to federally subsidized housing developments.

**Interim Adjustments or Re-determination of Rents**

Changes in rent between admission and subsequent annual re-examinations due to a change in family composition or income.

**Live-in Aide**

A person 18 years of age or older who resides with one (1) or more elderly persons, or near-elderly persons, or persons with disabilities who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.
- The live-in aide's income is not counted when determining family income.

**Local Preference**

Any preference, to the extent authorized by law, the Agency may establish for use in selecting among applicants that respond to local housing needs and priorities.

**Low Income Family**

A family whose Annual Income does not exceed eighty percent (80%) of the median family income for the area, as determined by USHUD, with adjustments for smaller and larger families.

**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 reimbursed by insurance or other sources.

**Minimum Rent**

Statutory requirement that each family assisted under Public Housing programs pay a monthly minimum rent or Total Tenant Payment (TTP) of \$50.00, subject to hardship exemption waiver, if applicable.

**Monthly Income**

One-twelfth of Annual Income.

**Monthly Adjusted Income**

One-twelfth of Adjusted Annual Income.

**Near-Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403)**

A family whose head of household, co-head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) 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.

**Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in USHUD homeownership programs. The value of any business or family assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of application for the program or reexamination shall be included in the determination of Net Family Assets.

**New Affordable Desegregative Rental Housing**

After October 28, 1998, any affordable desegregative rental housing developments developed, purchased or redeveloped by Miami-Dade County solely or as a joint venture with any other entity. This includes the redevelopment of public housing.

**Non-Black**

All individuals who are not 'Black' as defined above including, but not limited to, Caucasians and Caucasians of Hispanic ethnicity, American Indians and Asians.

**Non-Elderly Family**

Two (2) or more persons who are not elderly but live together and are related by blood, or marriage, or operation of law, or give evidence of a stable relationship which has lasted over a period of at least one year. All Family Income and resources are available to meet the family's needs.

**Non-Violent Criminal Activity**

Any criminal activity that is not a Violent Criminal Activity or a Drug-related Criminal Activity, as defined herewith, but that is such that it may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Non-violent criminal activities include but are not limited to fraud, bribery, vandalism, burglary, larceny, robbery, etc.

**Offer**

The term 'offer' is used in the context of project-based assistance and means an offer of a unit that is vacant, appropriate for the household in size and type, and meets applicable housing quality standards.



**Participating Privately Owned Assisted Housing**

Housing receiving federal assistance under one of the following statutory provisions for which the owner has agreed, upon invitation from USHUD, to participate in the activities of the Housing Center:

- Section 221(d)(3) of the National Housing Act;
- Section 101 of the Housing and Urban Development Act of 1965;
- Section 236 of the National Housing Act;
- Section 202 of the National Housing Act;
- Section 811 of the Cranston-Gonzalez National Affordable Housing Act; or
- Section 8 of the United States Housing Act.

**Person with Disabilities**

Under federal discrimination law, an individual is disabled if they have a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic, who poses a direct threat to the health, safety and right to peaceful enjoyment of the premises by other residents.

**Reasonable Accommodation**

A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

**Re-examination Date**

The date on which any rent change is effective as required by the annual re-examination of eligibility for continued occupancy.

**Sexual Assault**

The threat of oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

**Sexual Battery**

The actual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

**Sexual Orientation (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.100)**

Sexual orientation means homosexuality, heterosexuality or bisexuality.

**Single Person**

A person living alone or intending to live alone and who does not qualify as an Elderly Family, Disabled Family, Displaced Person, or as the remaining member of a tenant family.

**Special Needs Households**

A household consisting of a Family that is considered to be Homeless, a survivor of Domestic Violence, a Person with Disability, or Youth Aging out of Foster Care. (Rule Chapter 67-48, Florida Administrative Code).

**Stalking (24 CFR 5.2003 and Florida Statutes)**

The federal regulations defines "stalking" as following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate; and in the course of, or as a result of, such acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

In the Florida, the law defines "staking" as the willful malicious and repeated following, harassing, or cyber stalking of another person, and/or the making of a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent.

**Tenant Error**

A tenant error occurs when the tenant, by action or inaction, breaches a lease, regulation, or program requirement because of a misunderstanding of rules. Tenant errors are considered unintentional program violations as compared to fraud (see Fraud definition above).

**Tenant Rent**

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

**Total Tenant Payment**

Total Tenant Payment for any dwelling unit shall be the highest of the following, rounded to the nearest dollar:

- 30% of Monthly Adjusted Income;
- 10% of Monthly Income;
- The monthly portion of a Family's Welfare Assistance from a public agency specifically designated by such agency to meet the Family's housing costs; or
- The PHCD statutory minimum rent which is currently \$50, subject to hardship exemption waiver, if applicable.

**Unauthorized Occupants/Boarders**

A person who is staying in the dwelling unit, but is not listed on the lease, Article III, or approved by the Landlord to dwell in the unit in excess to 14 days.

**Uniform Federal Accessibility Standards (UFAS) Unit**

A dwelling unit that is designed, constructed, altered or adapted to comply with Uniform Federal Accessibility Standards (UFAS) and is located in an accessible route.

**Units with Accessible Features**

A unit which has been altered in a manner that has some accessible features that assists persons with disabilities (see also UFAS unit), but is not an UFAS unit.

**Utility Allowance**

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family occupying the unit, the Utility Allowance is the amount



equal to the estimate made of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary, and healthful living environment based on an annual review of utility rates. The estimate made must be approved by USHUD. The resident may also request relief from excess utility consumption (see Section 4-1 (B) (iv) regarding the excess consumption policy).

**Utility Reimbursement**

The amount, if applicable, by which the utility allowance for the unit exceeds the Total Tenant Payment for the Family occupying the unit.

**Very Low Income Family**

A family whose annual income does not exceed fifty percent (50%) of the median family income for the area, as determined by USHUD, with adjustments for smaller and larger families.

**Violent Criminal Activity**

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, serious bodily injury or property damage.

**Waiting List**

The list of applicants who are waiting to be verified eligible for admittance to housing programs administered by PHCD and offered the benefit as it becomes available.

**PUBLIC HOUSING and COMMUNITY  
DEVELOPMENT**

**SMOKE FREE POLICY**

**APPENDIX V**

**OF THE**

**ADMISSION AND CONTINUED OCCUPANCY  
POLICY (ACOP)**

Effective: \_\_\_\_/\_\_\_\_/\_\_\_\_



## I. BACKGROUND

In February 2015, the Centers for Disease Control published its *Vital Signs* report on secondhand smoke, which includes but is not limited to the following findings: (1) one in four nonsmokers (58 million people) in the United States are exposed to secondhand smoke; (2) two in five children (including seven in ten Black children) are exposed to secondhand smoke; (3) one in three nonsmokers who live in rental housing are exposed to secondhand smoke; (4) secondhand smoke exposure is more common among children ages three to 11, Blacks, people living below the poverty level, and those who rent housing; (5) about 80 million Americans live in multi-unit housing and can be exposed to unwanted secondhand smoke in their home; and (6) people who live in public housing are especially affected by secondhand smoke, including children, the elderly, and people with disabilities. The United States Surgeon General has stated that there is no risk-free level of exposure to secondhand smoke and the best way to keep children and adults safe from secondhand smoke is to ban all smoking indoors. Further, nationwide there are more than 1.2 million families who reside in public housing of which there are approximately 39 percent of the public housing residents who are between the ages of zero to 17 and approximately 15 percent who are 62 or older. It has been proven that exposure to smoke, whether direct or secondhand, causes adverse health outcomes such as asthma and other respiratory illnesses, cardiovascular disease, and cancer.

The U.S. Department of Housing and Urban Development's (HUD) published a proposed rule (24 Code of Federal Regulation Parts 965 and 966) on November 17, 2015, that will require each public housing agency administering public housing programs to implement a smoke-free policy. Previously, HUD had also issued Notice PIH 2012-25 strongly encouraging housing agencies to implement a Smoke-Free Policy. Prior to the publication of the proposed rule, the Miami-Dade Board of County Commissioners, on November 3, 2015, adopted Resolution No. R-1003-15 directing the County's administration to develop a smoke-free policy in consultation with the residents and resident councils, to incorporate a smoke-free policy into the County's Fiscal Year 2016-2017 Public Housing Agency Plan, the Admissions and Continued Occupancy Policy, the public housing community policies, and the public housing lease for all public housing developments owned and operated by the County. According to surveys conducted by the Florida Department of Health in Miami-Dade County of public housing residents, 68% of the residents are in agreement with the implementation of a Smoke-Free Policy.

## II. APPLICABILITY

The County's Public Housing and Community Development Department (Department) is incorporating the Smoke-Free Policy as follows:

**Public Housing Program:** HUD regulation 24 CFR 965 and 966 require that public housing agencies implement a policy prohibiting all tobacco products in all living units, indoor common areas, and administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the housing or administrative office buildings. The smoke-free policy is included in the Admissions and Continued Occupancy Policy (ACOP) as Appendix V. The Smoke-Free Policy is also incorporated as part of the Public Housing Dwelling Lease between the "Landlord" (the County) and the "Resident", as a Lease Addendum, by completing and signing the box provided below.

**Exemption:** This policy shall not apply to any mixed-finance developments and privately-owned housing subsidized through the Section 8 Housing Choice Voucher Programs and Section 8 Moderate Rehabilitation Program.

## III. PURPOSE OF SMOKE-FREE POLICY

The above parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) increased maintenance, cleaning and redecorating costs from smoking; (iii) increased risk of fire from smoking; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

### A. Definitions



1. **Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, electronic cigarette, or other tobacco product or similar lighted products in any manner or in any form.
2. **Common Area:** Areas within the building interior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, playgrounds, parking garages and carports, and any other area of the building that is accessible to Resident(s), guests and employees.
3. **No Smoking Area:** The dwelling unit occupied by Resident(s) and members of Resident's household, any interior common area, including but not limited to community rooms, community bathrooms, daycare facility, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and areas outside the building that are within 25 feet from the building or common areas including entryways, porches, balconies and patios.
4. **Designated Smoking Area:** An area designated by the Landlord.

#### IV. IMPLEMENTATION AND ENFORCEMENT OF SMOKE-FREE POLICY

##### 1. Resident's Responsibilities

- a) Resident(s) and members of the Resident's Household shall not smoke anywhere in No Smoking Areas, including in the unit rented by Resident(s), the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds or such building including the steps, patios or yards.
- b) Resident(s) shall inform Resident's guests of the Smoke-Free Policy and shall not permit any guests or visitors under the control of Resident to smoke in any zone designated as No Smoking Area.
- c) All smoking Resident(s) and guests are required to dispose of their smoking material in the appropriate collection receptacles provided by Landlord prior to entering any zone designated as No Smoking Area.
- d) Resident(s) shall promptly notify Landlord of any incident where smoke from tobacco, electronic cigarette, or similar products, is migrating into the Resident's unit from sources outside the Resident's unit.

##### 2. Landlord's Responsibilities

- a) Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and maintain the No Smoking Area as smoke-free as is reasonably possible. Such reasonable steps include but are not limited to providing residents with orientation, warnings, housekeeping inspections, and appropriate notices of lease violations.
- b) Landlord shall post non-smoking signs at entrances and exits, in common areas, and in noticeable places adjoining the grounds of the No Smoking Area.
- c) Landlord shall provide collection receptacles at least 25 feet from entrances, exits, common areas and noticeable places adjoining the No Smoking Areas, for disposal of smoking material.



- d) Landlord shall designate specific smoking areas outside the No Smoking Areas, depending on the type of development and as permitted by availability of space.
  - e) Landlord may refer Resident(s) violating the Smoke-Free Policy to the smoke cessation programs offered by the Florida Department of Health in Miami-Dade County's Tobacco Free Florida program. For more information, please contact the Florida Department of Health in Miami-Dade County's Office of Community Health and Planning at (305) 278-0442.
  - f) Landlord may enforce this policy in phases within the next three (3) years, to ensure education of residents, and in accordance with the type of development (i.e., elderly, disabled developments).
3. Landlord Not a Guarantor of Smoke-Free Environment
- a) Landlord's adoption of smoke-free living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas.
  - b) Landlord is not required to take steps in response to smoking unless Landlord is notified.

#### **V. PENALTIES FOR VIOLATION OF SMOKE-FREE POLICY**

- 1. Resident(s) acknowledges that up to two (2) Warnings will be issued by the Landlord for each reported or detected smoking incident, to be documented in the Resident's records.
- 2. After a second written Warning, Landlord will provide Resident(s) with a referral to the State of Florida Department of Health in Miami-Dade County's smoking cessation program and notify Resident(s), that a subsequent violation of the Smoke-Free Policy may result in assessment of fines, and ultimately in termination of housing assistance.
- 3. Resident acknowledges that there may be an assessment of a fine up to \$50.00 for each smoking incident reported to or detected by Landlord, upon verification.

#### **VI. DISCLAIMER BY LANDLORD**

- 1. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property.
- 2. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke.
- 3. Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises.

# **SECTION 8 ADMINISTRATIVE PLAN**

FOR THE  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
HOUSING CHOICE VOUCHER  
AND  
MODERATE REHABILITATION PROGRAMS

BCC Adopted:

Effective:

Public Housing and Community Development  
701 NW 1st Court, 16th Floor  
Miami, Florida 33136-3914

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**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
**ADMINISTRATIVE PLAN**  
**HOUSING CHOICE VOUCHER PROGRAMS**

**Chapter 1. Program Administration**

**1.1. Purpose of the Plan**

The purpose of this Administrative Plan is to establish written policies in accordance with United States Department of Housing and Urban Development (HUD) regulations and other matters not specifically covered under the United States Housing Act of 1937 and HUD regulations, but left to a PHA's local discretion, for the Housing Choice Voucher and the Moderate Rehabilitation Programs (unless specifically stated as being solely a Moderate Rehabilitation Program requirement, all references to these programs are referred to as the "Housing Choice Voucher" Program). The regulations that govern the programs are documented in 24 Code of Federal Regulations (CFR) Parts 5, 982, and other applicable regulations promulgated by HUD.

This Administrative Plan is a supporting document to Public Housing and Community Development's (PHCD) Public Housing Agency (PHA) Plan. It shall be available for public review during regular office hours Monday through Friday at its main administrative offices located at 701 NW 1st Court, 16th Floor, Miami, Florida 33136-3914.

The PHCD Director, on behalf of the County, can make any necessary revisions to this Administrative Plan as may be required by regulatory, statutory, court order or internal policy that occurs before the next presentation of the Public Housing Agency Board.

The goal of this Administrative Plan for the Housing Choice Voucher and Moderate Rehabilitation Programs is to achieve three (3) major objectives:

- A. To provide improved living conditions for low income families while maintaining their rent payments at an affordable level.
- B. To inspect all units to ensure that the unit conditions are in accordance with the Housing Quality Standards (HQS) described in 24 CFR § 982.401 and relevant HUD guidance.
- C. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

In addition, this Plan advocates the following:

- A. Protection of the rights of owners and participants in all neighborhoods;
- B. Protection of low income working families assisted through the Housing Choice Voucher Program from inflated rents;
- C. Provision to any resident of Miami-Dade County who wants access to a copy of this Plan and to explain how to file complaints;
- D. Ensure Housing Choice Voucher Program owners meet all financial obligations to local governments; and
- E. Requires owners and tenants to meet requirements of federal housing regulations and this Administrative Plan.

### **1.2 Public Housing and Community Development (PHCD)**

Miami-Dade County (County), a political subdivision of the State of Florida, is the local government entity responsible for affordable housing programs, administers the Housing Choice Voucher Programs through its housing department, the Public Housing and Community Development, or its successor agency or department, collectively referred to as the "Agency" or "PHCD." Any policy revisions to this Administrative Plan after its adoption requires approval from the Miami-Dade Board of County Commissioners or other authorized PHCD officials.

The administration of the Housing Choice Voucher programs shall comply with all applicable Federal, State and local law, the Housing Choice Voucher regulations, handbooks, and policies promulgated by HUD, and other federal laws including but not limited to the Fair Housing Act, as amended, The Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 3 of the Housing and Urban Development Act of 1968, as amended.

For more information visit PHCD's website at [www.miamidade.gov/housing](http://www.miamidade.gov/housing)

### **1.3 Jurisdiction of the Agency**

PHCD has jurisdiction throughout all of incorporated and unincorporated Miami-Dade County for the Housing Choice Voucher Program. Although several housing agencies have been established within the various municipalities of Miami-Dade County, federal regulations allow the Voucher holder (also known as Housing Choice Voucher participant) to use the assistance anywhere there is a housing agency or authority implementing the Housing Choice Voucher program (see Chapter 18 on "Portability").

### **1.4 Location of Office**

The main office for the Housing Choice Voucher Program (HCV) is located at 7400 NW 19<sup>th</sup> Street, Bay H, Miami, FL 33126, where HCV applicants and program participants are served. If the office serving HCV clients changes, the PHCD will so notify the affected tenants. The PHCD offices shall be accessible to persons with disabilities.

### **1.5 Administrative Fee Reserve**

Federal regulations require the Miami-Dade Board of County Commissioners to establish the maximum amount of Annual Contributions Contract (ACC) funds that may be charged against the administrative fee reserve *without specific* Board approval. However, the PHCD will request Board approval to access the administrative fee reserve in the ACC for awards and contracts exceeding \$100,000.

### **1.6 Ann Marie Adker Consent Decree, et al v Miami-Dade County and HUD (Adker Decree)**

Notwithstanding the expiration of the Adker Decree on August 1, 2009, PHCD shall comply with the Board's Resolution No. R-1075-09 adopted on September 1, 2009. Pursuant to that resolution, PHCD and all County departments that administer affordable housing programs shall:

- A. Ensure that the mandates of the Adker Decree of providing desegregative opportunities to all residents, participants and applicants of federally subsidized housing programs administered by the County are continued;
- B. Maintain the current Adker-related provisions in the Public Housing and Community Development's Admissions and Continued Occupancy Policy (ACOP) and Section 8 Administrative Plan;



- C. The designated division within the Agency to be responsible for ensuring compliance with the terms of Board's resolution; and
- D. Provide any reports required by the Board, the Mayor or the Mayor's designee.

**1.7 Assistance for Limited English Proficiency (LEP) Persons**

Limited English Proficient (LEP) persons are persons who do not speak English as the primary language and have a limited ability to read, write, or understand English at a level that allows the person to communicate effectively when applying or receiving services or benefits from recipients of federal funds.

In accordance with HUD's *Final Guidance to Federal Assistant Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* (Final Guidance), PHCD is committed to ensure direct access to its program and activities to all applicants and program participants, regardless of the primary language they speak.

**A. Four (4) Factor Analysis**

The LEP Final Guidance defines a self-assessment method to assist agencies receiving HUD funds in determining the extent of their obligations to LEP persons. PHCD has conducted the following four (4) factor self-assessment and concluded that Spanish and Creole are the most commonly spoken languages by the LEP population served by PHCD.

- 1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee (persons speaking a language other than English exceeds 5% or 1,000 persons, whichever is less);
- 2. The frequency with which LEP persons come in contact with the program;
- 3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
- 4. The resources available to PHCD and its costs.

**B. Language Assistance Plan (LAP) and Safe Harbor**

PHCD posts Spanish and Creole signs at its administrative and site management offices (public places) and on its website to inform LEP persons that free oral interpretation services and translation of vital PHCD's documents are available upon request. Additionally, applicants and program participants are informed of their ability to request an interpreter in all written PHCD's advertisements and notifications related to hearings, interviews, scheduled appointments, and adverse action notices.

**1. Staff Training**

PHCD employees are provided with training on the LEP policy requirements, their role in assisting LEP persons, and with information on the resources available for LEP persons and how to access these resources.

**2. Oral Language Interpretation**

PHCD utilizes bilingual staff members fluent in Spanish or Creole who provide oral language interpretation to LEP persons at face-to-face or telephone contacts, as needed. Also, oral language interpretation services may be provided for scheduled appointments, meetings, informal reviews, hearings and interviews, upon request five (5) business days in advance, from the Section 504/ADA Coordinator. The Section 504/ADA Coordinator secures oral translation services from approved vendors, according to the County's procurement procedures.

Language interpretation services are offered to LEP persons for activities including but not limited to the following:

- Eligibility Interview
- Voucher Briefing
- Rental Interview and Lease Signing
- Initial, Annual, and Interim Reexaminations
- Transfer and Resident Tenancy Application
- Reasonable Accommodation Requests
- Conferences, Informal Reviews and Hearings

PHCD staff is prohibited from requiring or asking LEP persons to bring their own interpreter. If a LEP person requests that an adult family member or friend (18 years of age or older) provide interpretation, this practice is acceptable only if it is their choice. The LEP person will be advised by PHCD staff about the availability of free language services.

### 3. Written Language Translation of Vital Documents

HUD's Final Guidance defines vital documents as "those that are critical for ensuring meaningful access by beneficiaries or potential beneficiaries generally and LEP persons specifically." PHCD may use the County's translation services provided by the Community Information and Outreach (CIO) Department, or a County vendor, to translate its vital documents and advertisements into Spanish and Creole.

PHCD has translated the following vital documents into Spanish and Creole. They are available in the shared drive, at [H:\Compliance Reference Library\FORMS - Agency Master Folders](#) and must be provided to LEP persons upon request.

- Consent and complaint forms
- Intake forms with the potential for important consequences
- Written notices of rights, denial, loss, or decreases in benefits or services, and hearings
- Notices of termination of assistance and eviction
- Notices and forms related to the Violence Against Women Act (VAWA)
- Notices of advising LEP persons of free language assistance
- Notices of public hearings, especially those that meet Community Planning and Development's citizen participation requirements
- Public Housing Lease and tenant rules, and/or
- Applications to participate in a recipient's program or activity or to receive recipient benefits or services.

### C. Monitoring and Updating

PHCD will periodically review and assess its LEP policy, based on Miami-Dade County's demographics and changes in HUD regulations.

## Chapter 2. Eligibility for Admission and Processing of Applications

### 2.1 Affirmative Marketing

PHCD's marketing plan ensures inclusion on its waiting list of all people without regard to race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, ancestry, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.



The opening of the waiting list will be advertised in a minimum of three newspapers: e.g. *The Miami Herald*, the largest paper of daily general circulation; *The Miami Times*, the paper with the largest circulation among African-Americans; *Diario Las Americas*, a Spanish language publication; the *Haiti en March* or *Kiskeya Herald*, Haitian publications; and *The Voice*, a publication for disabled people. The opening and closing dates of any open waiting list period will be advertised in advance. The waiting list ranking process will be conducted per the State of Florida laws.

A. Outreach to Very-Low Income Families

Efforts will be taken to ensure outreach to Miami-Dade County's eligible population providing information of all opportunities to apply for program assistance. In order to reach the widest eligible population, the agency may use special outreach in any of the following methods:

- 1) Notice to churches, synagogues, and other places of worship;
- 2) Notice to government offices including but not limited to Miami-Dade County regional libraries, Miami-Dade County Community Action Agency, Social Security Administration, State of Florida Department of Children and Families, Legal Services of Greater Miami, Inc., or other agencies designed to assist the low income community;
- 3) Notice to agencies that assist the elderly or disabled;
- 4) Announcement at public meetings; and
- 5) Any other methods deemed appropriate to increase the scope of outreach for eligible applicants.

B. Marketing and informational materials will:

- 1) Comply with Fair Housing Act requirements on and the regulations promulgated by HUD wording, logo, etc.;
- 2) Describe the application process, waiting list and any preference structure accurately;
- 3) Use clear and easy to understand terms and distribute in more than English-language print media;
- 4) Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/504/ADA-adaptable units are offered to applicants who need their features;
- 5) Make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- 6) Be clear about PHCD's responsibility to provide reasonable accommodations to people with disabilities.

**2.2 Waiting List Management**

- A. PHCD manages two (2) main Section 8 programs, and separate waiting lists have been established for each of them:
- 1) The Housing Choice Voucher (HCV) Waiting List, and
  - 2) The Moderate Rehabilitation Waiting List.

These waiting lists are administered by the Intake Unit of the Section 8 Housing Choice Voucher Division.

B. Other Housing Programs

- 1) The Public Housing Program (Project-Based) maintains one (1) waiting list for applicants to all public housing developments, including for the County-owned Assisted Living Facility and Mixed Finance Developments.
- 2) The Section 8 New Construction developments are County-owned and privately managed. The management agents will be responsible for managing their own waiting lists.
- 3) Homeless Pilot Program: In an effort to address the risk of homelessness, PHCD will collaborate with the Miami-Dade County Homeless Trust (Homeless Trust) by implementing a pilot program and waiting list for referrals of persons transitioning out of a shelter, transitional housing program, rapid re-housing program or permanent supportive housing. The program will initially be limited to a maximum availability of 25 Public Housing units that may be expanded if the program is successful. The Homeless Trust will verify the individual's or family's homelessness before referring them as applicants to this program.
- 4) Mixed Finance Developments: PHCD has entered entered and will continue to into a Memoranda of Understanding (MOU) with the Homeless Trust to refer individuals to a waiting list for Special Needs Households. Pursuant to the MOU, if the Homeless Trust does not refer any individuals within 14 business days of notification of the availability of units, PHCD may select applicants from the Public Housing Waiting List.

**2.3 Opening, Closing and Updating of the Waiting List**

A. Timing

- 1) PHCD may elect to open the waiting list periodically or if there are insufficient applicants for a particular housing program, bedroom size, or unit type (e.g., general occupancy, elderly designated buildings).
- 2) The beginning and ending dates of the waiting list's open registration period will be advertised in the local newspapers through a public notice, as described in Section 2.1 of this Chapter, for the purpose of reaching all segments of the community and providing advance notice.
- 3) The registration period shall remain open for at least five (5) business days.

B. Submission of Applications

- 1) People interested in applying for the programs offered by PHCD may do so during open registration periods.
- 2) PHCD may limit the number of applications to be placed on the waiting list, based on funding availability, PHCD's projections of ready units, and other relevant data.
- 3) Applications will be available on-line through the internet during the open registration period at [www.miamidade.gov/housing](http://www.miamidade.gov/housing). Assistance with the online submission of applications may be available at advertised locations.
- 4) At the time of application, the head of household of the family must be 18 years of age or older, or have been emancipated by a court of competent jurisdiction.
- 5) PHCD's application for admission may request the following information: family composition, income, social security numbers, immigration status, race, ethnicity, date of birth, and other applicable information.



- 6) Only one application is allowed per family, including head of household and family members. An application will be considered as long as it does not replicate the family composition in another application.

C. Position on the Waiting List

- 1) Applications accepted will be randomly sorted by an electronic system for assignment of a ranking number. This process is certified by an independent auditor.
- 2) Placement on the waiting list does not indicate that the applicant is eligible for admission or that the applicant will receive a housing offer, if applicable.

D. Movement on the Waiting List

- 1) Each applicant family moves up the waiting list in ranking number sequence and based on applicable local preference and type and size of unit required as applicable.
- 2) When an applicant reaches the top of the waiting list, the applicant's information will be verified, including applicable preference, to determine applicant's eligibility. An applicant failing to provide applicable verification of local preference will not be eligible for that preference and will be restored to the general waiting list.
- 3) Making Housing Offers to Eligible Applicants for Moderate Rehabilitation and Project Based Voucher Programs.

To ensure equal opportunity and nondiscrimination on grounds of race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, ancestry, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income, the following procedures will be used to make unit offers.

- a. Eligible applicants will receive a housing offer letter for the next available unit. Such an offer does not guarantee the availability of the unit.
- b. If an applicant accepts one (1) of the units offered during the offer period, but the unit was assigned to another applicant based on the date and time of the acceptance response, they will receive additional offers.
- c. Any applicant who refuses an offer shall be removed from the waiting list except if the applicant demonstrates good cause (as defined in Section 31.3 of this Administrative Plan and Attachment A - Definitions) for rejecting the offer.

E. Changes to Family or Household Composition

Changes to the family composition shall be considered and documented at the time the changes below occur.

1) Addition to the Family Composition

Requests for additions to the family composition are to be made in writing by the head of household and are restricted to:

- a. Spouses, co-heads, or domestic partners (see definition of Family in Attachment A of this Administrative Plan), children born to, adopted, or otherwise granted custody by operation of law, including foster children.

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- i. PHCD will require documentation that the head of household has authorization to include a minor as part of the household.
    - ii. Documentation can include but is not limited to court documents, pre-need guardian, school records, parent or custodian's written consent, other state and federal public assistance documentation, or power of attorney.
  - b. Immediate relatives (sons, daughters, brothers, sisters, parents, grandparents and grandchildren), may be added for humanitarian and extraordinary reasons, including reasonable accommodation for a family member on a case-by-case basis and approved by the division director or designee.
- 2) Removals from the Family Composition:
  - a. Any adult family member, including the head of household, requesting to be removed from the family composition must provide a notarized statement agreeing to the removal, signed by the adult family member, and the head of household.
    - The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. PHCD may request additional documentation to verify the permanent relocation of the family member requesting removal.
    - If the adult family member is unable to provide the notarized statement agreeing to the removal from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and provide supporting documentation, if available (e.g., death certificate, jail order).
  - b. For removal of minors, the head of household must provide a signed notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old), showing the new address.
  - c. As an alternative to the notarized statement, a written statement may be provided, which must be signed by the adult family member being removed upon identification, the head of household, and witnessed by the PHCD representative.
  - d. Notwithstanding the foregoing, a notarized statement will not be required of an adult family member who has violated the terms of the Section 8 Program and as a result must be removed from the household in lieu of terminating assistance for all members of the household. Examples include a member of the household who has engaged in domestic violence, dating violence or stalking.



3) Addition to the Household Composition

a. Live-in Aides

1. PHCD must approve a live-in aide, if needed as a reasonable accommodation request, to make the program accessible to and usable by the head of household or family member with a disability. For the Live-In Aide Request and Verification forms, refer to the Attachment C of this Administrative Plan, Reasonable Accommodation Policies and Procedures.
2. A live-in aide is a household member not a family member. The income of the live-in aide is not counted as part of the family's annual income.
3. Any individual selected by the family member with a disability to the live-in aide must comply with the following criteria:
  - (a) The physician verifying the need for a live-in aide must also verify the live-in aide is qualified to provide the appropriate services.
  - (b) The live-in aide must live in the unit solely to care for the disabled individual.
  - (c) The live-in aide does not qualify for continued occupancy as a remaining family member and does not have any rights to the unit.
  - (d) The live-in aide must not have been part of the household prior to receiving housing assistance or thereafter.
  - (e) The live-in aide, head of household and family members must maintain separate finances.
4. The live-in aide must provide proof of current residency.
5. The live-in aide must provide required documentation.
6. The head of household and the live-in aide must sign the Live-in Aide Certification initially and annually (as part of the annual reexamination of the family).
7. The head of household and live-in aide must sign a Live-In Aide Agreement, which shall become part of the addendum to the participant's lease (for Live-In Aide Agreement form, refer to Attachment C of this Administrative Plan, Reasonable Accommodation Policies and Procedures).
8. The live-in aide must agree to move-out of the unit should the family member requiring assistance, for whatever reason, no longer resides in the unit or passes away. In such circumstances, PHCD provides notice for the live-in aide to vacate the premises within 14 days. Upon termination of the live-in aide services for any other reason, the live-in aide shall vacate the unit within 24 hours.
9. Under extraordinary circumstances, upon approval of the PHCD, relatives satisfying the definition of a live-in aide wanting to have remaining family status may be added to the family composition as a family member and not as a live-in aide. In such case, the relative's income will be part of the family's annual income.
10. An eligible live-in aide may be granted up to one (1) additional bedroom in accordance with the occupancy guidelines or standards.

11. The live-in aide must provide the following documents as part of the admission process:
  - Proof of identity
  - Verification of birth date
  - Social security number
  - Proof of current residency
  - Other documents as may be required by HUD
12. The live-in aide will be asked to sign forms which include but is not limited to the following:
  - *Authorization to Check Information*
  - *Authorization to Obtain Criminal Background*
  - *Authorization for the Release of Information/ Privacy Act Notice (Form HUD-9886)*
  - *Debts Owed to Public Housing Agencies and Terminations (Form HUD-5267)*
  - *What You Should Know About EIV (HUD Form)*
  - *Live-In Aide Certification*
  - *Live-in Aide Agreement* – completed only upon approval of the Live-in Aide
13. PHCD will verify the information of the live-in aide through EIV for double subsidy and debt owed to another housing authority or program, or whether a prior termination has been cleared.
14. The live-in aide individual may be denied for the following reasons:
  - Failed to provide or sign required documentation to complete the admission process and/or failed to sign the *Live-in Aide Certification* or *Live-in Aide Agreement* forms.
  - Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - Has been living in the subsidized unit as an unauthorized occupant/boarder.
  - Has engaged in criminal activities as detailed in Section 2.7.
  - Owes rent or other amounts to the public housing agency (PHA) in connection with Section 8 or public housing assistance.

E. Removal of Applicants from the Waiting List

The following shall constitute reasons for removal of an applicant from the waiting list:

- 1) The head of household must have the capacity under state and local law to enter into a legally binding lease agreement, where the participant is bound by the terms of the lease, otherwise, the family will be removed from the waiting list.
- 2) The applicant family requests to be removed from the waiting list.
- 3) Applicant families whose mail is returned by the post office or who does not respond to notices of scheduled appointments or to correspondence, will be removed from the waiting list. Applicant families removed for these reasons from the waiting list are provided with the right to request an informal review in accordance with Section 29.2, Applicant Reviews.
- 4) Applicant families determined ineligible for housing assistance will be notified in writing, including the reason for the determination. Ineligible applicants shall be provided an opportunity to request an informal review, if requested within 30 days of the notice.
- 5) If the applicant family fails to respond to a housing offer or refuses the housing offer, the applicant family will be removed from the waiting list, notified in writing and provided an opportunity for an informal review, if requested within 30 days of the notice.



- 6) All rejected applicants are entitled to a written explanation of the reason for their rejection and may request an informal review. At the informal review, rejected applicants may present reasons why they should be reinstated to the waiting list.
- 7) Applicants, whose applications are withdrawn or rejected may reapply for housing when the waiting list is opened.

F. Reinstatement to the Waiting List

- 1) Reasonable Accommodations  
Applicant families who refused the housing offer due to a disability may request a reasonable accommodation in accordance with the Reasonable Accommodation Policies and Procedures (Appendix IV of this ACOP). Upon approval of the reasonable accommodation request, the applicant family shall be returned to the applicant's former waiting list position.
- 2) Informal Reviews  
If the Hearing Officer overturns the PHCD decision to remove the applicant family from the waiting list, the applicant family shall be returned to the applicant's former waiting list position.

G. Closing the Waiting List

- 1) PHCD may elect to dissolve the waiting list periodically or as needed. Notwithstanding the dissolution of the waiting list, applicants who were selected from the waiting list and are pending a voucher issuance or an offer of a housing unit, will continue to be processed by PHCD.
- 2) The applicant family will not be offered a unit under the dissolved waiting list under the following circumstances:
  - The applicant family that was selected for initial interview and did not attend.
  - The applicant family refused a housing offer without good cause (see Attachment A – Definitions of this Administrative Plan).

**2.4 Processing Applications for Admission**

All applicants will certify that the information provided in the application is true and accurate. All information provided will be verified as part of the eligibility process.

A. Applications are nontransferable, except under the following circumstances:

- 1) In case of dissolution of marriage or family disputes, PHCD will abide the court's determination on whom shall assume the head of household on the application.
- 2) If the head of household is deceased prior to or during the application process, one of the remaining adult family members on the application will automatically become the head of household, provided such person meets all eligibility requirements. In circumstances where there is more than one (1) surviving adult family member, the family shall determine which surviving family member should be head of household as long as they are part of the original application. PHCD shall not make the determination nor create more than one (1) application.
- 3) If the head of household is deceased and the remaining family members are minors, the person granted legal custody of such children will become the head of household and is

entitled to the original application and ranking number, provided such person meets all eligibility requirements.

- 4) In addition to the desires of the family, PHCD will consider the interest of disabled or elderly family members and any instance of actual threatened physical violence.

### **2.5 Administering the Applicant Waiting List**

Applications for admission will be processed centrally. Initial intake, screening, and voucher issuance will be made by the PHCD.

### **2.6 Qualifying for Admission**

- A. An applicant is qualified if they meet all of the following criteria:
  1. Is a family, as defined in the Attachment A of this Administrative Plan;
  2. Meets HUD requirements on citizenship or immigration status, as described in item C below;
  3. Is within HUD's established income limits for new applicants or continually assisted tenants;
  4. Provides documentation of Social Security numbers for all family members, except for those individuals who do not contend that they have eligible immigration status;
  5. Provides documentation validating identity of each adult or emancipated minor; and
  6. Meets the Applicant Selection Criteria
- B. PHCD does not inquire into an applicant's criminal history on an application or interview and does not require applicants to disclose on the application facts or details of conviction history or arrests. However, PHCD performs criminal background screening in its admission and continued occupancy processes in accordance with this policy.
- C. Citizenship or Eligible Immigration Status

In order to determine family's eligibility for full assistance or prorated assistance, PHCD is required to verify the citizenship and/or immigration status of each individual family member, unless they state they do not contend that they have eligible immigration status. Details of the requirements are described below:

1. There are four (4) categories of citizenship/immigration status:
  - a. Eligible citizen
  - b. Eligible noncitizen
  - c. Ineligible noncitizen
  - d. Pending verification
2. The *Declaration of Citizenship or Eligible Immigration Status Certification and Verification Consent, Acknowledgement Receipt of Notice of Section 214 Requirements* form must be signed by all family members (or by parent or guardian if family member is a minor). Documents to verify citizenship or immigration status may be required as indicated below.
3. A citizen/national may submit one of the following documents:
  - U.S. Passport
  - U.S. Birth Certificate
  - Puerto Rican Birth Certificate (will only be accepted if issued after July 1, 2010)
  - Certificate of Citizenship
  - Naturalization Certificate
  - Voter's Registration
  - Other documents as may be required by HUD



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4. A noncitizen eligible immigrant must have permanent residence, refugee or asylee status to be eligible for full assistance. Acceptable document of eligible immigration status for noncitizens is one of the following documents:
  - a. Permanent residents: Permanent Resident Card (Form I-551), also known as the "Green Card".
  - b. Asylees: Asylum Approval Notice, Employment Authorization Document (EAD), or Arrival-Departure Record (Form I-94), along with government-issued ID card with photo.
  - c. Refugees: Refugee Approval Notice or Employment Authorization Document (EAD).
  - d. For non-citizens 62 years of age and older receiving assistance under a covered program on September 30, 1996 or applying for assistance after that date, a signed declaration of eligible immigration status and proof of age is required.
5. Documents must be current and unexpired.
6. Declaration of Ineligible Immigration Status: An individual may admit to having an ineligible immigration status. The family must identify in writing which family member does not contend to have eligible immigration status.
7. A mixed family is composed of both eligible and ineligible members. A mixed family may be qualified for continued assistance if it meets all of the following conditions:
  - The family was receiving assistance under a Section 214 covered program on June 19, 1995, which is when the Noncitizens rule became effective.
  - As long as one (1) family member is either a citizen or eligible noncitizen, the family may qualify as a "mixed family" and the housing assistance must be prorated based on the family members who are either citizens or eligible immigrants, which means they will pay a higher rent than they would if all family members were either citizens or eligible (24 CFR § 5.508).
  - The family does not include any person without eligible immigration status other than the head of household, spouse, co-head, and parents or children of the head, spouse, or co-head. A family granted continued assistance before November 29, 1996 is entitled to receive non-prorated assistance. A family granted assistance after November 29, 1996 must receive prorated assistance (24 CFR § 5.518(a) (2)).
  - A single member household without eligible citizenship or immigration status is not eligible for assistance and may not be admitted into the assisted housing program.
8. Documentation proving citizenship or eligible immigration status must be provided to PHCD within ten (10) business days. PHCD may extend the submission period, which shall not exceed 30 days.
9. Family members that are ineligible noncitizens are required to submit evidence of changes in immigration status while, receiving prorated assisted under the program.
10. PHCD shall verify with the United States Department of Homeland Security (DHS) through primary, and if necessary, secondary verifications of the immigration status for each family member as follows:

- a. Primary Verification: The DHS System Alien Verification of Entitlements (SAVE) system provides automated immigration status. This must be done as part of the applicant eligibility process or additions to households.
  - b. Secondary Verification: If primary verification is unsuccessful and the family member has disclosed eligible immigration status and presents valid immigration documents, a secondary verification must immediately be done. This consists of mailing a DHS form with copies of the immigration documents.
11. Pending Verification of immigration status: When the primary or secondary verification of immigration status that was timely submitted has not been received. Also, when an appeal by the individual with DHS is pending.
  12. Once the applicant or participant has provided the immigration documents, PHCD may not deny, delay or terminate assistance solely on the basis that the primary or secondary verification of the immigration status has not been completed.
  13. In circumstances where DHS has not verified eligibility, the family will be provided with a written notice that shall include:
    - a. That the family has a right to request an appeal to DHS of the results of the verification of immigration status;
    - b. That the family has the right to request an informal review/hearing with PHCD upon completion of the DHS appeal. Such hearing shall be held in accordance with hearing procedures in Chapter 29 of this Administrative Plan;
    - c. That housing assistance may not be denied or terminated until the conclusion of the DHS or PHCD appeal process; and
    - d. Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ration of assistance).

D. Income Limit Requirements

1. The applicant family or individual must meet income requirements and PHCD must attempt to target 75 percent of new Section 8 program admissions to the Extremely Low Income (see Attachment A- Definitions) category. The current income limits table is available on PHCD's website located at: <http://www.miamidade.gov/housing/income-limits.asp>

The family is eligible if their annual income is at, or below, the income limit set for Very Low Income Families. This income limit is based upon 50% of the median income for the area.

The family is eligible if their annual income is between 51-80% of the median income, or Low Income, for the area and if any of the following categories apply:

- a. Families "continuously assisted in Public, Indian, Section 23 or Section 8 Housing.
  - b. Families physically displaced by rental rehabilitation
  - c. Non-purchasing tenants of certain homeownership programs
  - d. Tenants displaced from certain Section 221 and 236 projects
  - e. Low income families residing in certain HUD-owned projects (these families are eligible for a Certificate only)
2. HUD may authorize Section 8 assistance for specific uses. Under these circumstances, assistance could be provided to families with low incomes, meaning anticipated annual income between 51-80% of the median income for the area (24 CFR § 982.203(a)(b)).



3. The PHCD examines the current family income and projects it forward for the next twelve months to calculate anticipated annual income. A period of less than twelve months may be used if the income source is temporary, seasonal or not likely to recur in the next twelve months. No deductions or allowances are subtracted from the total annual income in determining the family's eligibility for the program.
4. The income limit restrictions do not apply to a family already being assisted. The family will not be required to leave the program if their income exceeds the current income limit.
5. In determining the income eligibility of a student at an institution of higher learning who is under age 24, the income eligibility of the parent(s) of the student may also have to be determined (24 CFR § 5.612(g)).

E. Mandatory Social Security Numbers

Effective January 31, 2010, all members of the household, except those **that do not contend eligible immigration status**, must provide appropriate documentation of their Social Security Number (SSN) before the household member is admitted into the program.

PHCD included in this Administrative Plan the provisions published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding SSN.

1. Disclosure requirement for applicants

At the time applicant's eligibility is determined, each applicant must submit: a) the complete and accurate SSN for each member of the applicant's household, and b) the required documentation to verify each SSN.

If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain their place on the waiting list for the program, but cannot become a program participant until the required documents to confirm the SSN is provided, unless the following condition applies:

- If a child under the age of six (6) has not been assigned a SSN and is being added to the application within six (6) months of voucher issuance, the applicant family may provide the complete and accurate SSN and required verification within 90 calendar days of the effective date of the Housing Assistance Payment (HAP) contract. PHCD must grant an extension of one additional 90-day period if PHCD determines that the resident's failure to comply was due to unforeseen circumstances or circumstances outside the control of the applicant

2. Disclosure requirement for program participants

- a. Initial Disclosure: Each participant whose initial determination of eligibility began before January 31, 2010, except for those age 62 or older as of January 31, 2010, must submit a complete and accurate SSN and documentation to verify the SSN at the next interim or regularly scheduled reexamination if the participant has:
  - 1) Not previously disclosed a SSN to PHCD; or
  - 2) Previously disclosed a SSN that HUD or Social Security Administration (SSA) determined was invalid; or
  - 3) Been issued a new SSN.

b. Subsequent Disclosure:

The complete and accurate SSN and verification is required for a new adult member regardless of age that has an assigned SSN at the time of request, at the time of processing the addition to household, or at the next interim or annual reexamination.

If a child under the age of six (6) and has not been assigned a SSN, the head of household will be required to provide the complete and accurate SSN and verification within 90 calendar days of the child being added to the household.

3. Verification of SSNs

Applicants and participants must submit one of the following documents to confirm their SSN:

- a. A valid SSN card issued by SSA, or
- b. An original document from a federal or state government agency that contains the individual's name and SSN, along with identifying information of the individual (i.e. address, date of birth, etc.).

Referral sources for applicants and participants who need to request SSN or obtain information are available at [www.socialsecurity.gov](http://www.socialsecurity.gov) or 1-800- 772-1213.

4. Time frame to submit documents to confirm the SSN

- a. Applicants: Applicants may be given up to 90 days, or 120 days for applicants 62 years or older, to submit documents confirming each household member's SSN.
- b. Program Participants: Next annual or interim reexamination or within 90 days of request date, or 120 days for participants 62 years or older.
- c. PHCD may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

5. Penalties for failing to disclose and verify SSN

- a. Applicants: PHCD must deny the eligibility of an applicant if the applicant does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by PHCD to provide documentation in subsection (4) above.
- b. Program participants: PHCD must terminate the assistance or the tenancy, or both, of a participant if the participant does not meet the applicable SSN disclosure, documentation and verification requirements.

F. Verification of Identity

a. Ineligible Immigration Status

Adult or emancipated minor applicants that have an ineligible immigration status will be required to confirm their identity providing any of the following documents:

- Foreign passport
- Foreign driver's license
- Foreign birth Certificate
- Identification card issued in US



- Foreign military identification card
- Other documents as may be required by HUD

b. Citizens or Eligible Immigration Status

Required documentation validating the identity of each adult or emancipated minor having citizenship or eligible immigration status:

- State issued driver's license (current and unexpired), or
- State issued identification card (issued within the last ten years)
- U.S. passport (current and unexpired)
- US issued immigration verification documents that contain a picture of individual (issued within the last ten (10) years)
- Military identification card
- Other documents as may be required by HUD

G. Legal Capacity

The head of household of the family must be 18 years of age or older at the time of application, or have been emancipated by a court of competent jurisdiction, otherwise the family will be removed from the waiting list. The head of household must have the capacity under state and local law to enter into a legally binding lease agreement, where the tenant is bound by the terms of the lease.

**2.7 Denial of Assistance**

PHCD will use local and national databases to perform criminal background checks (not including juvenile records) and sex offender registration checks for applicants and additions to households who are 18 years of age and older. PHCD will conduct such checks on household members who are younger than 18 years, only if they are being tried as adults for certain criminal offenses.

- A nationwide criminal background and sex offender registration check will be performed. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov) (PIH Notice 2012-28).
- Prior to conducting any criminal and sex offender registration background checks, household members over 18 years of age (including the live-in aide), must sign the *Consent Form Authorizing Miami-Dade Public Housing to Obtain Criminal Background Records*. The custodial parent may sign the required form on behalf of a minor. PHCD will conduct criminal and sex offender checks on household members who are younger than 18 years only if they are being tried as adults for certain criminal offenses.

PHCD may deny assistance on the following grounds:

A. Eviction or Termination from Federally Assisted Housing

PHCD shall deny assistance if any household member has been evicted from subsidized housing or experienced involuntary termination from residential assistance programs (taking into account date and circumstances) for a period of five (5) years from the end of participation.

B. Failure to Meet Financial Obligations

Assistance may be denied for a period of five (5) years for failing financial obligations in subsidized housing (e.g. monies owed, paying rent and utilities) or in the following circumstances unless the family can provide proof of debt cancellation or reversal of the adverse termination within up to 45 calendar days of notice. If the applicant had difficulty meeting financial obligations, PHCD may consider mitigating circumstances.

1. If an applicant or any member of the applicant family currently owes rent or other amounts to PHCD or any other housing agency in connection with Section 8 or public housing assistance under the United States Housing Act and applicable federal regulations, or if any applicant who previously lived in public housing or an assisted unit vacated leaving an unpaid balance, then the applicant will not be offered assistance until the outstanding balance is paid in full.
2. If the applicant or any member of the applicant family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
3. If the applicant or any member of the applicant family breaches an agreement with any housing agency to pay amounts owed to the housing agency, or amounts paid to an owner by the housing agency.

C. Abusive Behavior

If within five (5) years of eligibility determination an applicant or any member of the applicant family has engaged in physical or verbal abuse, or threatened abusive or violent behavior, that may include, the use, attempted use, or threatened use of physical force, toward PHCD personnel or any County personnel or official, then the application may be denied. Applicants denied housing due to abusive behavior must be reviewed and approved by the Director of the Contract Administration Division.

D. Criminal Activity

PHCD's goal is to assist ex-offenders in gaining access to one of the most fundamental building blocks of a stable life, a place to live. However, criminal background checks are performed at admission to determine eligibility.

PHCD is committed to seek a balance between allowing ex-offenders to reunite with their families that live in subsidized housing, and at the same time, ensuring the safety of all participants of its programs.

1. PHCD may deny admission when the screening process shows a conviction (see Attachment A – Definitions) for engaging in criminal activity, and history of inability to comply with the terms of previous leases, as verified by previous landlords or other entities. However, PHCD may consider mitigating circumstances.
2. In its decision to deny assistance, and prior to sending the denial notice, PHCD shall conduct an individualized assessment considering the following:
  - the seriousness of the case, especially as it affects the health and safety of other residents;
  - the effect of denial of assistance on other family members who were not involved in the action or failure to act;
  - the level of violence, if any, of the criminal activity for which the applicant or resident was convicted;
  - the length of time since the conviction;
  - the number of convictions that appears on the applicant or resident's criminal history;
  - the possibility of the applicant or resident being rendered homeless; and
  - the rehabilitation efforts taken by applicant or resident after conviction or released from prison.

PHCD, if it admits such a family to the program, may impose as a condition of assistance, the requirement that family members (other than the head of household) who participated in or were



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culpable for the action or failure to act will not reside in the assisted unit, upon approval of PHCD or hearing officer.

3. Open cases shall be held pending final disposition. Upon a disposition from the court, PHCD shall either recommend denial or termination of assistance or take no action based on the outcome.
4. Pursuant to PIH Notice 2015-19, an arrest is not evidence of criminal activity that can support an adverse admission, termination or eviction decision. As such, an arrest where the disposition of the criminal charges are voided, invalidated, rendered inoperative, dropped, nolle prossed, dismissed pursuant to successfully completion of a diversion or a deferral of judgment program, no action, or other resolution that does not involve an admission of guilt or where the applicant is found not guilty or acquitted, may not result in denied assistance.
5. However, PHCD may deny assistance based on the conduct underlying the arrest, only if the conduct indicates the individual is not suitable for tenancy. If the conduct causing the arrest indicates the individual is not suitable for tenancy, PHCD may gather sufficient evidence to support an adverse admission, termination, or eviction decision.
  - a) The evidence may consist of the police report associated with the arrest and consider the reported circumstances of the arrest. PHCD may also consider any statements made by witnesses, not included in the police report and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.
6. PHCD may permanently deny assistance for convictions related to the following:
  - a) Methamphetamine manufacturers on premises of federally assisted housing.
  - b) Sex offenders subject to a lifetime registration under a state sex offender registration program. In searching for sex offenders, PHCD will perform background checks nationwide. The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov) (PIH Notice 2012-28).
  - c) Felonious violent criminal activities, including but not limited to murder, arson, aggravated felony battery and sex-related crimes not subject to lifetime registration under a state sex offender registration program.
7. For non-permanent criminal activities, PHCD shall consider criminal convictions within the last five (5) years and for misdemeanors within the last three (3) years, unless exempt by County Ordinance 15-47 (see item 8 below). The lookback period starts from the date of conviction.
8. PHCD may not deny or terminate housing due to misdemeanors considered civil violations according to County Ordinance 15-47, listed below:
  - Litter
  - Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Bakery Containers
  - Trespass on Property Other than Structure or Conveyance Retail Theft by Removal of a Shopping Cart
  - Loitering or Prowling
  - Possession of Cannabis in an amount of 20 grams or less
  - Possession of Drug Paraphernalia
9. After conducting an individualized assessment, PHCD may deny assistance, if the applicant has been convicted for the following criminal activities:

- a) Drug-related activities, including, but not limited to, eviction or termination from federally assisted housing due to drug activity. Drug-related activities means illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
- b) Violent criminal activities which shall include any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.
- c) Non-violent criminal activities that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Examples are crimes that involve disturbing the peace, crimes against property such as burglary, larceny and robbery, and crimes that impose a financial cost such as vandalism, bribery and fraud, including fraud in connection with federally assisted housing.
- d) Alcohol abuse or pattern of abuse, if PHCD has reasonable cause to believe that the person's abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- e) In determining denial of assistance related to drug or alcohol abuse, PHCD must take into consideration: Evidence of drug or alcohol rehabilitation, as indicated under Mitigating Circumstances below, and if the drug or alcohol abuse is related to a disability, as determined by PHCD's ADA Coordinator.
- f) PHCD shall not consider any additional restrictions for eligibility of housing assistance due to criminal activities not required by federal law, regulations, and this policy.

E. Notification of Proposed Rejection

PHCD must notify the household of the proposed rejection, the reason for the denial of admission, and provide an opportunity to dispute the accuracy and relevance of the record. If the denial is because of criminal background, PHCD must provide the household member with copy of the criminal records. Criminal records (not including juvenile records) for minors convicted as adults available to PHCD by operation of law will be released to the head of household, parent or legal guardian of the minor, upon request. Refer to Section 29.2 – *Applicants Review*.

F. Other Non-criminal Activities:

Assistance will be denied for a period of five (5) years for inability to comply with the lease terms (e.g., record of disturbance of neighbors, destruction of property, living and housekeeping habits) that may adversely affect the health, safety or welfare of other tenants or cause damage to the unit or property.

G. Veterans Assisted Supportive Housing (VASH) Program

Applicants for the VASH program are only screened for income and sex offenders subject to a lifetime registration under nationwide sex offender registration programs. Additions to households must meet regular eligibility criteria prior to being added as household members.

**2.8 Mitigating Circumstances for Applicants and Tenants**

- A. Mitigating circumstances are facts relating to negative rental history or behavior, that, when verified, indicate that the reason for the unsuitable rental history or behavior is no longer in effect or is under control, justifying admission or continued assistance. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.



- B. The factors below will be taken into consideration when reviewing the conviction(s) for engaging in criminal activities. These factors are not the only allowable mitigating circumstances. The PHCD will consider other mitigating circumstances as appropriate. Providing documentation of mitigating circumstances as described below is the responsibility of the family. It is incumbent upon the family to provide documentation, evidence and any and all other third party proof at any time, including but not limited, to the investigation interviews, appointments with the PHCD staff, at the time of the informal review or within the time limit set by the hearing officer to provide substantiating information challenging the recommendation to deny assistance.

1. Removal of Family Member

The applicant or tenant may request removal of the offending family member from the family composition and the family member may not remain on the application nor reside in the Housing Choice Voucher unit in order for the family to be assisted in the program.

If the offending family member(s) is not removed, then the entire family shall be recommended for denial of assistance from the Program. In circumstances where the offending family member is the head of household, the entire family shall be recommended for denial of assistance from the Program. See Section 5.2 for additional details on removal of family members.

Depending on the seriousness of the offense, PHCD may consider to reinstate the removed offender family member, if they are able to establish that they have been rehabilitated (i.e., drug or alcohol rehabilitation program).

2. Non-Violent Charges Involving Firearms

Charges limited to the specific crime of illegal possession or unlawful display of firearm shall not constitute a violation.

3. Violation of Peaceful Enjoyment

The PHCD may consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the head of household or household member(s) in the offending activity and the extent to which the head of household or household member(s) has shown personal responsibility to prevent or mitigate the offending action. Upon determination by the hearing officer or the PHCD may require a family to exclude a household member in order to receive housing assistance, where that household member has participated in or been culpable for the action or failure to act that warrants denial of assistance.

4. Substance Abuse Rehabilitation

Upon determination by the hearing officer, or the PHCD, whether to recommend denial of assistance for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, may consider whether such household member was remanded by the court and is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the PHCD shall require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

5. Domestic Violence

Upon request, other documents may be submitted in lieu of HUD form 50066, or in addition to the certification form. The PHCD or its authorized contractor will allow the perpetrator of the domestic violence, dating violence, or stalking to be removed from the household at the request of the family member who is the victim. See Section 2.14 – Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking and the Attachment of Definitions to this Plan for additional details.

C. Examples of mitigating circumstances may include:

1. Evidence of successful rehabilitation. The household member who engaged in the criminal activity successfully completed a diversion or deferral of judgment program; or has successfully completed a supervised drug or alcohol rehabilitation program verified by PHCD;
2. Circumstances leading to the eviction or criminal activity no longer exist (for example, the criminal household member has died or is imprisoned);
3. Evidence of the family's participation in social service or other appropriate counseling service; or
4. Evidence of successful and sustained modification of previous disqualifying behavior.

D. Consideration of mitigating circumstances does not guarantee that the family will qualify for admission or continued assistance. The PHCD will consider such circumstances in light of:

1. The ability to provide documentation/evidence to verify the mitigating circumstances and prospects for improved future behavior;
2. The overall performance with respect to all the screening requirements; and
3. The nature and seriousness of the criminal activity, especially drug related and criminal activity that appears in the applicant's or resident's record.

E. If negative information is received about an applicant or tenant, the PHCD shall consider the time, nature, and extent of the applicant's or tenant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

F. If the applicant or tenant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, PHCD shall evaluate the evidence and verify the mitigating circumstance. PHCD shall also have the right to request further information to verify the mitigating circumstance. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation (see PHCD's Reasonable Accommodation Policies and Procedures document under Attachment C of this Plan), which will be used by the PHCD as the source document to process reasonable accommodation requests for persons with disabilities.

G. Ineligibility due to an ongoing open criminal case cannot be appealed and an informal hearing will not be scheduled until final disposition (closure of the case), unless the household member with the criminal case is removed from the application.

**2.9 Qualified and Unqualified Applicants**

Verified information will be analyzed and a determination made with respect to:



- A. Eligibility of the applicant as a family;
- B. Eligibility of the applicant with respect to income limits for admission;
- C. Eligibility of the applicant with respect to citizenship or eligible immigration status;
- D. Unit size required for and selected by the family; and
- E. Qualification of the applicant with respect to the selection criteria.

Qualified families will be notified by the PHCD of the approximate date of admission insofar as that date can be determined; however, the date stated by the PHCD is an estimate and does not guarantee that applicants can expect to be housed by that date.

Applicants who do not respond within 30 days to a notice of ineligibility to receive program benefits, or a notice to come in for processing, or do not cooperate with PHCD in providing all required information, will be notified in writing that they will be removed from the waiting list, as applicable, unless they request an informal review by contacting PHCD in writing within 30 days of the notice. If an applicant does not respond because of the family member's disability, the PHCD will review and recommend whether to reinstate the applicant to the family's former position on the waiting list in accordance with the PHCD's Reasonable Accommodation Policies and Procedure (Attachment C of this plan).

The applicant shall be provided an opportunity for an informal review if requested within 30 days of the notice.

In the event that an applicant's hearing does not occur prior to the dissolution of the existing waiting lists, no hearing will be afforded to the applicant because the relief upon which they have appealed (i.e., to be reinstated) cannot be legally provided by the PHCD.

Eligible applicants, who are known to have a disability, but fail to meet the applicant selection criteria in this chapter, will be offered an opportunity to submit documentation in support of their claims that mitigating circumstances related to disabilities or reasonable accommodations would make it possible for them to be housed in accordance with the screening procedures. PHCD will review such claims in accordance with PHCD's Reasonable Accommodation Policies and Procedure (Attachment C of this plan).

## **2.10 The Applicant Selection System**

Several factors may affect how applicants are selected. These factors are described below:

### **A. Section 8 Programs**

The number of applicants selected will be based on the availability of assistance. The HUD funding levels are generally not sufficient to fund all allocated vouchers. A family at the top of any of the waiting lists may not be skipped over for a smaller family, but will be admitted when sufficient funds are available to subsidize the unit selected by the family within the allowable occupancy limits.

### **B. Income Targeting**

The PHCD will comply with USHUD income targeting requirements indicated below or as may be amended by HUD. At least 75% of families initially provided tenant-based assistance in any fiscal year shall be families whose incomes do not exceed 30% of the area median income as established by HUD. This income targeting requirement does not apply to:

1. Low-income families "continuously assisted" (as defined in Section 2.6(D) of this Chapter);
2. Low-income or moderate-income families entitled to preservation assistance as a result of a mortgage prepayment or opt-out; and
3. Moderate Rehabilitation Program: This program requires all new admissions not to exceed the very low-income threshold of 50 percent of area median income.

C. Disaster-Affected Families

Families who are Public Housing residents or Housing Choice Voucher holders from another jurisdiction and who are displaced due to national disasters will be housed over other waiting list placeholders, subject to HUD's approval. The PHCD may use existing available Public Housing units to assist either displaced Public Housing or voucher participants affected by the disaster. If the family arrives without any documentation, the PHCD will obtain the name and social security number of the Head of Household and verify current eligibility by calling the Real Estate Assessment Center (REAC) at 888-245-4860.

D. Special Purpose Vouchers (Refer to Chapter 3)

1. Veterans referred through the Veterans Assisted Supportive Housing (VASH).
2. Non-Elderly Disabled (NED) persons on the waiting list when designated NED or Mainstream Voucher becomes available,

**2.11 Interviews and Verification Process**

- A. As applicants approach the top of the waiting list, they will be contacted by mail and scheduled for an eligibility interview to commence their screening. If required, the applicant may be contacted to update information. Applications will be withdrawn if an applicant fails to attend a scheduled interview. PHCD will make an exception for those people with a disability requiring a reasonable accommodation as described in PHCD's Reasonable Accommodation Policy and Procedures.
- B. The following items will be verified to determine qualification for admission to PHCD prior to obtaining written consent authorizing a criminal background check:
  - Identify of each adult or emancipated minor household member
  - Family composition and type (elderly/disabled/near elderly /non-elderly);
  - Annual income;
  - Assets and asset income;
  - Deductions from income;
  - Social security numbers of all family members;
  - Applicant screening information; and
  - Citizenship or eligible immigration status.
  - Current landlord references
  - Debts owed to a public housing authority and termination of assisted housing through HUD's Enterprise Income Verification (EIV) system
  - Housing assistance (avoiding double subsidy) by a public housing agency through HUD's Enterprise Income Verification (EIV) system
  - Public Records (eviction history).
- C. The following item will be verified to complete the eligibility verification process after PHCD has first determined that the applicant and all other household members are legally eligible and qualified to rent under all other applicable requirements:



- Criminal Background check as detailed in Section 2.7.

D. Enterprise Income Verification (EIV) At Time of Admission

PHCD will verify information of each household member through EIV for:

1. **Double Subsidy:** If during the eligibility process, EIV shows that a family or any household member is receiving subsidy from another housing authority (i.e. shown as residing in another housing authority or program), the family or household member must show documentation of intent to vacate from the other housing authority or program before approval for admission. PHCD may provide up to 30 days for the family or household member to show proof of intent to vacate from the other housing or program. Assistance will be denied if the applicant or participant does not provide proof that they have moved from another housing authority or program before the expiration of the 30 days. A 30-day extension to show intent to vacate or termination of tenancy documentation may be provided in extenuating circumstances and upon good cause.
2. **Debt owed:** If the EIV information shows that a family or household member was a former PHCD tenant, left a debt after moving from another housing authority or program leaving a debt, or was terminated for adverse reason(s), the family will be responsible for clearing the debt or termination information within up to 45 calendar days. Assistance will be denied if the family cannot or does not provide proof of debt cancellation or reversal of the termination prior to the expiration of the 45 calendar days.
3. PHCD will verify through EIV whether the applicant is receiving or will potentially receive a double subsidy, has a debt owed to another housing authority or program, or whether a prior termination has not been cleared. The family has the right to dispute information obtained from EIV.

- E. Applicants reporting zero (0) income will be asked to complete the *Monthly Family Expense and Income Contribution* forms to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. They will also be asked to provide the source of income is for these expenses. The *Income Contribution* form is a certification signed by the person who provides the income contribution and must be notarized or witnessed by the PHCD representative upon identification of contributor.

F. Applicant Interview Process:

Each eligibility interview appointment letter must include a list of all the documents required by PHCD at the interview and the *Personal Declaration* form, or any other approved form for the same purpose.

1. To the greatest extent possible, eligibility interviews are conducted in privacy. Reasonable accommodations will be provided for people with disabilities who may require special services.
2. Original documents such as birth certificates, social security numbers, pay stubs, and receipts will be reviewed, photocopied and included in the applicant's file.
3. Applicants failing to submit the required documents at the time of the interview or being requested to provide additional documentation will be given a checklist of missing or needed documents and a final opportunity to provide the documents. Applicant will be notified by mail of a second and final appointment date. Applicants failing to provide the requested documents at their next appointment may be subject to denial of assistance.

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4. During the applicant's interviews, the eligibility interviewer will compare new information received with past information stated on the application. If any discrepancies have occurred, the applicant will be questioned and may be asked to submit additional documentation.
5. Any additional information or documentation specifically requested of the applicant at the eligibility interview must be provided within five (5) business days of the interview date unless an extension is granted.
6. The applicant family must complete all applicable information spaces on the *Personal Declaration* form. Misrepresentation of income, family composition or any other information affecting eligibility and selection criteria will result in the family being declared ineligible. In the event fraud is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility requirements at the time.
7. After PHCD has reviewed all information with the applicant at the time of the eligibility interview, all adult family members (see definition in Attachment A), are required to sign the necessary forms, such as the *Authorization to Release Information* form, prior to conducting background checks.

### G. Personal Declaration Form

The *Personal Declaration* is a personal statement of information required to evaluate the eligibility for selection of the applicant. Information required on the *Personal Declaration* form relate to the following:

- Household composition
- Emergency contacts
- Previous landlord references
- Background references
- Care of unit
- Family income
- Family assets
- Child-care expenses
- Disability assistance expenses
- Medical expenses

### H. Third Party Verifications

1. PHCD will comply with the most recent HUD guidance on verification requirements. PHCD will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by HUD.

2. PHCD will follow the verification hierarchy described in PIH Notice 2010-19:

**Level 6:** (Highest Ranking) Upfront Income Verification (UIV) using HUD's EIV System, which is mandatory for residents but not available for applicants;

**Level 5:** UIV using non-HUD system: (Optional);

**Level 4:** (High) Written Third-Party is mandatory to supplement EIV reported income and when EIV has no data available (required for applicants). Also mandatory if residents dispute EIV reported income and is unable to provide acceptable documentation. This does include documents issued by a third party and may be hand delivered by the applicant or resident;



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**Level 3:** (Medium-Low) Form-generated Third-Party is mandatory if written third party verification documents are not available or rejected by PHCD and when the applicant or resident is unable to provide acceptable documentation;

**Level 2:** (Low) Oral Third Party Verification is Mandatory if written third party verification is not available; or

**Level 1:** (Lowest Ranking) When unable to obtain any type of third party verification, a self-certification of income from an applicant or resident will be accepted as a last resort.

3. If Level 4 Written Verification is not available or acceptable, then Level 3 Written Verification will be requested. At least two (2) documented attempts must be made for written third party verification before obtaining oral (telephone or in person) third party verifications. The file must document the attempts made to obtain third party verification.
4. Level 2 oral verifications will be used when written verification is not obtained within ten (10) business days from the date that the written verification was mailed, faxed or e-mailed directly to the independent source. Documentation shall be placed in the applicant or resident file and on PHCD's computer system notes and shall indicate the name(s) of the person(s) who provided the information and date of the communication, as well as the name of the staff person who obtained the information.
5. If oral third party verification cannot be obtained, PHCD must document in the file the reason(s) the third party verification was not available.
6. Level 1 tenant certifications will only be used as a last resort when all other verifications are not possible. When PHCD relies on applicant/tenant certification (notarized statement, written statements witnessed by the PHCD representative or affidavit), the file must be documented as to the reason the third party verification was not available.

In support of the applicant/tenant's declaration of income, PHCD may review original documents, authenticated copies, and/or electronic documents (unaltered) provided by the applicant or resident. All income related documents must be dated less than 60 days preceding the determination date (eligibility interview) and continues to be valid an additional 60 days following the request date. If income related documents expire, the applicant or resident will have to provide new documents. A photocopy will be placed in the file. Acceptable applicant or resident provided documents include:

- Consecutive and unaltered pay stubs;
  - Social Security Administration award letter;
  - Bank statements;
  - Pension benefit statements;
  - TANF award letter;
  - other official and authentic documents from a Federal, State or local agency.
7. Value of Assets: Each asset must be analyzed to obtain its net value (market/face value less redemption cost). When verifying the value of assets, for example, a bank account, use the current balance for savings account. For checking accounts, use at least one current bank statement indicating the average balance or two consecutive bank statements in order to calculate the average balance. PHCD will accept unaltered documents (bank statements) to verify assets from checking and savings accounts in lieu of obtaining written or verbal third party verifications, if the balance is less than \$5,000.
  8. Income from Assets: Based on the total net value of family assets. When the total value of assets is \$5,000 or less, PHCD will use the actual amount of income from assets. If the only asset is an interest bearing bank account, the actual income from the asset is the amount of interest earned shown in the last bank statement. When the total value of assets is over \$5,000, use the greater of:

- a. The actual amount of income from assets, or
  - b. The imputed income from assets based on the Savings National Rate in effect at the time, which is calculated by multiplying the total assets by the passbook savings rate established by PHCD (PIH Notice 2012-29). The HUD Form 50058 automatically calculates the passbook rate percentage value of the assets, compares it to the actual income, and picks the greater amount.
9. If third party income verification is not otherwise available, a copy of the most recent federal income tax return shall be submitted, including any W-2 information, or at least two (2) consecutive pay stubs or earnings statements. As stated above, notarized statements, written statements witnessed by the PHCD representative or affidavits are the least desirable forms of verifications and shall be accepted only when all other types of verification attempts have failed.
  10. PHCD will contact previous landlords to verify the applicant's ability to pay rent and to comply with the lease terms.
  11. PHCD will conduct criminal background checks and sex offender registration checks on all household members (excluding juvenile records).
  12. If PHCD discovers the family has a history of failure to comply with lease terms under previous landlords or fails the background check, such shall result in removal from the waiting list, withdrawal of an offer, or termination of assistance.
  13. Prior to initial certification, applicants shall be informed that PHCD will subsequently verify the family's income information they have provided PHCD through HUD's Enterprise Income Verification (EIV) system. EIV is a computer matching program that compares the income provided by the resident against income information supplied by state agencies on wages, unemployment compensation, and Social Security benefits.
  14. An applicant's intentional misrepresentation of information related to eligibility, housing history, allowances, family composition, income or rent would result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
  15. Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court.
  16. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:
    - PHCD currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.
    - As an alternative method, PHCD may annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.



**2.12 Screening Applicants for Admission**

Any costs incurred to complete the application process and screening will be the responsibility of PHCD.

- A. All applicants shall be screened in accordance with HUD's regulations and in accordance with sound management practices. Applicant must complete a form certifying their ability to comply with essential provisions of the lease as summarized below:
1. To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  2. To care for and avoid damaging the unit and common areas;
  3. To use facilities and equipment in a reasonable way;
  4. To create no health, or safety hazards, and to report maintenance needs;
  5. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  6. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
  7. To comply with necessary and reasonable rules and program requirements of HUD and PHCD.

**2.13 Applicant Responsibilities**

A. Social Security Numbers

Applicants are required to provide Social Security numbers as per Section 2.6(E).

Social security numbers will be verified through the provision of a valid social security card or one of the following documents if it includes the Social Security number that has been verified by the issuing agency:

1. Driver's license Federal, State or Local Agency I.D.
2. Employer or Trade Union I.D. Medical Insurance Company I.D.
3. Earnings statement of payroll stub bank statements
4. IRS Form 1099 Governmental benefit award letters
5. Retirement benefit letter, life insurance policies
6. Court records verification of Social Security benefits

The PHCD may determine other documents as adequate evidence of a valid Social Security number.

B. Documentation of Citizenship or Eligible Immigration Status

Applicants must provide evidence of citizenship or eligible immigration status as per Section 2.6(C).

C. Annual Updates and Address Changes

The applicant and participant are responsible for updating all address and family composition changes upon occurrence. If the applicant does not respond to a scheduled appointment or to PHCD correspondence, even if the correspondence was not received because of a change of address, the applicant's name will be removed from the waiting list. If removed from the waiting list, applicants will have the right to request an informal review in accordance with this Plan.

**2.14 Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking**

A. Overview

Under the Violence Against Women Act (VAWA) and Miami-Dade County Resolution No. R-644-12, PHCD is required to implement internal policies to include provisions for protection of victims of domestic violence, dating violence, sexual assault, sexual battery and stalking (hereinafter known as "domestic violence"). For definitions of terms under Attachment A.

PHCD has and will continue to notify its applicants and residents about the protections afforded by VAWA. The notice provided by PHCD shall advise applicants and residents of their rights under VAWA and 24 CFR part 5, Subpart L including the right to confidentiality and the exceptions. The lease, lease addendum, or tenancy addendum, as applicable, shall include a description of specific protections afforded to the victims of domestic violence, dating violence, or stalking. PHCD will also provide notice to owners and management agents of assisted housing, of their rights and obligations under VAWA and the regulations.

PHCD has and will provide applicants and residents with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* form to be used by alleged victims of domestic violence.

B. Admission and Continued Occupancy Criteria

1. An applicant cannot be denied admission or assistance solely because the person has been a victim of domestic violence, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.
2. Residents or tenants who are victims of domestic violence must be handled as an exception to the federal rule for admission and termination due to criminal activity, under documented incident of actual or threatened domestic violence.
3. If the tenant or affiliated individual is a victim of criminal activity directly related to domestic violence engaged in by a household member or guest or other person under the tenant's control, such criminal activity shall not be cause for eviction or termination.
4. Being a victim of domestic violence does not qualify as a serious or repeated violation of the lease for terminating assistance, tenancy, or the occupancy rights of the victim.
5. PHCD may allow for the perpetrator of domestic violence to be removed from the lease, while the remaining family members stay in the assisted unit, upon approval of the division director.
6. Victims of domestic violence will be considered for emergency transfers. See Section 31.5 – Transfer Policy for additional information and requirements.
7. Subject to funding availability, the issuance of a Section 8 voucher may be offered to the victimized family member(s).



C. Evidence Required as Proof of Domestic Violence, Sexual Assault/Battery, Dating Violence or Stalking

When confronted with cases of domestic violence, PHCD must provide the alleged victim with HUD form 50066, *Certification of Domestic Violence, Dating Violence, or Stalking* and request that it be returned within 14 business days or any extension provided by PHCD. The name of the perpetrator should be included in the HUD form 50066 only if it is safe to provide and if it is known to the victim. Additional documentation to accompany the victim's statement in lieu of the HUD form 50066 may include but is not limited to:

1. A listing of the approximate dates when each incident occurred, discussion of the applicant's fears and injuries and the effect that each abusive incident has had on the applicant and their family;
2. Restraining or civil protection orders;
3. Medical records or statement from medical professional;
4. Documentation from mental health professional;
5. Police reports, records of telephone calls or visits to the victim's address. This may include telephone calls to the police registering a complaint, a log of police visits made to the residence, copies of all tapes and reports written by officers responding to a call;
6. Court records;
7. Statements signed by workers from a domestic violence shelter or other domestic violence programs attesting to the time the victim spent in the shelter and the reason as linked to incidents of abuse;
8. A record of an administrative agency or victim service provider;
9. Statement signed by counselors, if victim attended counseling;
10. Statement signed by attorney from whom the victim sought assistance in addressing domestic violence;
11. Reports, statements from police, judges and other court officials, clergy, social workers, social service agencies, or other victim service providers; and
12. Other credible evidence as corroborated by law enforcement or domestic violence providers.

Statements signed by above-mentioned professionals must attest to the professional's belief that the incident(s) are bona fide incident(s) of abuse and must also be signed by the victim.

D. Considerations for Victims of Domestic Violence

PHCD must consider:

1. The nature and severity of each case while exercising discretion on whether or not family members or their guests pose an actual and imminent threat to the health, safety, or right to peaceful enjoyment of the premises by others. Any eviction or termination of assistance taken on this basis should only be used when there are no other actions that can be taken to reduce or eliminate the threat, including but not limited to:
  - Transferring the victim
  - Barring the perpetrator from the property

- Contacting law enforcement
- 2. The effects of denial or termination of assistance on other family members who were not involved in the offense.
- 3. The conditions barring the culpable household member from residing in or visiting the unit.
- 4. The circumstances relevant to an eviction or termination of tenancy based on the extent to which the person has shown personal responsibility to prevent the offending action, and the time that has elapsed since their arraignment for that crime.
- 5. The range of evidence as proof of domestic violence, which may include, but is not limited to victim's statement, testimony or affidavit outlining the facts of the violence or cruelty in each incident, utilizing form HUD-50066.

E. Protection of Victims of Domestic Violence

1. PHCD shall refer victims of domestic violence to the State of Florida Office of the Attorney General, State Attorney's Office or the Department of Law Enforcement to apply for participation in the Address Confidentiality Program for Victims of Domestic Violence. Once the victim has applied, the address, telephone number and social security number are exempt from public review, except when the information is required by a law enforcement agency.
2. PHCD may collaborate with appropriate counseling and law enforcement entities to assist victims of domestic violence, including but not limited to the following services and programs for domestic violence victims:
  - a. Certified Domestic Violence Centers:
    - Safespace Shelter: 305-758-2804
    - The Lodge: 305-693-1170
  - b. Domestic Violence One Stop Center:
    - Coordinated Victims Assistance Center (CVAC): 305-285-5900
3. In determining if termination, removal or in some cases eviction is appropriate, PHCD must consider the safety and well-being of victims, as well as the health, safety and peaceful enjoyment of other residents who may be affected by incidents or domestic violence. Per VAWA 2013, if the evicted individual is the sole tenant eligible to receive assistance under a covered housing program, the public housing agency, owner, or manager of housing assisted under the covered housing program shall provide any remaining tenant an opportunity to establish eligibility for the covered housing program. If a tenant described in the preceding sentence cannot establish eligibility, the public housing, owner, or manager of housing assisted under the covered housing program shall provide the tenant a reasonable time, as determined by the appropriate agency, to find new housing or to establish eligibility for housing under another covered housing program.
4. PHCD must develop linkages and referrals to appropriate counseling and law enforcement entities.
5. The information under the *Certification of Domestic Violence* will remain confidential and will be used by PHCD only to provide the victims with the exceptions and protections under VAWA.
6. PHCD must ensure that private information of victims of domestic violence is protected in accordance with Records Management provisions.



F. Nondiscrimination

Pursuant to VAWA and the policies of Miami-Dade County, no applicant or participant shall, on the basis of race, color, religion, national or ethnic origin, familial status, marital status, ancestry, age, pregnancy, source of income, sex, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, actual or perceived sexual orientation, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under VAWA.

### **Chapter 3. Non-Waiting List Issuance and Special Programs**

When HUD awards program funding to the Agency that is targeted for families that live in specified units or for a special or targeted Housing Choice Voucher program, the PHCD may admit a family that is not on the waiting list, or without considering the family's waiting list position upon approval of the PHCD Director or designee. The PHCD shall maintain records showing that the family was admitted with HUD-targeted assistance. PHCD may issue vouchers to persons not on the waiting list in the following instances:

#### ***3.1 Displacement***

The definition for displaced families is included in Attachment A of this Administrative Plan. PHCD, at the discretion of the Director, can assist displaced families due to national disasters. PHCD shall, at its discretion, determine the availability of vouchers for displaced persons.

Displaced families may include families under the witness protection program provided supportive documentation from applicable authorities is provided.

#### ***3.2 Issuance of Voucher for Humanitarian Reasons***

PHCD, at its sole discretion, may accept referrals for humanitarian reasons as mandated from HUD and/or from appropriate federal, state, and/or local agencies. Such issuance requires the approval of the PHCD Director or deputy director (or designee).

#### ***3.3 Relocation***

Provision of Housing Choice Voucher assistance may be provided to a family being relocated if allowed under the Uniform Relocation Assistance and Real Property Acquisition Regulations for federal and federally assisted programs.

#### ***3.4 Settlement of Lawsuits***

The PHCD shall comply with any mandates settlements, or directives by a court of the United States or HUD in relation to the issuing of vouchers to persons not on the waiting list.

#### ***3.5 Preservation Housing***

Families that reside in a property covered by project-based voucher assistance in which the owner opts out or pre-pays the HUD insured mortgage or is at or near the end of the housing assistance payment contract may be eligible for Preservation Voucher assistance. The PHCD shall certify families eligible for Preservation Voucher housing pursuant to executed Annual Contribution Contracts (ACC's) by HUD for mandated or targeted projects.

### **3.6 Veterans Assisted Supportive Housing (VASH)**

To be eligible for the Veterans' Assisted Supportive Housing program (VASH), applicants must be referred by the Veterans Affairs Medical Center (VAMC) and fulfill all the following criteria:

- A. Be an income-eligible United States Veteran;
- B. Be homeless as determined by the VAMC; and
- C. Must not be subject to a lifetime registration requirement under a state sex offender registration program (including family members). The nationwide sex offender registration check will be conducted online using a database available at [www.nsopw.gov](http://www.nsopw.gov) (PIH Notice 2012-28).

The U.S. Department of Veterans Affairs (VA) conducts all interviews, initial applications, and monitoring of the VASH program. The VA notifies the PHCD in writing of eligible applicants. These eligible applicants are scheduled for an appointment for possible certification under the Housing Choice Voucher Program. All Housing Choice Voucher Program regulations apply to these eligible applicants. It is the responsibility of the VA office to notify all ineligible applicants. The number of VASH Program participants shall be restricted to the number of VASH vouchers under contract to the Agency by HUD.

Additions to households must meet regular eligibility criteria prior to being added as household members.

### **3.7 Non-Elderly Disabled (NED) Vouchers**

PHCD will comply with HUD's requirement in PIH Notice 2013-19, to make assistance available for non-elderly disabled applicants when a designated NED or Mainstream voucher becomes available due to turnover. Eligible non-elderly disabled applicants will be selected in chronological order from the waiting list. PHCD must maintain a NED voucher leasing rate of 95 to 100 percent of the NED and Mainstream allocation. A NED eligible family will not be skipped over if the PHCD has reached its required NED or Mainstream allocation.

PHCD will affirmatively market to a diverse population of NED-eligible families to attract protected classes least likely to apply.

## **Chapter 4. Issuing Housing Vouchers**

### **4.1 Issuing and Briefing**

Upon selection to participate in the Housing Choice Voucher Program, the family will be scheduled for an appointment with the PHCD. No applicant from the waiting list shall be certified without a file containing a hard (paper) copy of the original application. At the appointment, the family must verify the information on their application, receive a briefing (verbal and written) about the program, their rights, and obligations, and provide documentation as required by federal regulation. Should the family comply with the above-referenced steps, they shall be issued a voucher. The briefing shall include the following topics:

- A. How the program works;
- B. Family and Owner responsibilities;
- C. Where the family may lease a unit, including outside the Agency's jurisdiction;



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- D. Portability procedures, if applicable; and
- E. Advantages of moving to a neighborhood that does not have a high concentration of low-income participants.
- F. The family will receive a packet of information at their briefing or initial certification appointment that will include at least the following:
  - 1. The term of the voucher and the policy on extensions or suspensions of the term;
  - 2. How the Housing Assistance Payment (HAP) is determined including the payment standard for a unit and total tenant payment;
  - 3. How the Agency determines the maximum rent for an assisted unit; and
  - 4. The maximum amount the family may pay when moving to a new unit (40% rule of adjusted monthly income, if applicable).
- G. What the family should consider in leasing a unit including the condition of the unit, the reasonableness of the rent, the cost of tenant paid utilities, whether the unit is energy efficient, and the location of the unit;
- H. Where a family may lease a unit, including portability to another jurisdiction, HUD-required lease addendum;
- I. The *Request for Tenancy Approval* form (HUD-52517) and an explanation of how to request the Agency's approval to lease a unit;
- J. A statement of the PHCD's policy on providing information about a family to prospective owners;
- K. The PHCD subsidy standards, including when exceptions may be granted;
- L. HUD brochure on how to select a unit;
- M. Information on federal, state and local equal opportunity laws, and a copy of the *housing discrimination complaint* form;
- N. A list of landlords or others known to the PHCD and the PHCD, who may be willing to lease a unit to the family or assist the family in locating a unit;
- O. If the family includes a person with disabilities, or if the family informs the PHCD that one of its members is a person with disabilities, The PHCD will provide a current listing of available accessible units known to the PHCD, and if necessary, otherwise assist the family in locating an available accessible dwelling unit.
- P. Family obligations under the program, including the requirement that family members be U.S. citizens or eligible non-citizens;
- Q. The grounds on which the PHCD may terminate assistance because of family action or failure to act; and
- R. The PHCD's informal hearing procedures, including when the PHCD is required to give the opportunity for a hearing and how to request a hearing.
- S. The PHCD may include other items as determined necessary and will use available forms or HUD forms.

#### **4.2 Type of Assistance**

The PHCD shall determine whether the family shall be issued a Housing Choice Voucher based on availability.

#### **4.3 Term of Voucher**

PHCD is granting 90 calendar days as the initial voucher term from the date of issuance. Prior to the expiration date, the family may contact the PHCD to request assistance in locating suitable housing. The family must submit a completed Request For Tenancy Approval (RFTA) package within the 90-day period unless an extension (as described below in Section 4.4) has been granted by the PHCD.

#### **4.4 Extensions of Term**

A family may request a 30-day extension to the initial 90-day term of an issued voucher for a total voucher term of 120 days. All requests for extensions should be received at least one week prior to the expiration date of the voucher and must be made to the Admissions and Intake department. Requests may be made in person or by telephone. If an extension is granted by telephone, a copy of the voucher will be mailed to the voucher holder indicating the extended expiration date. Extensions are permissible at the discretion of the PHCD primarily for the following reasons:

- A. Extenuating circumstances such as hospitalization of a family member or a family emergency over an extended period of time that has affected the family's ability to find a unit within the initial 90-day term.
- B. The term of a voucher may be extended over 120 days as a reasonable accommodation for disabled applicants or participants having difficulties locating suitable housing to meet their needs. In accordance with PHCD's Reasonable Accommodation Policy and Procedures, if reasonable accommodation is denied (including a voucher extension), the applicant or participant may appeal the denial of the reasonable accommodation by requesting an ADA Grievance.

Written notice of extensions will be given to the family. Hearings or informal reviews are not required and shall not be given for denial of extensions.

#### **4.5 Suspensions**

Suspensions of the term of the voucher can only be granted when family submits a RFTA. The PHCD can only stop the clock on the term of the voucher from the time family submits a RFTA for approval of tenancy until the time when the PHCD approves or denies the request. Additional extension beyond suspension time can only be given by the Director or designee, and will only be considered under the following conditions:

- A. If the delay is due to the PHCD administrative reasons and not due to the applicant's delay;
- B. The applicant has shown due diligence in locating an appropriate unit during the voucher term; and
- C. Denial of the suspension of term would constitute an undue hardship on the family.



## Chapter 5. Occupancy Policies

### 5.1 Subsidy Standards

#### Determination of Voucher Size

The subsidy standard, (refer to Chapter 8 for more details regarding the "payment standard"), which is used to determine the voucher bedroom size assigned to a family, is based on the following criteria:

#### Minimum and Maximum-Number-of-Persons-Per Unit Standard

Voucher BR Size	Number of Persons in Household		
	Minimum	Maximum	HQS
0 BR	1	1	1
1 BR	1	2	4
2 BR	2	4	6
3 BR	3	6	8
4 BR	6	8	10
5 BR	8	10	12
6 BR	10	12	14

Subsidy standards are applied at the initial certification, annual reexamination or during authorization for change of dwelling. For subsidy standards, an adult is a person 18 years or older.

- A. As shown in the above table, a maximum of two (2) persons per bedroom is the standard for the smallest unit a family may consider.
- B. A single person family shall be allocated a zero (0) or one (1) bedroom unit, and spousal/domestic partners shall be allocated a one (1) bedroom sized unit.
- C. The subsidy standard must be applied consistently for all families of like size and composition.
- D. The following principles govern the size of the unit size for which a family will qualify. Generally, two (2) persons are expected to share each bedroom, **except** in the following cases where the subsidy standards will be assigned so that:
  1. Exceptions to the largest subsidy standards may be made in case of reasonable accommodations for a person with disabilities;
  2. In determining family unit size for a particular family, PHCD may grant an exception to its established subsidy standards if PHCD determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances;
  3. The dwelling unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of opposite sex, over the age of six (6), may not be required to occupy the same bedroom or living/sleeping room;
  4. A family that consists solely of a pregnant woman (with no other members) shall be allocated a maximum of one (1) bedroom voucher;
  5. PHCD will count a child in the subsidy standard if the parent has primary custody of the child.
  6. A one (1) person household member with joint custody of a child/children but does not have primary custody will be granted a one (1) bedroom subsidy;

7. The PHCD will count a child in the subsidy standard who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
8. A single head of household parent shall not be required to share a bedroom with their child, over the age of six (6), although they may do so at the request of the family;
9. A live-in aide may be assigned up to one (1) bedroom if approved as a reasonable accommodation. The live-in aide may have PHCD-approved family member(s) live with them in the unit, as long as Housing Quality Standards (HQS) are not violated and there are no more than two people per bedroom or living/sleeping space (PIH Notice 2010-51). If additional family members result in violation of HQS, or do not meet eligibility requirements set forth for live-in aides, this specific live-in aide may not be approved. No additional bedrooms will be provided to accommodate the live-in aide's family members;
10. Due to current market conditions, the PHCD will issue a zero or (1) one-bedroom voucher to a single person;
11. As a reasonable accommodation, an applicant or program participant family may be allowed a larger bedroom unit to accommodate a family member who requires certain medical equipment (i.e., hospital bed) or for other verifiable reasons. The equipment must be substantial in size and must be verifiable by a medical doctor as medically necessary in order to justify approval of a larger unit. In addition, the applicant or participant will be required to submit evidence of equipment specifications including but not limited to detailed description of equipment to include dimensions, photographs of equipment, etc.

E. Actual Unit Size Selected

The family may select their choice in unit size other than that listed on the assigned voucher so long as the family is not under-housed. Four (4) factors to consider are:

1. The PHCD shall apply the payment standard for the smaller of:
  - a) the bedroom size shown on the voucher, or
  - b) the size of the actual unit selected by the family;
2. The utility allowance used to calculate the gross rent shall be based on the lower of either the actual size unit selected by the family or the size authorized on the voucher; and
3. Under Housing Quality Standards (HQS) two (2) persons per living/sleeping room are allowed thus the above levels may be exceeded if a room is used as a living/sleeping area as indicated under the HQS column on the above chart.
4. Selection of a unit larger than for which the family is certified may result in an affordability issue.

**5.2 Changes in Family Composition**

PHCD will utilize guidelines outlined in PIH Notice 2010-3 for changes in family composition. The voucher size issued to a family is determined by comparing the family composition to the PHCD subsidy standard before the briefing with the family.

A family may request a change in the voucher size due to the addition of minors to the family composition by birth, adoption, or otherwise granted custody to the family by operation of law, which may include foster children. Except for natural births to, or adoptions by, family members, or court awarded custody or other operation of law, any family seeking to add a new member must request and receive approval in writing before the new member is added to the family composition. For



purposes of this Section, the use of the term "by operation of law" shall include but not be limited to pre-need guardianships and durable powers of attorney regarding custody of children.

Applicant or participant families must inform PHCD within 30 days of any additions to the family composition.

Additions of adult members to the family composition shall be considered on a case-by case basis and approved by the Division Director or designee, and must be documented at the time such changes occur. Additions may be made for humanitarian reasons and extraordinary reasons, including reasonable accommodation for family member.

A. Addition of Adult Family Member

Upon approval of the PHCD, a participant family may add an additional adult family member to the family composition under the following circumstances:

1. The adult can be an immediate family member (sons, daughters, brothers, sisters, parents, grandparents, and grandchildren) of an existing household member;
2. Such member must be eligible for participation in the Housing Choice Voucher program;
3. Such member's income must be considered in calculation towards rent; and
4. Addition of the family member shall be in consideration of a reasonable accommodation or for humanitarian reasons; or
5. Unrelated/unmarried partners who show proof of intention to live as a family.

B. Screening of New Family Members

When an applicant or tenant requests approval to add a new family member, the PHCD will conduct a pre-certification screening of any proposed new adult member 18 years of age and older (excluding juvenile records) to determine whether the PHCD will allow the family member to be added to the family composition prior to the PHCD's approval of the new family member. PHCD will conduct such checks on household members who are younger than 18 years of age, only if they are being tried as adults for certain criminal offenses.

Minor children for whom juvenile justice records are not available or added through a formal custody award or kinship care arrangement are exempt from the pre-certification screening process, although the tenant needs prior approval from the PHCD to add children other than those born to, adopted by, or awarded by the court to the family.

The PHCD will consider the request for approval and require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that a head of household has authorization to include a minor. Changes to the family composition may also be allowed for families in which one or more children less than 18 years of age live with the designee of the parent or legal custodian, with parent or custodian's written consent. Documentation can include, but is not limited to, court documents, pre-need guardian, school records, other state and federal public assistance documentation, power of attorney, etc.

All persons listed on the most recent certification form and residential lease must use the dwelling unit as their sole residence. Examples of situations where the addition of a family or household member is subject to pre-admission screening are:

1. Participant plans to be married and requests to add the new spouse to the lease;

2. Participant desires to add a new member to the lease, employ a live-in aide or take in foster child(ren) over the age for which juvenile justice records are available; and
3. One of the family members under age 18 who is not an emancipated minor, or an adult, not part of the original household, requests permission to take over as the head of the household.

Applicants or tenants who fail to notify the PHCD of additions to the household or who permit persons to be added to the family composition without undergoing screening are in violation of program requirements. Persons added without PHCD approval will be considered unauthorized occupants and the entire household will be recommended for termination from the Housing Choice Voucher or Moderate Rehabilitation Programs.

C. Removals from the Family Composition

1. Residents (continuous assistance):

- a. Any adult family member, including the head of household, requesting to be removed from the family composition must provide a notarized statement or a written statement witnessed by a PHCD representative, agreeing to the removal, signed by the adult family member being removed upon identification and the head of household.
- b. The notarized statement must be accompanied by two (2) pieces of supporting documentation from different sources showing that the family member is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing the new address. PHCD may request additional documentation to verify the permanent relocation of the family member requesting removal.
- c. If the adult family member is unable to provide the notarized statement agreeing to removal from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and supporting documentation, (e.g. death certificate, jail order).
- d. For removal of minors, the head of household must provide a signed notarized statement accompanied by supporting documentation showing that the minor is no longer residing in the subsidized unit. Supporting documentation to prove another residency may include, but is not limited to, school records, custody records, etc. properly dated (no more than two (2) months old), showing the new address.

NOTE: As an alternative to the notarized statement, a written statement may be provided, which must be signed by the adult family member being removed upon identification, the head of household, and witnessed by the PHCD representative.

2. Unauthorized persons:

- a. In cases where PHCD obtains sufficient evidence of unauthorized occupants or unauthorized users of the subsidized unit's address (e.g. driver's license, identification card or as a mailing address); if the finding is denied by the head of household, then the head of household will be required to provide a written statement accompanied by two (2) pieces of supporting documentation from different sources showing the residential address of the unauthorized occupant or user.



- b. Supporting documentation to prove another residency may include, but is not limited to, a copy of the dwelling lease agreement, utility bills, or official mail (from a Federal, State, County or City government agency) properly dated (no more than two (2) months old), showing another address. The unauthorized person's driver's license or identification card may not be used as valid proof of residential address.

### **5.3 Foster Children**

The applicant and participant family must obtain approval for the addition of a foster child to the household composition before the new member occupies the unit. The family may request a change in the voucher size based on the following factors.

#### **Adding to the Family**

Foster children will be added to the household composition upon written request and so long as the applicant provides documentation by the appropriate agency establishing responsibility. A larger voucher unit size, if available, will only be granted to a family adding a foster child if the maximum occupancy level has been exceeded creating an overcrowded situation.

#### **Temporary Placement of Family Member**

A child who normally resides with the family but is temporarily away from the home because of placement in foster care, rehabilitation, treatment, or incarceration for a non-felonious crime, is considered a member of the family.

### **5.4 Live-In Aide**

See Section 2.3(E)(b) for Addition of Live-in Aide and also Attachment C, Reasonable Accommodation Policy and Procedure.

A live-in aide is a person 18 years of age or older who resides with one or more elderly (at least 62 years of age), near-elderly (at least 50 years of age but below 62 years of age), or disabled person(s) and who is determined to be essential to the care and well-being of the person; is not obligated for the support of the person; and would not be living in the unit except to provide the necessary supportive services. A relative may be considered a live-in aide, but must meet all the criteria listed herein.

### **5.5 Family Absences from Unit**

A family may not be absent from the unit for more than 60 consecutive days without prior written approval by the PHCD as described below. It shall also be the responsibility of the family to advise the owner of any absence from the unit. Absence means that no member of the family as listed on the lease is residing in the unit. During all absences, the family must meet all program and lease obligations including the payment of rent, utilities, and complying with inspection and reexamination obligations.

Absences from the unit for a period of 61 to 120 consecutive days must receive prior written approval from a supervisor or higher authority. Absences for more than 120 consecutive days will not be approved. Assistance to a family will be terminated if the family is absent from its unit for more than 60 days without prior written approval. If assistance to a family is terminated for such reason, the family may request a hearing within 30 days of the termination notice. If the family is reinstated as a result of the hearing, the prior lease and contract will not be resumed but a new voucher will be issued and a new lease and contract executed.

The owner or management agent is obligated to reimburse the PHCD for any housing assistance payment made for the period after the effective date of termination of assistance to the family. Such reimbursement shall be billed by the PHCD Accounting office and remittance must be made by check or money order and submitted to the PHCD Accounting Office. Absence from a unit may be verified by any of the following methods: Housing Quality Standards inspection, proof of utility payments, service verifications, through owner/management company verifications, through an investigation or other documentation or means.

#### **5.6 Family Break-up**

If an assisted family separates due to a divorce, separation, or by any other operation of law, the PHCD will determine who continues to be assisted under the program: No additional housing voucher will be issued.

The PHCD will take into consideration the following criteria in making its decision as to which family member continues to receive assistance in the program:

- A. The desires of the family;
- B. The interest of minor children, or of ill, disabled or elderly family members;
- C. Whether any family members are going to remain in the assisted unit;
- D. Whether there has been any instance(s) of actual or threatened physical violence against a family member by another member of the household;
- E. Which family members was part of the original application for assistance;
- F. If a court determines property disposition between the family members, the PHCD will adhere to the court's determination as to who shall hold the Housing Choice Voucher assistance; and
- G. Whether there is drug-related or violent criminal activity. The PHCD, in its sole discretion, may recommend terminating the entire family.

#### **5.7 Remaining Family Member**

- A. To be considered the remaining member of a family, any person(s) must meet all eligibility requirements.
- B. Remaining family members age 18 years or older will be held responsible for any overdue amount incurred by the former head, co-head, or spouse. PHCD will not hold remaining family members (other than the head, co-head, or spouse) responsible for any portion of the overdue amount incurred before the remaining member attained age 18.
- C. Remaining family members under age 18 shall not be held responsible for the rent overdue incurred by the former head of household.
- D. A live-in aide or foster child/adult, by definition, is not a member of the family and will not be qualified for continued occupancy as a remaining family member.

In order for a minor child(ren) to continue receiving assistance as a remaining member(s), one of the following must occur:

- The court has awarded emancipated minor status to the minor;
- PHCD has verified that social services and/or the juvenile court has arranged for another adult to be brought into the assisted unit to care for the child(ren); or



- PHCD may allow for another adult to be a temporary head of household until such time as legal guardianship is granted or a minor, at least 17 years of age, is emancipated or reaches age 18.
- A certification will be conducted and appropriate changes to the voucher size may be made at that time.

## **Chapter 6. Citizen and Immigration Status**

### **6.1 Submission of Documents and Verification**

Refer to Section 2.6 for documents to be submitted and related immigration topics.

### **6.2 Provision of Notice**

In circumstances where Immigration and Naturalization Service (INS) has not verified eligibility, the family will be provided with a written notice that shall include:

- A. That the family has a right to request an appeal to INS of the results of the verification of immigration status;
- B. That the family has the right to request an informal hearing with the PHCD upon completion of the INS appeal. Such hearing shall be in accordance with hearing procedures in Chapter 29 of this plan;
- C. That Housing Choice Voucher assistance may not be denied or terminated until the conclusion of the INS or the PHCD appeal process; and
- D. Notification of the type of assistance for which the family may be eligible (continued assistance, temporary deferral of assistance or pro-ratio of assistance).

## **Chapter 7. Determination and Verification of Annual Income**

### **7.1 Overview**

The determination of eligibility and Total Tenant Payment (TTP) for the Housing Choice Voucher Program requires that the applicant's or participant's family adjusted annual income be calculated at the time of admission into the Program and on an annual basis. HUD regulations specify: the types and amounts of income from all family members that must be included in this calculation; the allowable deductions to be subtracted from the gross annual income to determine the adjusted income and the amount of utilities the tenant is responsible for paying.

### **7.2 Annual Income**

PHCD has included in this Administrative Plan the required changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the exclusion of mandatory education fees from income and regarding the reduction of EID benefits to a lifetime limit over a straight 24-month period (see details below). Additionally, PHCD will implement the streamlined annual reexamination for fixed incomes.

Annual income means all amounts, monetary or not, or anticipated to be received, from a source outside of the household, by the family head, co-head, or spouse (even if temporarily absent) or any other family member during the 12 month period following the effective date of admission or annual re-examination and is based on:

- A. Actual income being received (projected forward for a 12-month period); or
- B. Past actual income received or earned within the last 12 months of the determination date, as HUD may prescribe in applicable administrative instructions when: (1) The family reports little or no income; and (2) PHCD is unable to determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

Annual income also includes amounts derived from assets to which any member of the family has access (during the 12-month period).

For a participant family which includes persons with disabilities under the Housing Choice Voucher Program (excluding Moderate Rehabilitation), the PHCD's determination of annual income will include the disallowance of increase as provided in 24 CFR § 5.617, if applicable.

- The Earned Income Disallowance (EID) is the exclusion from the calculation of the family's income, the income increase attributable to new employment or increased earnings, over the income received prior to qualifying for the disallowance.
- Effective on or after May 9, 2016, EID has been reduced to a lifetime limit of a straight 24-month period. This change does not apply to residents receiving EID prior to May 9, 2016. The employment starts and stops are no longer required to be tracked.
- Additional disallowance requirements and the period of income disallowance are further described under 24 CFR § 5.617.

Annual income means all amounts that not specifically excluded by regulation. It includes, but is not limited to:

- A. The full amount of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services, before any payroll deductions.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service (IRS) regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in IRS regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate (For details on asset valuation and passbook rate income from assets, see section 2.11 (H)(7) and (8)).
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.



## Section 8 Administrative Plan

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. However, lump sum additions such as insurance payments from worker's compensation are excluded.
- F. Temporary Assistance for Needy Families (TANF). If the TANF includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
  - 1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - 2. The maximum amount that the welfare assistance agency could allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 3. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 4. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- G. Periodic and determinable allowances, such as alimony and child support payments and regular cash and non-cash contributions or gifts received from agencies or people not residing in the dwelling made to or on behalf of family members.
  - a. Uncollected child support will not be counted as income so long as the family provides document(s) demonstrating that the debt is uncollectible or has not been paid or received as directed by the Court, per Third Party Verifications 2.11 (H)(15).
  - b. Calculation of child support when the amount received varies: An average of the monthly amounts paid should be calculated using at least three (3) months and then annualized. Management should verify the amount that was received by whatever means possible (e.g. Child Support Program records, statement from the person making the payments, notarized statement from the Resident with copies of checks, etc.).
- H. Income from seasonal employment (i.e. school board employees, teachers, etc.) may be calculated using one of the following methods:
  - a. PHCD currently recommends using the following method: Calculate average income based on anticipated changes for the upcoming year using verified historical evidence of past income fluctuations. This second method would not require an interim re-examination at the time income decreases since such decreases would already be averaged into the anticipated annual amount.
  - b. As an alternative method, PHCD may annualize income by projecting the current monthly income for 12 months even if the current income is not expected to last the entire 12 months. Under this method, the family has the right to come in for an interim re-examination once the income decreases.

- I. All regular pay, special pay, and allowances of a member of the Armed Forces Special pay to a member exposed to hostile fire is excluded.
- J. For Section 8 programs only and as provided in 24 CFR § 5.612, any financial assistance, in excess of amounts received for tuition, and any other required fees and charges that an individual receives under the Higher Education Act of 1965 (20 U.S.C. § 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. § 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

### **7.3 Exclusions from Income**

In accordance with PIH Notice 2013-04, PHCD is not required to verify fully excluded income and may accept an applicant or participant's self-certification of such income. Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time; and



5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- I. Temporary, nonrecurring, or sporadic income (including gifts);
- J. 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;
- K. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, co-head, and spouse. Full Time Student status will be identified by the college or vocational school. Students with approval to attend school for the next semester, either after graduation or in the summer will be considered for this income exemption);
- L. Adoption assistance payments in excess of \$480 per adopted child;
- M. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- N. 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;
- O. Amounts paid by a State agency to a family with a member with 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;
- P. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits, including:
  1. The value of the allotment of food stamps
  2. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  3. Payments received under the Alaska Native Claims Settlement Act
  4. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes
  5. Payments made under the Department of Health and Human Services' Low-Income Energy Assistance Program
  6. Payments received under the Job Training Partnership Act
  7. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  8. The first \$2,000 per capita received from judgment funds awarded for certain Indian claims
  9. Amount of scholarships awarded under Title IV including Work-Study
  10. Payments received under the Older Americans Act of 1965
  11. Payments from Agent Orange Settlement

12. Payments received under the Maine Indian Claims Act
13. The value of child care under the Child Care and Development Block Grant Act of 1990
14. Earned income tax credit refund payments
15. Payments for living expenses under the AmeriCorps Program

#### **7.4 Adjusted Annual Income**

Adjusted income is the annual income of family members residing in or intending to reside in the rental unit, less allowable deductions of:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family
- C. Child care
- D. Medical expenses (must exceed 3% of gross annual family income)
- E. Disability assistance (must exceed 3% of gross annual family income)

#### **7.5 Assets**

PHCD will implement changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding family declaration of assets under \$5,000.

##### **A. Assets Include:**

1. Amounts in savings and checking accounts.
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset.
4. The cash value of trusts that are available to the household.
5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty.
6. Contributions to company retirement/ pension funds that can be withdrawn without retiring or terminating employment.
7. Assets, which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum.



9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
  10. Cash value of life insurance policies.
  11. Assets disposed of for less than fair market value during two years preceding certification or recertification.
- B. Exclusions from Assets:
1. Necessary personal property, except as noted in item (A)(9) above.
  2. Interest in Indian Trust lands.
  3. Assets that are a part of an active business or farming operation. Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the family's main occupation.
  4. Assets not accessible to the family and which provide no income for the family.
  5. Vehicles especially equipped for the handicapped.
  6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

**7.6 Enterprise Income Verification (EIV), Third Party Verification, and Factors Affecting Eligibility and Family Rent**

- A. The PHCD will utilize HUD's online "Upfront Income Verification" UIV methods and "Enterprise Income Verification" (EIV) system to the greatest extent feasible to verify employment, income and other eligibility information for all applicants and participants. Accurate determination of income eligibility, allowances, and family rent can occur only after all factors related to income and family circumstances are verified. PHCD will comply with the most recent HUD guidance on verification requirements. PHCD will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010), Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by HUD.

- B. PHCD will follow the verification hierarchy described in PIH Notice 2010-19:

**Level 6:** (Highest Ranking) Upfront Income Verification (UIV) using HUD's EIV System, which is mandatory for residents but not available for applicants;

**Level 5:** UIV using non-HUD system: (Optional);

**Level 4:** (High) Written Third-Party is mandatory to supplement EIV reported income and when EIV has no data available (required for applicants). Also mandatory if residents dispute EIV reported income and is unable to provide acceptable documentation. This does include documents issued by a third party and may be hand delivered by the applicant or resident;

**Level 3:** (Medium-Low) Form-generated Third-Party is mandatory if written third party verification documents are not available or rejected by PHCD and when the applicant or resident is unable to provide acceptable documentation;

**Level 2:** (Low) Oral Third Party Verification is Mandatory if written third party verification is not available; or

**Level 1:** (Lowest Ranking) When unable to obtain any type of third party verification, a self-certification of income from an applicant or resident will be accepted as a last resort.

If Enterprise Income Verification (EIV) as described below is not available, third-party verification, which may be provided by the participant, will be used. If third party verification is not available, the reasons must be clearly and specifically stated in the tenant's file. Verification requirements are set forth in HUD regulations at 24 CFR Part 982. Acceptable documents include:

- Financial statements or tax returns for self-employed;
- Copies of insurance policies;
- Real estate tax statements;
- Copies of birth certifications; and/or
- Copies of court orders concerning custody.

HUD's EIV system is the preferred form of verifying income that is provided by the tenant on the Housing Choice Voucher Applicant/Participant Information Worksheet. If the household's income in EIV matches the tenant-provided income, or if it is not substantially different, then third party verification is not necessary. However, third party verification may continue to be necessary to complement EIV income verification, for example, when the tenant disputes the data. It will not be considered as an automatic substitute for other third party verification, and may supplement other verification documentation, such as unaltered, current tenant provided documents. The PHCD will obtain as much information as possible about employment income, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next 12 months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. EIV is used to verify income for reexamination, annual, interim and change of dwelling, or on a random basis.

EIV information cannot be accessed unless a current unexpired *Authorization to Release Information* (HUD form 9886) has been signed by all adult family members. HUD form 9886 also authorizes disclosure of information for routine uses such as to Federal, State, and local agencies for law enforcement purposes, employment suitability, and for the purpose of determining housing assistance. This form expires 15 months after it is signed by the tenant. If income information in EIV is not available or if it is substantially different from tenant-provided information, then written verification from third parties is the next most desirable form of verification. Currently, a substantial difference requiring third party verification in cases where EIV income data differs from tenant-provided and/or other verified income information is defined as being greater than \$200 per month (\$2,400 per year), unless amended by the PHCD. If EIV income data is not substantially different than current tenant-provided income documentation, the following guidelines for projecting annual income will be used:

- If EIV income data is less than current tenant-provided documentation, the PHCD will use tenant-provided documents to calculate anticipated income.
- If EIV income data is more than current tenant-provided documentation, the PHCD will use EIV income data to calculate anticipated annual income unless the tenant provides the PHCD with documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the PHCD will use tenant-provided documents to calculate anticipated annual income.

In cases where EIV income data is substantially different than tenant-reported income, the PHCD will utilize the following guidelines:



- Request written third party verification from the discrepant income source in question. For EIV Social Security Administration (SSA) benefit discrepancies, the PHCD shall require the tenant to obtain a current unaltered SSA benefit letter within ten (10) business days of the interview date.
- Review historical income data for patterns of employment, paid benefits, or receipt of other income, when the PHCD cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
- Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

In verified differences of greater than \$200 per month (\$2,400 per year), the PHCD may require the family to enter into a repayment agreement for monies owed or require payment in full. Should the family refuse to enter in a repayment agreement or not fulfill its obligations under its repayment agreement, the PHCD shall recommend termination and may refer the case to the HUD Office of the Inspector General. The PHCD, in its sole discretion, may recommend terminating assistance for tenant fraud on a case-by-case basis, e.g., forgery or has demonstrated a pattern of unreported or under-reported income in between or at prior reexaminations. In such cases, the PHCD will make the determination whether to recommend terminating assistance and forwarding the case to the HUD Office of Inspector General via the PHCD.

In instances where fraud (as defined in Attachment A of this policy), as opposed to tenant error (as defined in Attachment A of this policy), has occurred by the tenant and the difference is verified as being \$10,000, the PHCD may recommend terminating housing assistance and shall forward cases to the HUD Office of Inspector General for fraud prosecution, where authorized by PHCD.

Tenant income information derived from the EIV system is confidential and cannot be released to outside parties or unauthorized staff. This information is exempt from the disclosure requirements of the Florida Public Records Act and HUD requires PHAs to keep said information private under penalty of Federal law. Any EIV-derived information is required to be kept guarded under lock and key and must be shredded and destroyed when no longer needed. Copies are not kept in tenant files to avoid risking the release of such information to anyone other than the client and authorized PHCD staff. PHCD shall provide the participant with information obtained through EIV upon the participant's request.

Unauthorized disclosure or inspection of EIV data can result in a felony conviction punishable by a fine up to \$5,000 or five (5) years imprisonment, as well as civil penalties, pursuant to the Privacy Act of 1974 as amended, 5 U.S.C. § 552(a).

## **Chapter 8. Payment Standards and Housing Assistance Payments**

### **8.1 Payment Standard**

Under the Housing Choice Voucher program, a payment standard is used to calculate the monthly housing assistance payment for families of different sizes and compositions. The payment standard is based on the area Fair Market Rent (FMR) published by the HUD and is established by bedroom size. The payment standard is the maximum monthly subsidy payment the PHCD will make for a family based on the unit size that the PHCD determines as appropriate for the family. The current payment standard can be found on PHCD's website located at:

<http://www.miamidade.gov/housing/rents-market.asp>

The payment standard per bedroom size may not be less than 90%, or more than 110% of FMR. The PHCD shall review its payment standard annually after the FMR is published. The review shall include:

- A. Capacity for families to be mobile (i.e., ability of families to locate housing outside of high poverty areas);
- B. Fair housing choice (i.e., the ability of families to locate housing outside areas of minority concentration); and
- C. When families have difficulty locating housing for lease within the term of the voucher.

The Agency shall also review the payment standard for adequacy when 30% or more of the families have high rent burdens.

In order to maximize the number of families to be served based on available funds, the PHCD may adjust, upon a waiver from HUD, the payment standards when HUD publishes the FMR. The PHCD may adjust the payment standard amounts within these limits in order to assure continued affordability of units within the Miami-Dade County jurisdiction.

### **8.2. Exception Payment Standard**

The PHCD may request an exception payment standard amount from HUD for all units or all units with a given number of bedrooms in a designated "exception rent area" if it is determined that an exception rent is needed to help families find housing in low-poverty areas based on market conditions, or if voucher holders are experiencing difficulty in finding housing for lease under the program terms.

The PHCD shall apply to HUD for approval of payment standard amounts whenever deemed necessary by the analysis of need for a geographic area or neighborhood consistent with the Miami-Dade County Consolidated Plan.

### **8.3 Calculating Housing Assistance Payments**

The PHCD shall use the applicable payment standard schedule for the FMR area or the HUD-approved exception rent area to calculate the housing assistance payment for a family. The payment standard for a family is the lower of the payment standard for the family unit size determined by the PHCD as appropriate for the family composition or the payment standard for the unit actually rented by the family.

During the Housing Assistance Payment (HAP) contract term for the unit, the payment standard is determined by the FMR rent limits effective at the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.

The payment standard for a family shall not drop below the payment standard in effect at the time of Request For Tenancy Approval (RFTA) unless:

- A. The rent to owner decreases;
- B. There is a change in family size or composition; or
- C. The family enters into a new lease. A family entering into a new lease at a current or new unit shall have the current payment standard in effect.



#### **8.4 Reasonable Accommodation**

PHCD has included in this Administrative Plan changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding the exception payment standards for providing reasonable accommodations.

As a reasonable accommodation for a family that includes a person with a disability, the PHCD may establish a higher payment standard for that family up to 120% of the published FMR. The applicant, participant, or representative must request this exception (Refer to Attachment C for PHCD's Reasonable Accommodation Policies and Procedures).

##### **Applicants with Accessibility or Special Needs:**

Applicants whose family includes a disabled person may request a current list of accessible units known to the Agency. The Agency shall not be held responsible for certifying the unit as accessible. Such verification is the responsibility of the family. Verification of the handicap or disability of the family member may be necessary to determine the need for an accessible unit as well as for any disability assistance expenses that the applicant may be able to make a claim.

If the need for an accessible unit is clearly evident, verification of need is not required. The PHCD will conduct outreach efforts to encourage owners with accessible units to participate in the Housing Choice Voucher program (See Attachment C for PHCD's Reasonable Accommodation Policies and Procedures).

### **Chapter 9. Rent Comparability and Reasonableness**

#### **9.1 Comparability**

Rent charged for a unit under the Housing Choice Voucher Program must be reasonable. The PHCD must assure that the rent for the unit assisted is not more than rents charged for comparable units in the private housing market and that the rents approved by the Housing Choice Voucher Program for any units placed under lease do not have the effect of inflating rents in the area or neighborhood. In order to determine comparability the PHCD performs surveys of comparable rents by field visits and through published rental data analyses. The PHCD reserves the right to contract with a private entity to perform surveys of comparable rent.

At the time of initial move-in or change of dwelling, where the rent reasonableness study establishes a contract rent for a unit which is less than the amount requested by the owner and also less than the payment standard, the tenant does not have the option to pay the owner more than the PHCD's approved contract rent nor the determined tenant portion of the rent.

If the rent reasonableness study for an initial move-in or change of dwelling establishes a contract rent that is greater than the payment standard, i.e., (the unit's value is greater than the payment standard) the family may agree to pay the difference in the rent given the family's ability to pay. The PHCD will not approve a rent amount that is beyond the family's ability to pay and under no circumstances approve a tenant portion more than 40% of the family's adjusted monthly income if the gross rent is above the payment standard at time of initial move-in or change of dwelling.

Under no circumstances may an owner charge an amount to a tenant that is more than is approved by the PHCD nor demand side payments in addition to the approved rent.

#### **9.2 Initial Determination of Rent**

A comparable unit shall be defined as a unit which is similar to the subject unit using the following criteria for comparison:

- Number of bedrooms/bathrooms
- Type (i.e., single family, townhouse, duplex, multi-family, etc.)
- Location
- Condition or maintenance
- Amenities
- Year Built (Age)
- Quality
- Housing Services

On occasion, assessing the rent influence of a non-conforming design or condition may require unsupported but reasoned appraisal judgment. In many cases, however, the effect on the rent can be determined from market data.

In general, a minimum of two (2) to three (3) comparable private market (unassisted) units will be used. At the request of the family, the PHCD will assist the family in negotiating the rent, if the rent reasonableness study shows that the unit is valued less than the amount requested by the owner. As part of the rent reasonableness documentation, the PHCD may require the owner to provide a rent roll of unassisted comparable units in buildings of two or more units that shall consist of, at minimum, the apartment or unit number, bedroom size, contract or full rent charged, and the utilities included in the rent, unless there are comparable, assisted units in the complex or building.

The PHCD may require such documentation at lease-up and every time the owner requests an annual or special adjustment (increase) or if there is a change in the utilities distribution. The PHCD may request the owner to provide information on units in the general area for comparability.

### **9.3 Documentation and Record Keeping**

The PHCD will maintain in a database listing (by zip code or census tract) the reasonable rents approved for units under a Housing Choice Voucher HAP contract for a minimum of three (3) years. Such documentation shall include the bedroom size of unit, address, last rent charged and date of last rent adjustment.

Copies of approved rental survey forms shall be maintained for three (3) years by the PHCD and indexed to ensure easy reference. A copy of the approved survey shall also be maintained in the tenant file. The PHCD shall also retain and maintain completed and approved rent increase requests and RFTAs.

## **Chapter 10. Housing Quality Standards and Inspections**

PHCD has included in this Administrative Plan changes published in the Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) effective April 7, 2016, regarding biennial inspections.

The PHCD will inspect all units to ensure that the unit conditions are in accordance with the Housing Quality Standards (HQS) described in 24 CFR 982.401 and relevant HUD guidance.

### Emergency HQS Violations

The following is a non-exhaustive list that will be cited as emergency fail items, requiring remedy within 24 hours of notification:



- A. No electricity
- B. No running water
- C. No gas if heat, hot water or range are powered by gas
- D. Natural gas leak or fumes from fuel burning appliances/equipment
- E. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)
- F. No operational sanitary facilities
- G. Any electrical fixture or equipment that smokes, sparks, short circuits, or is otherwise improperly wired or connected, thus creating a fire hazard
- H. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.
- I. Any other condition that affects the immediate health and safety of the tenant

### **10.1 Initial Inspections**

No unit will be placed under an initial contract until the unit is inspected and any and all violations are corrected and the unit is approved by the PHCD.

If the unit fails inspection, the family and owner will be advised of the repairs needed to pass inspection and given ten (10) business days to correct the failed items. The re-inspection will be automatically scheduled and completed on or about ten (10) business days following the initial fail unless the owner or tenant decides to cancel the RFTA for the unit before the expiration of the ten days. An owner may request an earlier re-inspection date if repairs have been completed before the scheduled date. If the unit does not pass re-inspection, the Request for Tenancy Approval will be voided and the family must find another suitable unit, if the family has time remaining on the Housing Choice Voucher.

Approval for the tenant to move in will not be given until the unit passes inspection, reasonable rent has been established, and the executed lease has been submitted.

### **10.2 Unit Inspections**

PHCD intends to inspect the units under contract annually, but in no case inspections should be done later than 24-month period. Inspections may be also done at any other time or as often as deemed necessary by the PHCD to determine compliance with the PHCD's and HUD's inspection standards. Written notice of the inspection date will be mailed to the tenant, with a copy to the owner. It is the tenant's responsibility to ensure the PHCD has access to the unit and premises. Failure to gain access to the unit and premises to conduct annual inspections and any subsequent re-inspections is a violation of the family's obligations and may result in termination from the program. The family is responsible for HQS violations caused by:

- The family's failure to pay for tenant supplied utilities;
- The family's failure to provide and maintain tenant supplied appliances; and/or
- Damage caused by the family or guest to the assisted unit or premises.

All other HQS violations must be corrected by the owner.

The PHCD will provide written notice to owners and tenants of specific HQS requirements that fail the Annual inspection. The notice will note whether violations are the tenant's or the owner's responsibility.

The participant must allow inspections to be made by the PHCD. Additionally, the participant must allow the owner to make repairs upon reasonable notice and at reasonable hours. Failure of the participant to give access to the unit to allow inspections and/or repairs in compliance with the lease and housing program rules and regulations shall result in the family's termination from the program.

Owners and tenants will be given 24 hours to correct any HQS violation that is considered an emergency as described above. Owners and tenants must correct all other HQS violations within thirty (30) calendar days of the Annual inspection. The date of re-inspection will be automatically set by PHCD between 26 and 28 days after the failed date and will appear on the notice to owner and tenant describing the failed items.

- Compliance Inspection (second re-inspection)  
Owners and tenants may request a Compliance inspection after failing the re-inspection. PHCD will attempt to conduct the compliance inspection within 10 business days of request.

Failure to gain entry to the unit and premises for the purposes of conducting a re-inspection will result in sanctions to the owner and/or tenant.

In accordance with PIH Notices 2012-15 and 2013-17, owners and tenants may submit photographs verifying repairs for Annual and Complaint inspections only. Photos will be considered on a case by case basis and must be similar to images provided by the field inspector. Units where verification of repair by photographs are used, may be subject to additional field inspections.

A. Non Compliance Due to HQS Violations that are Owner Responsibility

The owner must correct emergency violations within 24 hours and routine violations within 30 days of the Annual inspection date. If an owner fails to comply with corrective action within the time period ordered by PHCD, the Housing Assistance Payment (HAP) may be abated as follows:

- Emergency Violations: the day after the time period (24 hours) allowed for correction.
- Routine Violations: the first day of the month following the time period (30 days) allowed for correction.

The unit may remain in abatement status for a maximum of 180 days upon which time the HAP contract will automatically terminate. If the unit has not passed HQS inspection within ten (10) business days from notification of the abatement of HAP, the tenant will be issued a voucher to move to another unit provided the tenant is in compliance with all program regulations including HQS.

It is the owner's responsibility to request a Compliance inspection if violations are corrected after the re-inspection date and prior to the HAP contract termination date or prior to the date the HAP is scheduled to be abated by PHCD. PHCD may conduct a Compliance inspection within 10 business days of request. In the event the owner fails to request a re-inspection prior to the termination of the HAP contract or the date upon which the HAP is scheduled to be abated by PHCD, then the HAP contract shall be terminated or the HAP will be abated by PHCD.

If the violations are corrected and verified by inspection before the HAP contract is terminated, the payments will be reactivated as of the date the unit passes inspection, as long as there is a current lease in place and the tenant still resides in the unit. If the violations are corrected after the termination, the owner and the tenant must execute a new lease and HAP contract; and the unit is subject to another inspection to verify that there are no HQS deficiencies.

The PHCD will notify the tenant in writing to request a change of dwelling due to violations that are the owner's responsibility and not corrected within the PHCD-required time frame. The tenant



## Section 8 Administrative Plan

will be contacted to begin the Change of Dwelling (COD) process. If there are both tenant and owner responsible violations, HAP will be abated and the tenant assistance may be recommended for termination according to HUD regulations.

### B. Noncompliance due to HQS Violations that are Tenant Responsibility

The tenant must correct emergency violations within 24 hours and routine violations within 30 days of the inspection date. For violations that are deemed the tenant's responsibility and are not corrected within these time frames, the tenant will be recommended for termination from the program. Both the owner and tenant shall be notified in writing by the PHCD.

If the tenant requests a compliance inspection within ten (10) business days from the date of notice of intent to terminate program assistance, and the unit passes, PHCD will cancel the termination process.

Should a tenant's participation be recommended for termination for HQS violations in the unit, they will be entitled to a hearing in accordance with this Administrative Plan. While the hearing proceedings and decision are pending, HAP will continue to the owner provided the owner is in compliance with all other provisions of the HAP Contract, but not for longer than a period of 90 days from the date of the failed inspection or the end of the tenancy, whichever is shorter.

Should the owner evict the tenant for tenant-responsible HQS violations, the owner may be paid through the date of eviction. For the payment to be approved, the owner must provide evidence that the eviction has been completed.

In the event that the family's participation is terminated as a result of a hearing decision, and the family remains in the unit, the family is responsible for the full rent to the owner. The PHCD shall notify the owner and tenant by mail of the determination of a unit failing compliance inspection, abatement or termination of assistance. If there are both tenant and landlord responsible violations, HAP will be abated and tenant's assistance may be recommended for termination according to HUD regulations.

### **10.3 Complaint Inspections**

Complaints regarding legitimate HQS issues will be investigated by the PHCD. Complaint inspections will be scheduled by mail or telephone. HQS failures as a result of complaint inspections will be enforced by the PHCD in the same manner as Annual inspections.

### **10.4 Quality Control Inspections**

Quality Control inspections will be conducted to ensure that inspections are in conformance with HQS, to verify the accuracy and efficiency of inspection personnel, and to monitor and document program performance. It is the intent that these inspections and the keeping of records will assist in the identification and prevention of repeated violations. Quality Control inspections will be conducted by a staff member of the PHCD, trained and experienced in conducting unit inspections. The quality control inspection is a re-inspection of units recently inspected. Selection of the units for quality control inspections is done randomly by the Quality Control Inspector or Supervisor from a computer listing of all recently inspected units and should be a cross-section of neighborhoods and a cross-section of the work of inspectors to include the work of each inspector. HQS failures resulting from quality control inspections will be enforced in the same manner as annual inspections.

### **10.5 Ongoing Maintenance required for Compliance with 24 CFR Part 35, Lead-based Paint**

The owner and PHCD are required to conduct a visual assessment for deteriorated paint and failure of any hazard reduction at time prior to move-in and at least annually. In addition, the owner is required to make corrections of deteriorated paint and any failed lead hazards reduction measures.

### **10.6 Extensions of Time to Cure Inspection Violations**

Reasonable extensions to the time limitations for compliance established in this section may be granted by the PHCD in extenuating circumstances. Requests for such extensions must be submitted in writing prior to the MDHCV re-inspection compliance date and supported by documentation. Examples of extenuating circumstances may include but are not limited to the following:

- Inclement weather
- Verification of unavailability of necessary parts or
- Emergency situations such as a natural disaster

In the event that the violation(s) is/are caused by a natural disaster, extensions to the compliance inspection date may be granted. In order to approve such an extension, the PHCD may request evidence of insurance claims, estimates for repair or other related documents.

## **Chapter 11. Utilities**

### **11.1 Utility Allowance Schedule**

The PHCD maintains utility allowance schedules for all commonly used utilities. Utility allowances are not meant to provide a dollar for dollar recapture of utility payments, but are an estimate of the monthly cost of a reasonable consumption of utilities by energy-conservative households that occupy housing of similar size and type in the same locality. The utility allowance schedules are reviewed and revised annually. If there is a 10% increase or decrease in utility rate in any utility category since the last revision, the utility allowance schedules shall be revised.

The utility allowance schedules are by unit size and typical unit types in the Miami-Dade County area. The utility allowance used to calculate the gross rent shall be based on the lower of the actual unit size or the size authorized by the voucher. The PHCD maintains utility allowance schedules that apply to the Housing Choice Voucher, Moderate Rehabilitation and Moderate Rehabilitation Single Room Occupancy units. A copy of the revised utility allowance schedules are provided to local HUD office annually for their review and comments prior to their implementation on the effective date.

### **11.2 Utility Reimbursements**

Where the utility allowance exceeds the total tenant payment of the family, the PHCD will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the PHCD or any other housing authority, the PHCD may use any utility reimbursement amount owed to the family as payment.

The PHCD, at its discretion and as deemed operationally feasible may make utility reimbursement payments directly to the utility company. Such direct payment shall not require the family's consent; however, PHCD shall inform the family immediately upon its decision to make payments directly.

### **11.3 Tenant-Responsible Utilities**

Utilities for which the tenant has agreed to be responsible, as stated in the Request for Tenancy Approval (RFTA), are a family responsibility as specified at 24 CFR § 982.404. The denial of service, disconnection or shutting off of utilities that the resident is responsible for paying or the discovery that



a resident is tampering with utilities to illegally obtain service, may result in a recommendation for termination.

## Chapter 12. Security Deposits and Late Fees

### 12.1 Security Deposits

For all housing assistance payments contracts, an owner may collect a security deposit from the tenant. It shall be the owner's responsibility to collect the security deposits from the family. The amount of the security deposit must be consistent with common practice in the Miami-Dade Private Rental Market and not in excess of security deposits collected for owner's unassisted tenants and not to exceed one month's rent.

### 12.2 Late Fees

Late fees by PHCD shall not be assessed on Housing Assistance Payments except when each of the following conditions is met:

- A. Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant;
- B. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- C. The owner also charges such penalties against the tenant for late payment of family rent to owner.

Late fees may be assessed at the written request of the owner if the initial payment of the HAP has been delayed in excess of 60 days from the effective date of the HAP contract or if timely payment was not received from the County thereafter when it was due pursuant to the lease agreement between the Section 8 tenant and the landlord. In instances beyond the PHCD's control, which affect payments to other owners, late fees shall not be assessed. This may include, but not be limited to, reactivation of payment delays because of system cutoff dates following abatements due to HQS violations.

Late fee(s) are paid to the landlord based on the same monthly late charge fee the landlord charges their tenants as stipulated in the dwelling lease. However, no late payment penalty shall exceed \$50 per occurrence.

Owners shall submit a claim on a PHCD-approved form which can be either mailed to the Owner or (via U.S. mail or electronic mail) can be found on the PHCD website. Late fee(s) are paid to the landlord based on the same monthly late charge fee the landlord charges their tenants stipulated in the dwelling lease. However, no late payment penalty shall exceed \$50 per occurrence.

For new leases or change of dwellings, PHCD is obligated to make housing assistance payments within 60 days from the HAP effective date. Except for new leases or changes of dwellings, generally HAP's are due to the owner on the first of each month. HAPs shall be considered made when the check is issued or electronically submitted to the owner. After the first two calendar months of the HAP contract term, owners can submit late payment claims to the PHCD and the PHCD may be required to pay late fees for any months the payment is past due. Owners must submit any late payment claims on a PHCD-approved Claim Form within 30 days after receipt of the late housing assistance payment from PHCD. The *Claim Form* will be made available for downloading from the County's website located at [www.miamidade.gov/housing](http://www.miamidade.gov/housing) and will also be provided to new owners during the orientation described in Section 13.1 of this Administrative Plan. Failure of the owner to make a claim within 30 days waives their right to make a claim for late payment penalties. If there is

any dispute over the amount of the late fee or a denial of the late fee, PHCD will endeavor to attempt to resolve the dispute.

## Chapter 13. Tenancy Approval

### 13.1 Documents to be Submitted

When the voucher holder has located a unit during the term of the housing voucher, they must submit a completed Request for Tenancy Approval package to the PHCD containing the following:

- A. *Request for Tenancy Approval Form HUD-52517*, fully executed and signed by both owner and voucher holder tenant;
- B. *Miami-Dade County Vendor Affidavit fully completed, executed by the owner*;
- C. Proof of Ownership: if currently on the computerized Miami-Dade County property rolls, the tax bill or other document indicating the folio number may be submitted; if not current on the tax rolls, then a valid deed may be submitted;
- D. A Tenancy Addendum;
- E. Condominium, co-op, or homeowner association approval letter, if applicable and required by such association. The letter should also indicate whether the owner of the condominium or co-op is delinquent on any fees due to the homeowner association;
- F. Tax Identification Number or Social Security Number, as applicable, for the owner; and
- G. Other affidavits, as required by Miami-Dade County.

In circumstances where clarification of ownership is required, the PHCD may request appropriate documentation and may verify such ownership with other Miami-Dade County Agencies and the County Attorney's Office.

Prior to the approval of the assisted tenancy, the PHCD will request the following from the owner: *IRS Form W-9*, completed and executed, unless previously provided by the owner.

New owners will be provided with an orientation to advise them of their rights and responsibilities under the HAP. The PHCD, may provide the option to attend this orientation or view an orientation video at a designated site including, but not limited to, the PHCD website. Ownerships by trusts and corporations shall conform to Internal Revenue Service and the State of Florida requirements. A W-9 shall be completed for every ownership entity with a different tax identification number.

### 13.2 Approval of Assisted Tenancy and Approval to Move In

The PHCD must review and approve all submitted documents, the rent must be reasonable; the unit must pass HQS initial inspection, and receive an executed lease prior to granting authorization for the family to move into the unit. The tenant shall be responsible for the full contract rent to owner if the family moves into the unit prior to being given authorization to move in. To the greatest extent possible, the PHCD will approve tenancy within 15 days of RFTA acceptance given all documents are submitted, completed and executed, the rent is determined as reasonable or negotiated and the unit passes HQS inspection.

The PHCD shall not approve a family for initial tenancy of a unit under Housing Choice Voucher if the family's portion of the rent exceeds 40% of the family's monthly adjusted income. This requirement is subject to change in conformance with HUD federal regulations.



### **13.3 Use of Unit for Business**

A tenant may conduct small-scale legal business in the unit if all of the following conditions are met. An example of a business includes, but is not limited to, cottage industries such as sewing and alteration service. Conditions for use of unit for business are:

- A. Must be included in the lease or as an addendum to the lease;
- B. Must be approved by owner;
- C. Income derived from the business must be included and calculated as part of the family's income;
- D. Business is in compliance with local zoning codes and other ordinances; and
- E. Business does not conflict with federal housing quality standards regarding space and occupancy standards.

### **13.4 Use of Unit Address**

Tenants must use their unit address as their mailing address for all official PHCD correspondence. This correspondence includes but is not limited to reexamination appointments, rent change notifications, inspection appointments, inspection results, termination proceedings, etc. Exceptions may be made to this rule on a case-by-case basis, i.e. domestic violence victims or if a tenant is able to demonstrate that their mailbox has been tampered with and is unsecure by submitting official documentation from the US postal service and/or police records.

## **Chapter 14. Housing Assistance Payments**

Effective January 1, 2017, participating owners must agree to receive the Housing Assistance Payment (HAP) via direct deposit since PHCD will only utilize this payment method to ensure that the HAP is received for all participating owners in the HCV Program. In addition, owners must notify PHCD of any changes to their bank accounts. If owners fail to notify PHCD of changes to bank accounts, they will be subject to the assessed fees and/or penalties PHCD may incur from the financial institution as a result of non-compliance.

Payments under valid HAP contracts will be made on or about the first of the month for which the payment is due. HAP shall be considered made when the payment is electronically transmitted to the owner. Initial payments, due to processing steps, may be delayed. However, all amounts due to date will be paid when processing is complete.

### **14.1 HAP Contract and Lease Termination**

HAP payments will continue so long as the unit passes inspection, the family completes reexamination annually, and is qualified and eligible for continuation in the Housing Choice Voucher program or until the HAP contract or lease is terminated by the owner, the tenant, or the PHCD in accordance with federal regulations. If the HAP contract or lease is terminated, the assistance payment will terminate as follows:

- A. If the tenant moves, the HAP will be paid through the last month the tenant occupies the unit as determined by PHCD.
- B. If the owner terminates the lease, the HAP payment will terminate when the tenant vacates the unit. The PHCD must be given a copy of owner initiated notice of termination of lease.

- C. If the owner plans to evict the tenant for violating the terms of the lease, such notice must be given to tenant with a copy to the PHCD prior to commencement of any eviction action. Such notice may not be simultaneous to eviction process.
- D. If the PHCD terminates the contract, payment will stop on the date indicated in the Notice.
- E. See Chapters 22 for Transfer of Ownership and/or Chapter 23 for Owner's Foreclosure.

#### **14.2 Right to Recoup Amounts Paid**

##### **A. Recapture by the PHCD**

If a contract is terminated after payment has been made or a stop payment is not possible, the PHCD reserves the right to recoup amounts paid erroneously to owners by withholding any payment owed to that owner, even if the payment owed is for another Housing Choice Voucher tenant or for another program. If the owner has no other valid Housing Choice Voucher contracts, they will be responsible for making repayment to the PHCD promptly upon request. As an accommodation to those owners who have only one active unit, or who are no longer participate, in the MDHCV program and are experiencing economic hardship repaying the entire amount to be recouped as a result of over payments, PHCD, may enter into a repayment agreement over a reasonable period of time, not to exceed one year, to recover such payments. The payment terms and duration of these repayment agreements shall be determined at the sole discretion of PHCD, in accordance with fair credit practices, local laws and ordinances.

The PHCD reserves the right to place a lien on the property for any amounts owed after efforts to recoup funds are unsuccessful. The PHCD may deny any new Requests for Tenancy approvals until the payment is made by the owner.

##### **B. County Obligations**

The PHCD reserves the right to withhold payments if an owner owes funds to another Miami-Dade County department. Such withholding is pursuant to County ordinance and administrative order and will only be made upon request by the affected department and with written notice to the owner.

#### **14.3 Reduction or Termination of HAP Contract for Insufficient Funding**

The PHCD may reduce or terminate the HAP contract if it is determined, in accordance with HUD requirements, that the funding under the consolidated ACC is insufficient to support the continued assistance for families in the program. In the event that termination of HAP contracts becomes necessary, the PHCD shall exempt the following:

- Elderly persons, 62 years and older;
- Disabled families;
- Housing Choice Voucher Homeownership Program participants;
- Families receiving voucher assistance as a result of relocation due to HOPE VI development; or
- Families receiving voucher assistance through special allocations in VASH, Access 2000 and Mainstream programs.

The PHCD reserves the right to determine the methodology of termination of HAP contracts. Such methodology shall be based on income. Families currently paying 75% or more of contract rent will have the HAP contracts terminated. If after terminating families paying 75% or more of contract rent there continues to be insufficient funding, then families paying 50% to 74% of contract rent will be



terminated. If there continues to be insufficient funding, then families paying 25% to 49% of contract rent will be terminated. The order of families being terminated in these payment groups shall be conducted on a first in first out basis (i.e., those families who have participated the longest in the program by lease-up date will be the first HAP contracts terminated). Notice of the HAP contract termination will be provided to the tenant and owner. Families terminated due to lack of sufficient HAP funding leaving in good standing shall be afforded, where available, other housing opportunities, including homeownership opportunities and affordable rental housing. Families removed from the program shall be placed on a list until funding is available for re-housing.

## Chapter 15. Annual and Interim Re-examination

### 15.1 Annual Re-examination

#### A. Scheduling of Appointments

Each family participating in the Housing Choice Voucher and Moderate Rehabilitation Programs is required by federal regulation to be recertified every 12 months. Re-examination requires the program participant to provide information regarding family income and composition (including eligibility of the live-in aide, if applicable) to PHCD so that tenant rent for the coming year may be established.

The PHCD will notify the Housing Choice Voucher family approximately 90 to 120 days of re-examination time and will notify the family of documentation the family will be required to provide. Re-examination can be conducted either electronically, in person, by mail or home visit depending upon circumstances, at the discretion of the PHCD. The PHCD may access criminal records of any household members with the purpose of determining continued assistance under the program, at re-examination, change of dwelling, when adding a member to the household or a live-in aide, to substantiate allegations of criminal activities, and at any time the PHCD deems necessary. Additionally, the live-in aide and head of household must sign the Live-in Aide Certification form, if applicable.

#### B. Number of Appointments and Missed Appointments

A family shall be allowed to miss no more than two appointments to complete the re-examination. If the family fails to keep the first appointment, a second notice shall be mailed stating that failure to complete the re-examination at the second appointment will be grounds for termination from participation in the Housing Choice Voucher program.

Exceptions may be granted by the PHCD on a case-by-case basis with consideration of the reason or circumstances for not meeting the re-examination requirements. The PHCD may require documentation from the family to prove any extenuating circumstances. The same number of appointments and procedure stipulated above shall apply to all programs, including the Family Unification program, Veterans Assisted Supportive Housing (VASH), and other targeted Housing Choice Voucher programs. The Florida Department of Children and Families shall be copied on the second appointment notification to Family Unification Program participants in an effort to provide any necessary intervention.

#### C. Failure to Comply in Timely Manner or Non-Compliance

A family's failure to comply with reexamination requirements by providing all required documentation and signatures on forms is grounds for termination of assistance.

When the family causes an unreasonable delay in the reexamination processing i.e. does not provide information within 30 days of the effective date of the reexamination, PHCD will:

- Implement any decrease in family share of the rent on the first of the month following the completion of the reexamination processing.
- Implement any increase in family share of the rent retroactive to the family's reexamination effective date without a 30-day notice since the delay on the family's part results in a waiver of the 30-day notice.
- Families and owners will be notified, in writing, of the results of the reexamination and the effective date of the change.

D. Acceptable Verification of Income

The PHCD will utilize the same procedures as used at admission for obtaining and verifying income. The PHCD will utilize the verification guidelines under PIH Notice 2010-19, PIH Notice 2010-03 Verification of Social Security and Supplemental Security Income Benefits, and subsequent guidelines or regulations that may be issued by HUD.

Enterprise-Income Verification (EIV), when available, and third party written verification of information (which may be provided by the family), are the most desirable types of documentation. If EIV information conforms to the family's declared income as described under Section 7.5, third party verification may not be required. The PHCD staff will utilize the third-party verification criteria stipulated in Section 2.11(7), for tenants under the program.

E. Student Eligibility

A full or part-time household student must meet federal regulation eligibility requirements.

**15.2 Interim Re-examinations**

Rent may be re-determined between annual reexaminations when a participant undergoes a change in family composition or income. The participant must report such changes in writing to PHCD within ten (10) days of the event. Examples of changes that would allow an adjustment in rent between reexaminations are as follows:

A. Family Composition Changes

The family must inform and provide verification to PHCD of family composition changes due to birth, adoption or custody of children (under the age of 18) granted to the family by operation of law, or upon a family member moving out of the unit. An increase or decrease in family size may result in a change in the family's rent. Any other additions to the family must be requested in writing and approved by PHCD prior to the family member being added to the family composition as further described under Section 5.2 - Changes in Family Composition.

B. Income Changes for Existing Family Members

1. Increase in Family Income

Increases in income between annual reexaminations will not result in in rent increase until the next annual reexamination, except in the following circumstances where an Interim will be conducted:

- a) If the family previously had zero income; or
- b) If an FSS participant whose income increase may be beneficial for increasing their escrow account.

Failure to report an increase in income will result in rent back charges retroactive to the effective date of the change.



## 2. Decrease in Family Income

A family may request an interim adjustment of rent as a result of a decrease or loss of income that will be for a period longer than 30 days. Decrease in rent will be made effective the first day of the month following the month in which the change is reported and proper verification completed.

Child Support non-payment will be considered for an interim re-examination if the family shows document(s), as per Third Party Verifications section 2.11 (H)(15). As long as information is provided in a timely manner by the participant, decreases in rent will be made effective on the first day of the following the month in which the change is reported and proper verification is needed.

Reductions in income from seasonal employment (i.e. summer months for school board employees, teachers, etc.) may be eligible for an interim re-examination if the family's income was originally calculated without taking into consideration anticipated reductions in income. An interim re-examination may not be required if anticipated decreases were already included in the annual income.

Rent will not be adjusted as a result of a family's income decreasing because of a reduction in Temporary Assistance to Needy Families (TANF) due to sanctioning by the welfare agency, State of Florida Department of Children and Families. The family is entitled to a hearing, should it wish to appeal such decision by the PHCD not to reduce the tenant portion of the rent.

## Chapter 16. Family Moves

### 16.1 Tenant Notice

With proper notice, a participant family may move to another unit either within or beyond the PHCD's jurisdiction at the expiration of the lease term. Moves after the initial year of the lease term are limited to not more than one move in any 12-month period. A second move within the same calendar year may be allowed only under hardship conditions upon the approval of the PHCD and for victims of domestic violence, sexual assault/battery, dating violence, and stalking, as described under Section 2.15. The notice to move must be in accordance with the lease and addressed to the owner with a copy to the PHCD or its authorized contractor.

A family may move under the Housing Choice Voucher program with a change of dwelling approved by the PHCD, as long as, the family has not been terminated from the program. PHCD will not pay HAP to a former landlord if a new HAP contract has been executed with another landlord, unless any payments are owed to the former landlord.

### 16.2 Mutual Lease Termination

A participant may move from an assisted unit, prior to the end of the first year of lease, by obtaining a mutual lease termination executed by the participant and the owner. The Housing Assistance Payments contract with the owner will be terminated by the PHCD as of the date the lease is mutually terminated. A mutual lease termination in the initial lease term only applies under the conditions stated above in Section 16.1.

### 16.3 Owner Responsibility on Tenant Move-out

The owner is required to provide the PHCD with a copy of any notice to the tenant upon move out.

#### **16.4 Denial of Change of Dwellings**

The PHCD shall deny a Change of Dwelling (COD), in its jurisdiction or under portability, for a participant family if the family owes rent or other amounts to PHCD or to another PHA in connection with subsidized housing, including Section 8 or public housing assistance under the 1937 U.S. Housing Act.

PHCD will consider exceptions to the above policies to protect the health or safety of a family member (e.g., domestic violence, sexual violence, witness protection programs) or to address an emergency situation over which a family has no control. In addition, exceptions to these policies are allowed for purposes of reasonable accommodation of a family member who is a person with disabilities.

### **Chapter 17. Tenant Rents and Housing Assistance Payment (HAP) Increases**

#### **17.1 Tenant Rents**

The minimum rent imposed on tenants is in accordance with federal regulations. The PHCD has adopted a minimum tenant rent of \$50.00 per month. If the family can demonstrate a long-term hardship (over 90 days) in paying the minimum rent that would result in the family being evicted from the unit for its inability to pay the minimum rent, the PHCD shall temporarily exempt the family from payment and will review the tenant's circumstances at the next scheduled reexamination.

#### **17.2 HAP Increases**

An owner may request an adjustment to the contract rent 60 days prior of the anniversary date of the HAP contract. Requests by the owner shall be in writing to the PHCD rent increases are subject to market rent comparability surveys that prohibit paying more for a Housing Choice Voucher unit than a comparable unit on the unassisted market.

The rent to owner will only be increased for housing assistance payments covering months commencing on the latter of: the first day of the first month commencing on or after the contract anniversary date or a minimum of 60 days after the request is received. PHCD shall grant a rent increase unless the owner has not complied with obligations under the HAP contract for the requested units. Prior to PHCD's approval, the owner is required to obtain the tenant's signature as acknowledgement that the family has been notified of such rent increase. PHCD will notify the family upon approval of an increase or change in rent. The family may be provided the opportunity for a change of dwelling. The requested rent must still be reasonable as relates to comparable rents in the market and shall be determined by a rent survey.

The PHCD reserves the right to suspend consideration of the rent increase requests, dependent on available funding provided for the Housing Choice Voucher Program by HUD.

#### **17.3 Change in responsibility for Utilities**

The approved contract rent to the owner and amount of HAP payment includes consideration of utilities. Should the owner and tenant agree to change the responsibilities for utilities, PHCD must be notified. PHCD will recalculate the contract rent and HAP payment. The owner will be required to enter into a new HAP and the owner and tenant will be required to execute a new lease.



## Chapter 18. Portability

### 18.1 Moving out of the PHCD's Jurisdiction

A newly certified family may move to a unit outside of the PHCD's jurisdiction after being certified for the Housing Choice Voucher Program so long as they are a resident of Miami-Dade County at the time of certification or for humanitarian reasons if they are not a resident at the time of certification. The PHCD operates within all of the jurisdictions located within Miami-Dade County.

If the participant family is not a resident of Miami-Dade County at time of certification, the following applies to the family during the first 12 months after admission to the program:

- A. The family may lease a unit within the PHCD's jurisdiction
- B. The family does not have any right to portability
- C. The PHCD may choose to allow the family to port outside the PHCD's jurisdiction
- D. Both the PHCD and the receiving housing authority must agree to allow the family to lease a unit outside of the PHCD's jurisdiction

PHCD may allow a family to port out to other housing agencies within the jurisdiction, as a reasonable accommodation.

### 18.2 Absorption of Incoming Portables

Absorption of incoming portable vouchers will be based on the following criteria:

- A. The PHCD must determine the family's unit size for the portable family according to PHCD's subsidy standards
- B. The PHCD may make the determination to deny or terminate assistance to a portable family in accordance with Section 2.7, Denial of Assistance, and Chapter 27, Termination of Assistance
- C. The PHCD shall attempt to obtain criminal history checks, including sex offender, nationwide. The nationwide sex offender registration check will be conducted online using a database available at [www.nsowp.gov](http://www.nsowp.gov) (PIH Notice 2012-28).
- D. The same conditions apply for incoming portable families participating in the Family Self-Sufficiency (FSS) program in the PHA initiating the portability process
- E. Availability of assistance and funding
- F. Number of incoming Portables from a specific jurisdiction
- G. Possibility of swapping vouchers within a given jurisdiction
- H. Dependent upon whether sufficient funding allows for absorption.

## Chapter 19. Family Self-Sufficiency Program

### 19.1 Overview

The purpose of the Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Section 8 voucher programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. The PHCD

FSS is an employment and savings incentive program for low-income families receiving assistance under the Housing Choice Voucher Program. It was designed to encourage program participants' economic self-sufficiency and possibly homeownership via gainful employment, thereby decreasing and ultimately eliminating their dependency on welfare assistance. FSS consists of case management services, which are partnered with social service agencies, schools, businesses, and other organizations, to help families pursue job search training, employment, educational opportunities and supportive services; escrow accounts into which PHCD deposits the increased rental charges that a family pays as its earnings rise.

### **19.2 Selection and Screening**

Family participation is voluntary and encouraged. Interested families can request information and an application. Housing Choice Voucher program staff reaches out to participants of the Family Unification, and Homeownership programs, as well as others. Applicants must be in compliance with HCV program requirements and family obligations in order to enroll in FSS. Applicants may be screened for interest and motivation to attend FSS orientation sessions or pre-selection interviews and may be assigned certain tasks that indicate their willingness to meet the obligations imposed by the *FSS Contract of Participation (COP)*. Any tasks assigned must be readily achievable by the family, based on its educational level and disabilities, if any. However, they cannot be screened for education, job history or performance, credit rating, marital status, or number of children, and any other factors that could result in discriminatory practices toward individuals with disabilities or those from minority or non-minority groups. Applications to the FSS Program are time dated and considered on a first come/first serve basis, as slots become available.

### **19.3 Contract of Participation: Term and Conditions**

If the last annual or interim reexamination is older than 120 days, an annual or interim reexamination must be conducted before the Contract of Participation (COP) is executed. Family members must fulfill all requirements to obtain full benefits. The FSS contract requires that the family comply with lease stipulations, that all family members become independent of welfare assistance, and that the head of the family seek and maintain suitable employment that pays a living wage.

The family and case manager will work together to establish goals. The COP must be executed no more than 120 days after the household's most recent annual or interim re-examination. It lists the family's current annual income, the amount of earned income included, and the family's Total Tenant Payment (TTP).

During the term of the COP, increases in earned income and TTP are compared to the amounts listed in calculating escrow credits. The initial term of the COP is five (5) years; however, PHCD may grant an extension of up to two (2) years in response to a written request from the family describing "good cause." Good cause includes circumstances beyond the family's control (e.g., serious illness or involuntary loss of employment) that thwarted the family's ability to remain off of welfare assistance for 12 consecutive months. The COP is considered complete and the family's FSS participation concluded when:

- A. The family has fulfilled all of its obligations under the COP on or before the contract expiration date; or
- B. 30% of the monthly adjusted income equals or exceeds the published FMR for the family unit size under PHCD's subsidy standards. To claim its escrow, no family member can be receiving welfare as defined by the FSS regulations, but the 12 consecutive months requirement does not apply. Although successful completion of the contract requires that no family member be receiving welfare assistance, the family may still receive rental assistance at the time of and after their successful completion of the FSS program.



#### **19.4 Individual Training and Services Plan**

The Individual Training and Services Plan (ITSP) identifies appropriate service needs for the head of household and each participant adult family member. Before the COP can be executed, the PHCD must determine if employment goals proposed in the ITSP are appropriate, considering the participant's skills, interests, education, and jobs available in the local market. Based on these employment and personal goals, FSS Program staff refers participants to the appropriate resources and services that are needed for them to achieve their self-sufficiency goals. The ITSP establishes interim and final goals to be achieved within specific deadlines so the family's progress toward self-sufficiency can be measured.

#### **19.5 Services Provided under FSS**

Case management services may include, but not be limited to:

- A. Child care
- B. Transportation
- C. Education
- D. Job readiness, training, and employment counseling
- E. Substance/alcohol abuse treatment or counseling
- F. Household skills training
- G. Life skills training
- H. Homeownership counseling

#### **19.6 The Escrow Account**

A single, interest-bearing FSS escrow account is established for each participating family. An escrow credit, based on increases in the family's earned income, is credited to the account by the PHCD during the term of the COP. A portion of this escrow amount can be made available to the family to complete an interim goal (e.g., education). If the family completes the terms of the COP and no member is receiving welfare assistance, the amount of the escrow account is paid to the head of the family. If the FSS contract is terminated, or if the family fails to complete it before the expiration date, the escrow funds are forfeited.

### **Chapter 20. Expanding Housing Opportunities**

#### **20.1 Overview**

PHCD actively recruits landlords of suitable rental units for their participation in the Housing Choice Voucher Program. Likewise, PHCD provides voucher holders with a list of landlords who are participants in the program, information concerning the availability and benefits of mobility opportunities, as well as encouragement, support, and guidance on leasing rental units. Moreover, voucher holders are briefed on the effective implementation of portability and other cooperative mobility strategies within and outside of Miami-Dade's jurisdiction. The overall objective is to encourage the availability of affordable housing and maximum geographic diversity; and the movement of voucher families into a broader range of neighborhoods.

#### **20.2 Outreach to Owners and Owner Referral Lists**

The PHCD employs a variety of strategies to recruit owners of units inside, and especially outside areas of high poverty and minority concentration. For the latter group, landlords will be contacted

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through groups including the Miami-Dade County Realtors Association and Builders Association of South Florida. Additional strategies may include:

- A. Newsletters and semi-annual seminars that provide up-to-date information, including program changes, to current and prospective owners;
- B. Surveys of owners are conducted to identify issues and based on the results, to improve program operation;
- C. Periodically, the PHCD engages in direct advertising in *The Miami Herald*, *The Miami Times*, *Diario Las Americas* periodicals, the *Haiti en March*, and *The Voice*. It also makes public service radio and television announcements;
- D. Informational letters and flyers are posted at community organizations, neighborhood centers, churches and other places of worship; word-of-mouth leads and referrals are encouraged;
- E. This Administrative Plan and other information on the Housing Choice Voucher program are provided on the internet at the PHCD's website so interested landlords or property owners can readily access information;
- F. Success stories involving the program and its participating families are disseminated via various media;
- G. Membership in associations of owners/managers of rental properties;
- H. Direct personal contact with owners

The PHCD will maintain a listing by bedroom size of available rental units, including accessible units for persons with disabilities. Upon request, this list shall be made available to Housing Choice Voucher participants and shall be placed in public reception areas of the Housing Choice Voucher Program office.

### **20.3 Information Assistance for Voucher Families**

The PHCD will provide all new Housing Choice Voucher holders an information packet, typically distributed at the initial briefing, home visit or via mail. Maps will be provided showing areas of housing opportunities outside areas of poverty or minority concentration within its and neighboring jurisdictions, and assemble information on the characteristics of these areas (e.g., population demographics, types of housing offered, rent levels, schools, transportation, shopping, and employment options). The information is intended to introduce the family to a full range of neighborhoods where they may lease units and the advantages each offers. The maps and related information are used to brief voucher holders of the full range of areas where they may lease units. The packet requirements are as follows:

- A. A list of owner-landlords who are willing to lease units within and outside of poverty or minority concentrated areas, or organizations that are willing to help families find units within and outside of poverty or minority concentration areas.
- B. A written description of how portability works and a list of contact persons for neighboring housing agencies outside Miami-Dade County (including name, address, and phone numbers) for families who move under portability.
- C. Information about the existence and availability of units that can accommodate a family member with disabilities.



- D. The participants' fair housing rights and what to do if discrimination is encountered will be discussed. In cases where discrimination is suspected, the PHCD will advise the family to file a discrimination complaint with the Department of Housing and Urban Development, the Florida Commission on Human Relations, the Miami-Dade Commission of Human Rights or any other enforcement agency.

PHCD periodically analyzes whether rental voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration; if so, it also analyzes whether it is appropriate to seek approval of exception payment standard amounts within its jurisdiction and seeks HUD approval when necessary.

## **Chapter 21. Providing Information and Complaints**

### **21.1 Florida Public Records Act**

Pursuant to the State of Florida's Public Records Act, Chapter 119 of Florida Statutes, all records generated by public entities during the normal course of business are considered public records and are open to review upon reasonable notice, unless exempted by State of Florida law or as stipulated below. A copy of this Administrative Plan shall be made available to the public at the Housing Choice Voucher Program office, and posted on the PHCD's website.

Requests to view a file must be made in writing or by submitting a Public Information Request to the PHCD during normal business hours. Upon requesting a file, the person making the request shall be notified of the location at which the file may be accessed. Files may not be available at the time requested. If a file is not available, the PHCD shall provide the requestor with the date or date/time the file will be available for viewing. The PHCD shall obtain the requestor's name and telephone number to contact the requestor of any change in date or time the file is available for reviewing.

Copies of file documents may be requested. There will be a charge for copies in accordance with the Public Records law and Miami-Dade County Administrative Order No.4-48. Requests that require extensive staff time, or information checking resources, may access a charge that reflects the lowest salary (plus fringes) among all clerical workers, and if applicable, among all supervisory/management personnel who might perform such work, or the actual salary and fringes of the specific person or persons performing the work. Files may not be removed from the Housing Choice Voucher office.

Notwithstanding the requirement to comply with Chapter 119 of the Florida Statutes, the PHCD reserves the right to claim any applicable exemption from the general requirements of the statute. In instances of families in witness protection, victims of domestic violence, families with restraining orders or other documented circumstances where the file identifies information that places the family at liability, requests for reviewing such files, which include addresses and other identifying information, shall be considered based on a review of the appropriateness of the requestor and individual circumstances.

### **21.2 Information to Owner**

A potential owner will be provided the following information about the program participant on the Owner/Agent Certification form upon request:

- A. The participant's current and prior address as shown in PHCD records;
- B. The address of the participant's current and prior landlord; and
- C. A statement to the effect that the Agency has not screened the family's background or suitability for tenancy with the exception of a criminal and sex offender background check in accordance with PHCD's policies.

The landlord is responsible for any other screening to be completed in a non-discriminatory manner. Landlords are responsible for determining whether to conduct their own criminal background checks to decide if the family is suitable for tenancy. If the current or potential owner requests criminal background information on an applicant/tenant, the PHCD may not release details of the criminal background check but may notify the owner verbally over the telephone or in writing whether the family is eligible for assistance.

### **21.3 Complaints**

PHCD shall promptly notify the owner of any complaints by or about the family concerning its tenancy or housing as it relates to their tenancy or the Housing Choice Voucher program. Such notification shall be in conformance with Miami-Dade County Resolution No. R-1543-97. PHCD has the right to request action by the owner or a response as to the resolution or outcome of the issue. In responding to a complaint, the PHCD may require the family to come to the Housing Choice Voucher Office for an interview to address its concerns regarding participation in the Housing Choice Voucher program. Members of the public may file complaints against owners, tenants, and employees of the PHCD by submitting a letter describing the specific problems to:

Director, Public Housing and Community Development  
701 NW 1st Court, 16th Floor  
Miami, Florida 33136-3914

PHCD investigates allegations of fraud or illegal activity committed by housing program applicants and tenants. Incidents of fraud or illegal activity may be reported by calling the PHCD fraud hotline number. All calls are confidential and callers remain anonymous at all times.

Additional information on the PHCD's Fraud Program can be found on PHCD's website. Except as described in Chapter 30, Fair Housing and Equal Opportunity and Grievance Procedures, all non-fair housing and ADA complaints shall be reviewed by an appropriate staff member and answered in no more than 30 calendar days. Persons filing complaints shall be informed on a regular basis as to the progress of their complaint and any decisions made by the PHCD. Persons wishing to report welfare fraud may do so by calling or writing:

Florida Social Services Department  
1317 Winewood Boulevard  
Tallahassee, Florida 37399  
1-800-342-9274

## **Chapter 22. Transfer of Ownership**

Section 14 of the existing HAP contract requires the owner to obtain the prior written consent of the PHCD before any assignment of the HAP contract. In the event prior written consent was not requested nor granted, the HAP contract may be terminated. See Chapter 23 for change of ownerships resulting from foreclosures.

The new owner must submit all necessary paperwork and documents to Housing Choice Voucher Program staff and be qualified as an owner as indicated in Chapter 24. At the time of notification, PHCD, shall stop payment to the former owner. If there is an overlap between the transfer of ownership date and the date the payments are stopped, the PHCD shall not be responsible for funds already disbursed to the former owner and Housing Assistance Payment disbursements shall be settled between the new and the previous owners.



## Chapter 23. Owner's Foreclosure

Any notification of foreclosure of a unit received by the housing agency shall be placed in the tenant file. A change of dwelling shall be given to the family at the discretion of the PHCD. Preliminary notice of foreclosure action does not necessitate that the family move. The PHCD may contact the owner or the foreclosing party (mortgage holder) for information. Failure of the PHCD or its authorized contractor to make housing assistance payments when payment is owed and due shall not be the responsibility of the family. In such cases, the Agency shall expedite payment, including remittance of emergency check to assure continued tenancy for the Housing Choice Voucher family. PHCD will comply with PIH Notice 2010-49. If a property is foreclosed during the term of the lease, the new owner cannot require the tenant to vacate the property prior to the effective date of transfer of ownership. However, the tenancy can be terminated as of the effective date of transfer if the owner:

1. Will occupy the unit as a primary resident; and
2. Has provided the tenant a 90-day notice to vacate.

Otherwise, the new owner shall assume the same lease and HAP contract that was effective between the prior owner, tenant, and PHCD.

## Chapter 24. Disapproval of Owners and County Employee Participation in Section 8 Programs

### 24.1 Disapproval of Owners: Conditions

The PHCD shall limit, deny or terminate participation of owners in any of the following circumstances:

- A. When the owner is debarred, suspended, or subject to a limited denial of participation by HUD;
- B. When directed by HUD as a result of an administrative or judicial action in violation of the Fair Housing Act;
- C. When an owner has a history of uncorrected HQS;
- D. When an owner has a history of fair housing violations or complaints;
- E. When an owner has been convicted of fraud, bribery or any corrupt or criminal act in connection with any federal housing program;
- F. When an owner has violated a HAP contract pursuant to the federal regulation at 24 CFR part 982;
- G. When an owner or representative (i.e. building manager) has engaged in any drug-related or violent criminal activity or is a registered sex offender;
- H. When an owner has not paid local property real estate taxes, fines or assessments;
- I. When an owner has claimed homestead exemption on the assisted unit;
- J. When the owner is any member of the participant family, unless the PHCD determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

- K. When the owner or a member of the owner's family is a County employee and has not obtained a waiver from the Miami-Dade Ethics Commission;
- L. When the owner has not paid in full all utility bills related to the tenancy of a Housing Choice Voucher family that are owner responsibility;
- M. When an owner has a history of failing to terminate the tenancy of Housing Choice Voucher tenants for activity engaged by the tenant, any member of the household, guest or other person that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, for drug- related criminal activity; or violent criminal activity;
- N. When an owner has a history of being abusive towards the PHCD staff or program participants.

Nothing in this Administrative Plan is intended to give or confer any rights upon any owner any right to participate in the PHCD's Housing Choice Voucher Program. There are no appeal rights for the Agency's decision to disapprove owner participation.

#### **24.2 County Employees and Immediate Family – Participation in Section 8 Programs**

- A. PHCD complies with 24 CFR § 982.161 which states that any employee of the PHA, contractor, subcontractor or agent shall not enter into a contract or other arrangement in connection with Section 8 programs.
- B. Any PHCD employee or member of the employee's family wanting to participate in a Section 8 program must obtain a waiver from the Miami-Dade Ethics Commission.

### **Chapter 25. Project-based Voucher (PBV) Program**

#### **25.1 Overview**

##### **A. Overall Approach**

PHCD may designate a maximum of 20% of its non-targeted housing choice voucher allocation for project-based vouchers in order to administer project-based Voucher assistance. The PHCD will project-base the vouchers for newly constructed, rehabilitated or existing housing units. PHCD will enter into a Housing Assistance Payments (HAP) contract with qualified owners to provide project-based voucher assistance in compliance with PHCD's PHA plan and consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.

##### **B. Program Objectives**

The project-based voucher program is intended to provide housing assistance to individuals and families, so that specific objectives can be accomplished in accordance with HUD's regulations as follows:

1. To encourage developers or property owners, including non-profit housing development corporations, to construct standard, or to upgrade substandard, rental stock throughout the Miami-Dade County; and
2. To make existing, newly constructed or rehabilitated dwelling units available to very-low and low-income persons at rents within the PHCD's applicable payment standard.

Preference will be given to proposals that intend to attach project-based assistance to larger units, i.e., units with three (3) bedrooms or more.



C. Program Requirements

At its discretion, PHCD will solicit proposals from developers, property owners and nonprofit housing corporations to participate in the project-based voucher program. Project based assistance may be attached to existing units, units to be rehabilitated and newly constructed units. In addition, a maximum of 25% of the units in any one building may receive project-based voucher assistance. However, single-family properties and properties designated for elderly families, disabled families, or families receiving supportive services are exempt from the 25% limit.

For the purposes of the project-based voucher program, existing units require a maximum expenditure of less than \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with federal Housing Quality Standards (HQS) at the time the PHCD notifies the applicant of selection. Rehabilitated units, for the purpose of the project-based voucher program, are units that require a minimum expenditure of \$1,000 per assisted unit, including a prorated share of work on common areas or systems to comply with HQS.

All units in the building receiving project-based assistance shall be inspected for HQS, as stipulated in Chapter 10 of this Administrative Plan. The PHCD shall inspect each unit on an annual basis. Only units that comply with HQS shall be included in the HAP contract.

For units undergoing rehabilitation or new construction concerning site and neighborhood standards apply. The site shall be accessible to social, recreational, educational, commercial, health facilities, and other appropriate municipal facilities and services.

Properties to be assisted under the project-based voucher program will be subject to the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA) and the requirements of 49 CFR, Part 24, subpart B.

D. Location of Project-based Vouchers

The PHCD may administer the program on a county-wide basis. In compliance with the federal regulations and the PHCD's Equal Housing Opportunity Plan, suitable dwelling units must be made available under the project-based voucher program in structures that are located in areas outside of low income and minority concentrations, unless a waiver is requested from and granted by HUD.

The PHCD may request exceptions of the requirement that project-based assistance be located in census tracts with a poverty rate of less than 20%, based upon the review of the proposals submitted to the PHCD.

E. Administrative Approach

The PHCD shall perform traditional Housing Choice Voucher program administrative responsibilities associated with the implementation of the project-based voucher program. These functions include, but are not limited to, outreach, review and selection of proposals, inspections, tenant selection from the waiting list, determination of tenant eligibility, and annual reexaminations, in accordance with this Administrative Plan, for applications that involve new construction or rehabilitation of units. The PHCD staff will also perform work write-ups, cost estimates, and feasibility analyses.

The PHCD reserves the right to solicit proposals from private concerns to perform selected administrative responsibilities in the implementation of the project-based voucher program or may contract with the property owner or developer of the project-based property for any administrative functions that are the responsibility of the housing agency.

**25.2 Administration of Project-based Program**

**A. Solicitation of Owner Proposals**

The PHCD will solicit owner participation by advertising in three newspapers of general circulation, such as *The Miami Herald*, *Diario Las Americas* and *The Miami Times*, stating proposals to attach rental assistance for specific properties will be accepted.

The advertisement may be published at least three times over a period of not less than 30 days, and will include a statement that applications will not be accepted beyond the specified 30-day deadline. The advertisement will also specify the number of dwelling units the PHCD estimates that it will be able to assist under the funding that the PHCD is making available for this purpose and that only applications submitted in response to the advertisement will be considered. The advertisement will also state the PHCD's selection policies.

For proposals requiring new construction or rehabilitation of assisted units, the PHCD will establish competitive procedures for the submission of proposals, which will be submitted to HUD for approval.

An application packet will be prepared for distribution to interested parties, and will also be made available at the PHCD administrative offices. The packet will contain a description of the project-based voucher program, an outline of the rules and regulations governing the project-based voucher program, the required contents of owner proposals, and the criteria that PHCD will use in the selection of eligible proposals.

At PHCD's discretion, additional information may be provided at pre-proposal conferences or workshops.

**B. Requirements for the Submission of Proposals**

The owner's submission of the application to the PHCD must contain:

1. Description of housing to be assisted, including the number of units by size (square footage); bedroom count; bathroom count; sketches of proposed new construction or rehabilitation, if applicable; unit plans; listing of amenities and services and estimated date of completion for units to be rehabilitated or constructed. For rehabilitation, the description must describe the property "as-is" and must also describe the proposed rehabilitation.
2. Evidence of site control, and for new construction, identification and description of the proposed site, site plan and neighborhood.
3. Evidence that the proposed new construction or rehabilitation is permitted by current zoning ordinances or regulations or evidence to indicate that the needed rezoning is likely and will not delay the project.
4. The proposed contract rent per unit, including an indication of which utilities, services and equipment are included in the rent and which are not included.
5. Information concerning the occupancy status of the units to be assisted under the project-based voucher program, including applicability of permanent and temporary relocation of site occupants.
6. A certification from the owner that there will be no displacement of residential tenants from units to be assisted under the project-based voucher program.



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7. The identity of the owner, developer, builder, architect, management agent (and other participants) and the names of officers and principal members, shareholders, investors, and other parties have a financial interest; a disclosure of any possible conflict of interest by any of these parties; and information on the qualifications and experience of the principal participants, including previous participation in any HUD programs.
8. The owner's marketing plan.
9. The owner's plan for managing and maintaining the units.
10. Evidence of financing or lender interest and the proposed terms of financing.
11. The proposed term of the HAP Contract.

### C. Initial Inspection

Prior to the ranking and rating of proposals, an initial inspection will be performed by the PHCD staff for properties included in proposals accepted for consideration of rating and ranking. The PHCD will not inspect properties included in the proposals that do not meet threshold requirements for further consideration.

1. The inspection will determine if the property is eligible as defined at 24 CFR § 983.101, meets federal HQS, and the occupancy status of the units to be assisted.
2. For proposals which will involve rehabilitation, the inspection will also determine if the property can be rehabilitated without causing displacement of residential tenants from units to be assisted, will identify the rehabilitation work meets the minimum \$1,000 per unit requirement, and if the specific work items will bring the units in compliance with HQS.
3. For proposals in which there will be new construction, the inspection will determine that construction work has not begun.
4. If PHCD discovers as a result of the initial inspection that the proposal does not meet program requirements, the owner will be informed in writing of the reasons for the rejection.

### D. Rating and Ranking of Proposals

The rating and ranking of proposals will be performed by PHCD staff. With regard to the initial screening of proposals, the criteria that will be utilized to determine whether a proposal should be rejected without further review or accepted for further consideration of rating and ranking will include:

1. Receipt of the proposal by the date and time as specified in the advertisement
2. Receipt of the proposal in the proper format, including submission of all specified forms with all of the entries completed as required
3. Proposals that indicate gross rents will exceed 110% of the PHCD payment standards, or which clearly indicate that the proposed project is infeasible, will be rejected
4. Proposals involving ineligible properties or housing types identified in 24 CFR § 983.53 will be rejected.

Proposals will be evaluated based on the factors determined by the PHCD to rate and rank proposals. Among the factors to be considered in the ranking and rating of proposals include: suitability of the site to accommodate the number and type of units proposed for assistance,

including environmental and health and safety concerns; design elements, with preference to proposals that offer larger units to be assisted; experience of the owner and other participants in providing affordable housing; plan for the relocation of current tenants, if applicable; and financial feasibility of the project.

For proposals that involve new construction or rehabilitation of units, additional factors will be considered: the estimated cost per unit of construction or rehabilitation, and the experience of the owner and other participants in construction or rehabilitation of rental properties in accordance with HUD regulations.

E. Notification to Owners

Proposals that have been received in response to PHCD's advertisement which comply with all of the prescribed selection criteria and procedures and are deemed feasible will be rated and ranked in accordance with the PHCD's written policies. The Owners who submitted the highest ranked feasible proposals will be sent a written Notice of Acceptance stating the tentative number of units to be assisted.

**25.3 Agreement to Enter into Housing Assistance Payments Contract**

A. Pre-Agreement Process

For proposals in which there will be rehabilitation or new construction, owners shall have 60 days in which to complete required actions before an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract can be signed.

Prior to the AHAP execution for rehabilitation projects, the actions required are: preparation of detailed work write-ups, cost estimated, specifications and plans, as appropriate, depending upon the nature of the nature of the identified rehabilitation. Davis-Bacon wage rates are applicable for those buildings containing nine (9) or more units. The work write-ups must address the specific work items identified to meet the \$1000 per assisted unit rehabilitation requirement as well as the work items that are needed to bring each unit to be assisted up to the HUD Housing Quality Standards.

Prior to the AHAP execution for new construction units, the HUD shall review owner proposals, which are submitted by the PHCD, for compliance with site and neighborhood requirements set forth in at 24 CFR § 983.154. Davis-Bacon wage rates are applicable for those buildings containing nine (9) or more units. In addition, the Owner must submit the design architect's certification that the proposed new construction reflected in the working drawings and specifications comply with HQS, local codes and ordinances, and zoning requirements.

B. Selection of Contractor

Owners are responsible for the selection of a competent contractor to undertake the new construction or rehabilitation work under the AHAP contract. The owner, contractor and their subcontractors are subject to Section 3 of the Housing and Urban Development Act, as amended in 1968, and the regulations at 24 CFR part 135, which requires that training, employment and contracting opportunities be provided, where feasible, to low-income Section 3 residents. The PHCD's Administration Division shall provide oversight and assistance regarding the owner's responsibility under Section 3.

C. Uniform Federal Accessibility Standards: Section 504 and Fair Housing Act

The owner and their contractors and subcontractors are subject to compliance with the Fair Housing Acts, Americans with Disabilities Act and Section 504 of the Rehabilitation Act and are required to comply with Uniform Federal Accessibility Standards requirements for persons with



disabilities and the Fair Housing Amendments Act. The PHCD's construction unit will coordinate Section 504/ADA requirements through the PHCD's ADA Coordinator's office.

D. Execution of the Agreement

When all required pre-Agreement procedures have been satisfactorily completed, the AHAP contract shall be executed. The AHAP must be executed before the start of any new construction or rehabilitation to be performed under the AHAP. Under the AHAP, the owner agrees to construct the units in accordance with the PHCD approved working drawings and specifications or to rehabilitate the units in accordance with the PHCD approved work write-ups.

**25.4 New Construction or Rehabilitation Phase**

A. Timely Performance of Work

Immediately following the execution of the AHAP contract, the owner shall promptly proceed with the construction or rehabilitation work as provided in the agreement. In the event the work is not so commenced, diligently continued, or completed, the PHCD may terminate the Agreement or take other appropriate action.

B. Inspections

PHCD shall conduct periodic inspections during the new construction or rehabilitation phase to ensure that work is proceeding on schedule and is being accomplished in accordance with the terms of the AHAP. Inspections shall be performed at such intervals so as to ensure that the work meets the levels of materials specified in the work write-ups or working drawings and specifications, and meets typical levels of workmanship in the area.

C. Changes to Work

Owners must obtain prior approval from PHCD for any changes from the work specified in the AHAP contract that would alter the design or quality of the required new construction or rehabilitation. If the owner makes any changes without the prior approval of the PHCD, PHCD may request HUD to lower the initial contract rents in the amount determined by HUD, and may require the Owner to remedy any deficiencies, prior to, and as a condition for, acceptance of the units. The PHCD shall have the right to disapprove any changes requested by the owner.

D. Completion of New Construction or Rehabilitation

The owner must notify the PHCD in writing when the work is completed and submit evidence of completion. Among the documents the owner must submit is a Certificate of Occupancy or other official approvals required by the locality, and a certification that the work has been completed in accordance with the requirements of the AHAP.

The PHCD will conduct a final inspection to verify the completion of all the work items required by the AHAP and a determination regarding compliance with Section 504/ADA/ Fair Housing Act, and other applicable laws, regulations and executive orders, HQS and the South Florida Building Code. If the PHCD determines from the review and inspection that the unit(s) has been completed in accordance with the AHAP contract, the PHCD shall accept the unit(s).

If there are any items of delayed completion that are minor items or that are incomplete because of weather conditions, and in any case that do not preclude or affect occupancy, and all other requirements of the AHAP contract have been met, the PHCD shall accept the unit(s); however, the PHCD shall require the owner to deposit in escrow with the PHCD's funds in an amount the PHCD determines to be sufficient to ensure completion of the delayed items. In addition, the owner and the PHCD shall execute a written agreement, specifying the schedule for completion

of these items. If the items are not completed within the agreed time period, the PHCD may terminate the AHAP contract or exercise other rights under the AHAP contract.

**25.5 Housing Assistance Payments (HAP) Contract**

**A. Time of Execution**

The PHCD and the owner shall execute the Housing Assistance Payments (HAP) contract if the PHCD determines from review and inspection that the unit(s) has been completed in accordance with the AHAP contract and the owner has submitted the required evidence of completion as set forth herein. The effective date of the contract may not be earlier than the date of the PHCD's inspection and acceptance of the unit(s).

**B. Term of Contract**

The HAP contract shall have a term no greater than 15 years, subject to available funding. At the discretion of the PHCD and for a term determined by the PHCD, extension to the contract may be granted beyond the original term, contingent upon continued funding to achieve long-term availability of affordable housing for eligible households or to expand housing opportunities.

**C. Initial Contract Rents**

The HAP contract shall establish contract rents that will not exceed 110% of the Fair Market Rent (FMR) and will be the lowest of the reasonable rent or the rent requested by the owner. The initial contract rent must be reasonable in relation to rents currently being charged for units in the private unassisted market, taking into account the location, size, structure type, quality, amenities, facilities, and management and maintenance service of the unit.

If the property has been allocated low-income tax credits, but it is not located in a "qualified census tract," the rent to owner must not exceed the lowest of: the tax credit rent minus any utility allowance, the reasonable rent or the rent requested by the owner.

**D. Contract Rent Adjustments**

The HAP contract allows for adjustments in contract rent during the contract term and such adjusted rents shall be reasonable.

**E. Vacancy Payments**

Vacancy Payments will be made only if PHCD has elected to include the vacancy payments in the HAP contract. If a unit becomes vacant as a result of a tenant moving out, the PHCD shall continue to provide assistance for the unit for up to a maximum of 60 days. Such payment will be made only if the vacancy is not a result of the owner's failure to take reasonable action to minimize such vacancies.

**F. Reduction of Contract Units after Vacancy**

If no eligible family rents a vacant unit within 120 days of the vacancy, the PHCD may terminate its commitment to make additional assistance payments for the unit for the balance of the HAP contract.



**25.6 Management Phase**

**A. Family Selection and Participation**

The selection of tenants for the Project-based Voucher Program will be consistent with the procedures detailed in Chapter 2 of this Administrative Plan. An applicant who rejects an offer of a project-based unit or who is rejected by the owner of the housing unit will remain in the same position on the HCV Waiting List, as if the offer had not been made. If a dwelling unit to which assistance is to be attached under the project-based voucher program is occupied, the PHCD must determine whether the unit's occupants are eligible for assistance. If a unit is occupied by an eligible family and the unit is selected by the PHCD, the family must be placed in an appropriately size project-based assisted unit in the project without requiring the family to be placed on the PHCD's waiting list.

In the event that there are an insufficient number of eligible persons on the waiting list, the PHCD shall place applicants referred by the owner on the waiting list. Eligibility for selection in the Project-based Voucher Program shall be consistent with the PHCD's eligibility criteria for housing assistance.

If a family elects to move from a unit assisted under the Project-based Voucher Program after the initial year, the PHCD must provide the family with a Housing Choice Voucher. If no vouchers are available to the family, the PHCD must give the family priority to receive the next available voucher.

**B. Briefing of Families**

When a family is selected to occupy a unit under the program, the PHCD shall provide the family with written information concerning the tenant rent and any applicable utility allowance. The information conveyed at the briefing will include, but not be limited to:

1. Family and owner responsibilities,
2. That the subsidy is tied to the unit and the family must occupy an approved unit under the program,
3. The likelihood of the family receiving a Housing Choice Voucher after the HAP contract expires,
4. The family's options under the project-based voucher, program, if the family is required to move because of a change in family size or composition, and
5. Hearing procedures, including a description of the circumstances in which the PHCD is required to provide the opportunity for an informal hearing and of the procedures for requesting a hearing.

**C. Lease Requirements and Termination of Tenancy**

The lease between the family and the owner shall be for one (1) year, or the remaining term of the HAP contract, if the contract will expire within one (1) year. The lease may contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner. In the case of a lease term for more than one (1) year, the lease must contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner after the first year of the term.

D. Informal Hearing and Review

The regulations at 24 CFR § 982.554 and 982.555 regarding informal reviews for applicants and informal hearings for participants, apply to this program. See Chapter 29 for the PHCD's Informal Hearing and Review Procedures.

E. Overcrowded and Under Occupied and Accessible Units

If the PHCD determines that a family is occupying an overcrowded or under-crowded unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHCD must notify the family and the owner of this determination and of the PHCD's offer of continued assistance. The continued assistance offer may be:

1. Project-based voucher assistance in an appropriate size-unit (in the same building or another building);
2. Other project-based housing assistance;
3. Rental assistance under the HCV program;
4. Other comparable public or private housing assistance program (e.g. under the HOME program.)

The determination of the offer of continued assistance will be at the discretion of the PHCD. However, if the PHCD offers the family the opportunity to receive HCV rental assistance, the PHCD must terminate assistance payments for the project-based unit at the expiration of the term of the voucher.

If the PHCD offers the family the opportunity for another form of continued housing assistance, except for HCV assistance, and the family does not accept the offer, does not move out of the Project-based Voucher unit within a reasonable time, or both, the PHCD must terminate the housing assistance payments for the project-based unit.

## Chapter 26. Homeownership under Housing Choice Voucher

### 26.1 Overview

The PHCD shall administer and offer a homeownership program as allowed under 24 CFR § 982.625 through 982.641 to permit eligible Housing Choice Voucher recipients to purchase a home using the voucher subsidy. With the competitive rental market and increasing need for affordable housing in Miami-Dade County, the establishment of a Housing Choice Voucher Homeownership program will create a larger selection of housing choice which eligible Housing Choice Voucher families can use.

The PHCD shall oversee the Housing Choice Voucher Homeownership program, hereafter referred to as the Homeownership program. The PHCD shall determine eligibility of families and enforce the federal regulations regarding homeownership and its Administrative Plan rules.

The goal of the program is to provide homeownership opportunities, along with counseling, self-sufficiency, training and support, thereby facilitating economic opportunity within communities while providing parameters to ensure the success of the homebuyer. This program is designed to minimize default of the homeowner, which would have a negative impact on the family and the neighborhood where the unit is located and would enhance economic opportunity for families eligible for such a program.



The PHCD implements a wide range of housing programs designed to enhance housing opportunities for low and moderate-income families, including homeownership for first time homebuyers. The PHCD's experience in homebuyer opportunity programs dates back to 1984. A maximum of 10% of the voucher allocation inventory may be targeted for homeownership. The percentage may be amended based on the success of the program and need of Housing Choice Voucher families. Upon authorization by HUD, the PHCD may opt to administer other types of homeownership programs using the housing subsidy, including but not limited to an alternative down payment assistance program.

**26.2 Eligibility of Family**

Family eligibility shall be:

- A. A family assisted under the homeownership option may be a newly admitted or existing participant in the program;
- B. The family must be currently in good standing with the housing agency, including no outstanding debt to the PHCD for previous housing quality standard damages or unpaid rent;
- C. The family must be in compliance with the current lease;
- D. The family shall not have tenant responsible housing quality standards violations existing in the unit which have not been corrected within the time provided by the Inspections Department;
- E. The family shall not have a history of late rent payments;
- F. The family must be a first time homebuyer and not have any member of the immediate family owning a home for a minimum of three (3) years prior to receiving the homeownership assistance. A displaced homemaker or single parent who owned a home with a former spouse is exempt from this requirement;
- G. The family must not have any financial interest in any other home while receiving Housing Choice Voucher assistance;
- H. The family must not have any outstanding debts which would deem them unqualified for home financing;
- I. Any family member must not have been previously assisted under the PHCD's Homeownership program while an adult and defaulted on a mortgage obtained through a PHCD Homeownership program;
- J. The family must be income eligible and have at least one adult family member who is employed full time year round for a minimum of one year. Families with an adult family member who is disabled or elderly shall be exempt from the employment requirement; and
- K. The family must not be within the initial one-year (1-year) term of the HAP contract in order to be considered eligible.

Families currently enrolled in the Family Self-Sufficiency Program shall be encouraged to participate in the Homeownership program.

**26.3 Income Requirements**

Homeownership opportunities will be offered to Housing Choice Voucher households having acceptable credit to the private lenders participating in the Homeownership Program. Those families

without acceptable credit shall be allowed ample time to clear credit while completing other requirements as defined herein, in order to participate.

Exceptions may be made on a case-by-case basis by the PHCD regarding time limits or other policies to help facilitate usage of the Voucher for homeownership as a realistic goal. Eligible families must demonstrate that the monthly income for the head of household or spouse/partner is sufficient to meet homeownership guidelines and other family expenses for initial qualification for the program. At least one (1) adult member of the household must be currently employed on a full-time basis, or not less than 30 hours per week, and must have been continuously employed full-time for the year before receiving homeownership assistance, with the exception of elderly or disabled families.

Except for disabled families, a family must have a minimum annual income of not less than the federal minimum hourly wage multiplied by 2,000 hours. The current amount may change when the minimum wage changes as defined by 24 CFR § 982.627 (c)(1)(i).

Except in the case of an elderly or disabled family, the PHCD shall not count any welfare assistance received by the family in determining the annual income (24 CFR § 982.627 (c)). For an elderly or disabled family, welfare assistance for the adult family members who will own the home will be included for determining if the family meets the minimum income requirement. For disabled families, the minimum annual income is the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying their share of food and housing costs) multiplied by 12. Full time employment records must be submitted and reviewed as part of the qualification process. Families interested in the program will have their income eligibility determined by Housing Choice Voucher staff once determined initially eligible, the family shall be referred to the PHCD's Homeownership program administrator for an initial briefing regarding the program.

#### **26.4 Income and Credit Verification**

The Homeownership program shall use the Housing Choice Voucher definition for income, which is based on annual income. Annual income is the gross amount of income anticipated to be received by all adults in a family (excluding full-time students and authorized live-in aides) during the 12 months following the effective date of the determination. The PHCD's non-federal funding may be utilized for second mortgage financing which allows for income averaging for the prior two (2) years for candidates that are self-employed, earn commission, tips or overtime.

When the homeownership case is sent to PHCD's HCD, designated Homeownership staff will conduct an Enterprise Income Verification (EIV) as described under Section 7.5. Applicants' income will be verified using the following one or more documents:

- A. Last two (2) pay stubs from employer and past two (2) years tax returns;
- B. If self-employed, past two years tax returns will be required and a profit and loss statement as of the date of application;
- C. Verification of employment;
- D. Any other source of income that can be readily verified, i.e., Social Security, SSI (SSI income may be subject to federal restrictions, which may limit their use), pension retirement, and child support (Note: uncollected child support will not be counted so long as the family provides document(s), as per Third Party Verifications section 2.11 (H)(15), demonstrating that the debt is uncollectible; and
- E. Any other form of verification as required by funding.

In addition to federal income tax returns, the number of household occupants shall be verified using any one or more of the following items:



- A. Birth certificates on which the parent/applicant's name is listed
- B. School records which give the parent's name and address
- C. Court-ordered letters of guardianship/adoption
- D. Copy of recorded divorce decree and property settlement

A credit report will be generated and at the option of the PHCD, staff will complete a home visit.

**26.5 Homebuyer Education and Counseling**

As a requirement of the program, the family must attend and complete homeownership education and counseling. Once the PHCD determines eligibility, the Housing Choice Voucher participant is required to participate in the counseling regarding purchasing and financing a home. The PHCD contracts with several homebuyer counseling agencies to provide homeownership training to all low income population groups in Miami-Dade County in English, Spanish, and Creole. The normal homebuyer training curriculum requires a minimum of an eight (8) hours course and an original certificate of completion or certified copy must be part of the loan application.

The counseling shall include such issues as types of financing, how to find appropriate financing, fair housing practices, credit counseling, budget and money management, how to locate a home, selecting a neighborhood including consideration of schools, employment and transportation, how to negotiate a purchase price, and home maintenance. Through counseling, the family will also be encouraged to consider the advantage of purchasing a home in deconcentrated areas.

Post purchase counseling shall be ongoing and will be afforded to assure the success of the family once they assume homeownership.

**26.6 Eligible Housing**

Eligible voucher families, as defined in Section 26.2, participating in the Homeownership program may purchase a home using federal housing assistance. Section 8 assistance may be used to purchase an existing home or a new home under construction, defined as a home where the foundation has been completed with footings in place. The following housing is eligible:

- A. A newly constructed single family or town home (never lived in),
- B. An existing single family home or town home,
- C. A single family home or town home under construction,
- D. A condominium,
- E. A cooperative,
- F. Twin home (one-side only),
- G. Manufactured home meeting the Florida Building Code minimum requirements for construction must have a permanent foundation and a 40-year lease.

Eligible properties to be acquired may be owner-occupied or vacant. Under no conditions will the property be sold to an applicant if the acquisition triggers the relocation requirement. The maximum purchase price of eligible properties shall be reviewed annually. Various funding sources may have requirements regarding maximum purchase price.

**26.7 Loan Qualification and Application Process**

Homeownership loans to applicants allow for the following ratios:

- A. Funding Source First mortgage lender
- B. Monthly housing expense-to-income 33%
- C. Monthly total obligations-to-income 45%

Exceptions to the total obligations-to-income ratio may only be made by the PHCD on a case-by-case basis, when compensating factors exist. Participating lenders should bring the ratios as close to the maximum as possible.

Housing Choice Voucher families interested in purchasing a house may do so by purchasing a newly constructed house from a developer in the County's affordable loan program, or purchase an existing house, as defined in Section 26.6 in the open market utilizing a participating lender.

The PHCD provides each Housing Choice Voucher family with a pre-qualification letter and HCD provides the family with an affordability study indicating the maximum dollar value of the home to be purchased using the voucher. Once a home is selected, all homebuyers must be approved by a qualified lender. Once the lender takes an application and provides a loan commitment, the lender will forward a copy of the loan file to the PHCD on behalf of the Housing Choice Voucher family in order to reserve the required secondary mortgage financing, if needed.

Upon completion and processing of the loan by the lender and the PHCD, the loan is scheduled for closing by the lender. The PHCD may provide first mortgage financing in limited instances upon the recommendation of the HCD staff.

**26.8 Housing Search**

After pre-qualification, the family will be advised they have a period of 120 days to locate a home for purchase. Upon initial selection of a unit, the family will be allowed an additional 120 days to secure financing and close on the chosen property. During this time, the family shall be allowed to continue to use their Housing Choice Voucher for rental assistance. At the option of the PHCD, due to reasonable documented circumstances, time limitations may be extended or revised on a case-by-case basis.

Should the family be unable or unwilling to complete the purchase of a home through the Homeownership program, the family may continue to use their voucher for rental assistance, so long as they continue to be eligible and comply with PHCD policies, as contained in this Administrative Plan, and federal housing regulations.

**26.9 Down Payment Requirement**

The required down payment is 3% of the purchase price. One percent (1%) must come from the applicant's own funding. The family may be eligible and seek additional funding for down payment and closing costs as assistance to low-income families.

**26.10 Program Requirements**

Once a family purchases the unit, the family must use the property as their primary residence which will be reflected in the mortgage documents. The family must comply with all mortgage requirements. At the option of the housing agency, the homebuyer may be requested to attend and complete additional homeownership counseling and training.



Ownership must be in fee simple title, a 99-year leasehold interest, or ownership or membership in a cooperative. In cases of a 99-year leasehold interest, the remaining lease term must equal the term of the loan.

Annual reexamination by the family is required, for as long as homeownership assistance is being provided. Limitation of homeownership assistance will be a maximum of 15 years for a home purchased with 20 or more years financing from the date of the first homeownership housing assistance payment and a maximum of ten (10) years in all other cases. If the family qualifies as elderly or disabled upon commencement of the homeownership assistance, there is no time limit by which the family may receive such assistance.

HCD may provide second mortgage financing to Homeownership Program participants. HCD requires that applicants obtain 30 year first mortgage financing from a first mortgage lender in order to obtain the secondary financing. For families who sell the original house and seek to purchase another house under the Homeownership program with continued homeownership assistance, the maximum term commences upon the date of purchase of the first house.

The PHCD shall encourage participants to establish and maintain a savings, credit union, or other type of investment account at the time of the loan closing. The purpose of this account will be to generate a reserve fund for necessary maintenance, replacement or repair needs. Funds would then be withdrawn as needed for the home. The PHCD reserves the right to establish such accounts on behalf of the homebuyer.

#### **26.11 Housing Assistance Payments**

The family's monthly Housing Assistance Payment will be the lesser of the Housing Choice Voucher payment standard minus the Total Tenant Payment (TTP) or the monthly homeowner expenses minus the TTP. The PHCD will annually re-examine the family's income and family composition and make appropriate adjustments to the amount of the monthly Housing Assistance Payment.

Homeownership expenses include, but may not be limited to principal, interest, applicable taxes and insurance on mortgage debt, refinancing charges of mortgage debt, and the PHCD determined utility and maintenance allowances. Other housing expenses that may be incurred by the family include but are not limited to condominium maintenance fees.

Families who have lost their employment will be considered for adjustments, as will families with changes in their family composition. If a family's income increases to a point that they are not eligible to receive a Housing Assistance Payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days, eligibility for Housing Choice Voucher assistance will automatically terminate.

To assure the timely mortgage payment, the PHCD's loan servicing unit will issue the monthly mortgage payment to the first lender. The family shall be responsible for remitting the TTP of the payment to the loan servicing unit by the first of each month along with the payment due on the second mortgage loan, if applicable. If the Housing Assistance Payment is greater than the mortgage payment and taxes and insurance escrow payments, the difference will be paid to the family.

#### **26.12 Financing and Payments**

First mortgage financing must meet current lending standards, including Federal National Mortgage Corporation "Fannie Mae" and Federal Home Loan Mortgage Corporation "Freddie Mac." First mortgages shall be offered by a participating lender at prevailing market rates.

The PHCD shall reserve the right to determine whether the Housing Choice Voucher family can afford the proposed financing. In order to protect the family and to meet the parameters of the financial



arrangement by the family, the Homeownership program will prohibit any financing which includes balloon payments, variable interest rates, or private seller financing.

For those homebuyers who are FSS participants, the PHCD shall encourage these families to utilize their escrow balance to assist with the down payment and closing costs of the home purchase as well as the capitalization of the escrow reserve. Escrow withdrawals will be permitted for the purchase of required home appliances and for necessary home improvements and repairs only if the family has fulfilled established interim goals and requires a portion of the FSS escrow for purposes consistent with the contract of participation. Such releases from the FSS escrow reserves will be at the discretion of the Agency.

The amount of the monthly homeownership assistance payment shall include all principal, interest, taxes and insurance and, if applicable, homeownership association fees and maintenance allowance, the allowance for cost of major repairs and replacements and the applicable utility allowance. This payment will be the lower of the payment standard, less the total tenant payment or the family's monthly homeownership expenses, minus the total tenant payment. The total tenant payment will not exceed 30% of the family's gross monthly income, taking into consideration allowances and deductions permitted by regulation.

Second mortgage loan payments may be interest deferred, principal only. Deferred loans may be given to Housing Choice Voucher families on an as-needed basis.

#### **26.13 Inspections Requirements**

In accordance with the federal housing regulations and PHCD loan policies, inspections of the property will be conducted prior to the approval for purchase of the home. An inspection by the Housing Choice Voucher Inspections Department will be conducted for compliance with federal housing quality standards.

A second inspection must be an independent professional home inspection conducted by an independent inspector. The cost of this inspection must be borne by the Housing Choice Voucher family. If the homebuyer is a participant in the FSS program, this inspection may be paid from funds in their FSS escrow account. The inspector shall be certified by the American Society of Home Inspections. Such inspection shall require the inspector to develop a written list of items that are likely to need replacement or repair within the next one to three years. Such an inspection shall include, but not be limited to, cover the major building systems and components, including the foundation and structure, the house's exterior and interior, roofing, plumbing, electrical and air conditioning/heating systems. These inspections shall be performed before closing of all units with the Homeownership program. The PHCD retains the right to disqualify the unit for inclusion in the Homeownership program, based on the inspections.

In addition, on newly constructed properties funded through Miami-Dade County, the County will provide random inspections during the construction of the home and detailed final inspections prior to the placement of the first or second mortgage. Environmental clearances will be required when using federal funds.

#### **26.14 Insurance Requirements**

Title insurance will be required. In the case of the Housing Choice Voucher family, the costs for title insurance shall be included in the closing costs. The family shall obtain and maintain hazard, flood and windstorm (if required) insurance, at minimum, in the amount of all financing (first, and if necessary second and subsequent mortgages). The family should be responsible for obtaining such insurance. The cost for the insurance may be included in the loan amount. If the PHCD has financed any portion of the loan, the PHCD must be listed as a loss payee. The lender has the responsibility to determine and document whether the unit is in a flood hazard zone. It is the responsibility of the family to insure units in flood zones for flood damage.



**26.15 Sales Contract**

Housing Choice Voucher families purchasing a home through the Homeownership program must complete a contract of sale with the owner of the property to be purchased. The unit must be substantially built before the contract is executed. The contract must include the price of the unit, terms of sale, the purchaser's inspection requirements, and notice that the sale is condition on the purchaser's acceptance of the inspection reports, and include an agreement that the purchaser is not obligated to pay for necessary repairs.

The contract must also provide a certification from the seller stating the seller has not been debarred, suspended or subject to a limited denial of participation by HUD.

**26.16 Family Obligations**

Before closing, the family must execute a statement of homeowner obligation in a form prescribed by the housing agency. To receive homeownership assistance, a family must comply with the following obligations:

- A. The family must comply with the terms of the mortgage securing debt incurred to purchase the home;
- B. For as long as the family is receiving homeownership assistance, the family may not sell, convey, encumber or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home, without the PHCD's knowledge and approval;
- C. The family must supply required information regarding income and family composition in order to correctly calculate total tenant payment and homeownership assistance;
- D. The family must provide information on any mortgage or other debt incurred to purchase the home and any refinancing of such debt and any sale or other transfer of any interest in the home;
- E. The family must notify the PHCD if the family defaults on a mortgage securing any debt incurred to purchase the home;
- F. The family must notify the PHCD before the family moves out of the home;
- G. The family must, at annual reexamination, document that they are current on all housing related payment include mortgage, insurance and utility payments; and
- H. The family cannot refinance without the authorization of the PHCD.

**26.17 Portability**

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of PHCD's jurisdiction if the receiving housing agency is administering a Homeownership program and is accepting new families into the receiving housing agency's homeownership program.

**26.18 Default and Termination of Assistance**

If the family fails to comply with its family obligations as set forth in federal regulations or in this Administrative Plan, the family may be terminated from homeownership assistance. Federal regulations further require the housing agency to terminate homeownership assistance for any family that is dispossessed from the home pursuant to judgment or foreclosure. If the family defaults on the mortgage, the family will have their housing voucher withdrawn and no new voucher will be issued for

either homeownership or rental assistance. Exceptions to this policy shall be reviewed on a case-by-case basis, particularly as it relates to income loss of the family. Termination from the homeownership program will be in compliance with Chapter 27.

**26.19 Continuation of Assistance**

A homeownership family may purchase another home with assistance provided there is no mortgage loan default and the family is in compliance with the statement of homeowner obligations.

**26.20 Down Payment Assistance and Other Program Issues**

The PHCD shall consider and implement other homeownership program rules as promulgated by HUD, including but not limited to use of housing assistance payment funding for down payment assistance.

**Chapter 27. Termination of Assistance**

**27.1 Grounds for Termination of Assistance**

- A. Housing Choice Voucher housing is a scarce resource and the PHCD holds the position that Housing Choice Voucher families must be held accountable for their actions as it relates to their tenancy under the Housing Choice Voucher program.

The PHCD shall terminate assistance for a participant family, including Moderate Rehabilitation tenants (where applicable), on any of the following grounds:

1. If the family violates any family obligation stipulated in federal housing regulation under the program or the Statement of Understanding;
2. If the family fails to sign and submit consent forms or other documentation required to determine continued eligibility in the program;
3. Failure by the participant to report to any reexamination interview or provide verification of any information required by PHCD. Participants who fail to comply are provided an Intent to Terminate letter and an opportunity to cure. See Section 15.1.
4. Discovery of material false statements in connection with information provided at application or reexamination, or fraud committed by the participant in connection with any federally assisted housing program.
5. If there is any drug-related criminal activity, violent criminal activity, or non-violent criminal activity committed by the participant, any member of their household, a guest or a person under the control of the participant that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Any such criminal activity that resulted in a conviction, shall be cause for termination (See Section 2.7) – Criminal Activity for additional details):
  - a. Drug-related criminal on or near the premises. Drug-related criminal activities include, but is not limited to, illegal possession, illegal manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute or use a controlled substance.
  - b. Violent criminal activity includes, but is not limited: any criminal activity that has as one (1) of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, non-trivial bodily injury or property damage.



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- c. Non-violent criminal activity includes, but is not limited: any activity that threatens the health, safety, or right to peaceful enjoyment by other residents, employees of PHCD or any other Miami-Dade County personnel or official.
  - d. PHCD may also deny assistance based on the conduct underlying the arrest, only if the conduct indicates the individual is not suitable for tenancy and PHCD has sufficient evidence that the individual engaged in the conduct other than the fact of the arrest.
  - e. A fugitive felon or parole violator after conviction of a crime or attempt to commit a crime is considered a person that threatens the health, safety and right to peaceful enjoyment of the premises by other participants or employees of PHCD.
  - f. PHCD will not consider criminal related activities for juvenile household members under the age of 18, unless, they are tried as adult for certain criminal offenses.
6. If an activity does not threaten the health, safety or right to peaceful enjoyment of the participants, but a warning has been issued to an individual or family, any subsequent warning regarding the same individual or family shall be considered a violation of the Statement of Understanding.
  7. Open cases shall be held pending final disposition. Upon a disposition from the court, PHCD shall either recommend termination of assistance or take no action based on the outcome. An arrest is not evidence of criminal activity that can support an adverse admission, termination or eviction decision. As such, an arrest where the disposition of the criminal charges are voided, invalidated, rendered inoperative, dropped, nolle prossed, dismissed pursuant to successfully completion of a diversion or a deferral of judgment program, no action, or other resolution that does not involve an admission of guilt or where the applicant is found not guilty or acquitted, may not result in denied assistance.
  8. If the family currently owes rent or other amounts to the PHCD or to another housing authority in connection with Housing Choice Voucher or public housing assistance under the 1937 Act;
  9. If the family has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease;
  10. If the family breaches an agreement with the PHCD to pay amounts owed to the PHCD or amounts paid to an owner by the PHCD;
  11. If the family has engaged in or threatened abusive or violent behavior toward the PHCD personnel;
  12. If the family has made threatening behaviors to others or has failed to maintain the property or caused severe damage to the unit;
  13. Denial or disconnection of utility services, that are paid by the participant. PHCD will not terminate assistance if the participant restores utility service legally and within 30 days of issuance of the Intent to Terminate notice or by the time the informal hearing takes place.
  14. Discovery that a participant is tampering with utilities to illegally obtain service;
  15. If the participant, any member of their household, a guest or a person under the participant's control threatens, obstructs or interferes with a PHCD employee conducting official business.

16. If the family repeatedly breaks obligations under the lease or for serious violations of the lease, including, but not limited to:
  - a. failure of HQS inspection due to tenant caused violations, serious or repeated damage to dwelling unit,
  - b. repeated activities which interfere with the peaceful enjoyment of the premises by other residents documented by police reports, neighborhood complaints or other third party information.
  - c. If the owner terminates tenancy through court action for serious or repeated violation(s) of the lease, including but not limited nonpayment and damage to the unit
  - d. Non-payment of rent does not include any portion of HAP payment being withheld by PHCD for owner's failure to comply with the HAP contract;
17. If the PHCD determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
18. Full-time or part-time students who do not meet student eligibility requirements.
19. Tenants who execute a Lease for an assisted unit but do not occupy the unit at the time the Voucher expires, or vacate the unit without informing PHCD, will be considered as having moved out without authorization.
20. Any other grounds for termination permitted by HUD.

**B. Mitigating Circumstances**

Before PHCD makes a decision to send a notice terminating assistance, PHCD shall consider all circumstances relevant to a particular case. This may include the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. See Chapter 2, Section 2.8 – Applicants and Tenants Claiming Mitigating Circumstances, for additional details.

**27.2 Notice**

If the PHCD recommends termination of a family's participation in the program, the family will be notified in writing stating the grounds for proposed termination of assistance and the effective date of termination. The notice will also state whether the participant has a right to a hearing in accordance with the regulations, the procedure for requesting a hearing, and that the participant may be represented at the hearing at their own expense. The owner will receive notice of the recommendation of termination of a family's participation. The same provision stipulated above shall apply to the Family Unification Program. However, the PHCD shall notify the Department of Children and Families if a family is at-risk of termination in order to allow timely intervention.

**Chapter 28. Policies Concerning Repayment of Amounts Owed to the PHCD**

Except as otherwise required under Section 7.5, Enterprise Income Verification, Third Party Verification, and Factors Affecting Eligibility and Family Rent, the PHCD has the discretion to enter into repayment agreements with program participants for amounts owed to the PHCD, if it is in the best interest of the County, the debt has not been expunged by operation of law, and the participant has not intentionally committed any act that led to the amount owed. Currently, the debt will be



considered expunged by operation of law if the time period has exceeded five (5) years and the PHCD has not attempted to collect the debt within the five-year period.

### **28.1 Standards for Repayment**

If a repayment agreement is offered to a participant in lieu of full payment, it will be in writing and may be within the following guidelines:

- A. Down payment of at least 20% to be paid at time of signing the repayment agreement by money order or cashier's check.
- B. The balance is to be paid a maximum of 12 consecutive monthly payments starting 30 days from the date of down payment.

### **28.2 Exceptions**

Any terms allowing more time for repayment or for a lower down payment must be approved by Housing Choice Voucher Program director or their designee. A hearing officer shall also have the discretion to set the amounts and length of time for repayment, if a repayment agreement is a stipulation of participation determined at an informal hearing. Strict adherence to the terms of the repayment agreement by the participant is necessary. Otherwise, benefits may be terminated in accordance with this plan, as indicated in Chapter 27.

## **Chapter 29. Informal Hearing and Review Procedures**

### **29.1 Participant Hearings**

Informal hearings will be allowed regarding the application of PHCD policies in this Administrative Plan to a particular participant. Such hearings will not be a means to challenge a policy as a whole. Thus if a program participant considers an PHCD action, such as being terminated from the Housing Choice Voucher program, detrimental to their interest, the participant may request an informal hearing to contest the action, not the policy which resulted in the action.

Hearings are afforded to Housing Choice Voucher participants in accordance with the Code of Federal Regulations 24 CFR § 982.555 and as included in this Administrative Plan. (The process described in the PHCD's Reasonable Accommodation Policies and Procedures document included under Attachment C will be followed for participants denied reasonable accommodation requests.) Further, this document describes the process that must be followed if the hearing officer becomes aware that the reason for the termination of assistance or other adverse action occurred because of the participant's disability.

Hearings are not afforded to families appealing decisions on:

- A. HQS violations; except when the family is terminated due to breach of HQS as caused by the family
- B. Determination that the unit is not in accordance with HQS because of family size;
- C. The PHCD determination not to approve an extension or suspension of a voucher term;
- D. The PHCD determination not to approve a unit for lease under Housing Choice Voucher;
- E. Discretionary administrative determinations by the PHCD;
- F. General policy issues or class grievances;

- G. Establishment of PHCD's utility allowance schedule.
- H. The PHCD's determination to exercise or not to exercise any right or remedy against an owner under a HAP Contract.

If the PHCD proposes to terminate assistance on the basis of a criminal record, the PHCD will advise the head of household in the recommendation of denial letter with the name of the affected family member and description of the charge. However, PHCD will provide the household member with a copy of the criminal record either before or at the informal review and they will be provided an opportunity to dispute the accuracy and relevance of that record.

1. Requesting a hearing and pre-hearing procedures

A hearing may be requested by written request to the Hearing Office at the address indicated on the adverse action notice. The hearing must be requested within 15 business days of the notice date. Failure of the participant to respond within the required time waives the right to a hearing.

When feasible, the PHCD will schedule the hearing within 30 calendar days of the participant's request. The hearing will be scheduled at the first available hearing date. The participant and any other interested parties will be notified of the date and time for the hearing by mail from the PHCD.

A program participant shall not be adversely affected by the scheduling of a hearing beyond the 30 calendar days. Payment shall continue to the owner so long as the family remains in the unit and a hearing has been scheduled.

Before the hearing, the tenant has the right to review any PHCD documents, including but not limited to the tenant's file, that are directly related to the informal hearing. If the tenant requests to review or make copies of documents, they must do so no later than three (3) days prior to the informal hearing. In the event the PHCD fails to make the documents available for examination upon request of the tenant or the tenant's representative, the PHCD is prohibited from relying on the document(s) at the hearing. Participants may be charged for copying costs.

2. Hearing Procedures

The hearing must be presided over by a hearing officer unassociated with the day-to-day operations of the program.

The hearing officer's decision will be based solely on the testimony of witnesses, written documentation in the tenant's file, mitigating circumstances and any other facts and evidence presented at the hearing. The hearing officer must verify any document provided by the participant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.

The tenant must attend the hearing at the time scheduled as notified by the Hearing Office. The owner may attend. The tenant may be represented by legal counsel or another person chosen as a representative.

The party that fails to appear for a hearing will relinquish all further hearings or appeals of the adverse action.

A hearing may be held via telephone conference call in situations where a health condition or portability to another housing agency's jurisdiction prevents either party (tenant or owner) from attending the hearing in person. Hearings held by telephone conferences are not allowed simply



for the convenience of the tenant or owner. Any other reasons shall be at the discretion of the hearing office supervisor.

The decision of the hearing officer shall be forwarded in writing to the participant and other interested parties within 30 calendar days of the hearing. The decision of the hearing officer shall be final, except on the occasion when the PHCD Director or designee may review, overturn or modify the decision of a hearing officer, if requested within 90 calendar days of the hearing decision and upon showing of the following:

- a. The hearing decision concerns a matter for which PHCD is not required to provide an opportunity for an informal hearing under 24 C.F.R. § 982 or that otherwise exceeds the authority of the person conducting the hearing under PHCD's hearing procedures.
- b. The hearing decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state or the Code of Miami-Dade County or other local laws.

If PHCD determines that it is not bound by a hearing decision, PHCD shall promptly notify the family of the determination, and of the reasons for the determination. The hearing officer's decision shall not abridge any other rights the participants have under law.

## **29.2 Applicant reviews**

Applicants denied program participation or removed from the waiting list shall be entitled to a review conducted by the PHCD in accordance with 24 CFR § 982.554. Applicants will be notified of such determination in writing, generally at the time of initial certification. Applicants who have not completed application forms as instructed in the Housing Application Instructions will not be processed and their name will not be placed on the waiting list. Applicants in this situation will not be offered an informal review.

The process described in the PHCD's Reasonable Accommodation Policies and Procedures included under Attachment C will be followed for applicants denied reasonable accommodation requests. Further, this document describes the process that must be followed by the hearing officer if they become aware during the informal review that an applicant's ineligibility determination occurred because of the applicant's disability.

It is an applicant's responsibility to inform the PHCD staff when there is a change in address.

### **A. Processing Removals**

- An applicant or who is determined ineligible for program benefits shall be notified in writing that their name will be removed from the waiting list unless they request an informal review by contacting the PHCD within 30 calendar days of the notice date. The applicant whose mail is returned by the post office will be automatically withdrawn from the waiting list.

Applicants who have been removed from the waiting list for failing to provide a social security number or findings through EIV (bad debt, termination information, or disputed information of possible double subsidy) may request an informal review seeking reinstatement to their original place on the waiting list.

If PHCD proposes to deny admission on the basis of a criminal record, the family may request an informal hearing. PHCD will not attach a copy of the criminal record with the denial notice to protect the family member's privacy. However, PHCD will provide the family member with a copy of the criminal record either before or at the informal review and provide an opportunity to dispute the accuracy and relevance of that record. The applicant will have 30 calendar days to dispute the accuracy and relevance of the record in writing. If PHCD does not receive the dispute within

the allotted time, the applicant will be denied participation and their name removed from the waiting list.

Before the review, the applicant has the right to review any the PHCD documents, including but not limited to the applicant's file, that are directly related to the informal review. If the applicant requests to review or make copies of documents, they must do so no later than three (3) days prior to the informal review. Applicants may be charged for copying costs.

B. Requesting a review

Applicants may request a review in writing to the address or fax number indicated on the adverse action letter. The request must be made within 30 calendar days from the date of the notice. The PHCD, at its discretion, may schedule an informal review at the applicant's request, beyond the 30 calendar days, on a case-by-case basis. The PHCD will schedule the review for the next available hearing date and forward written notification to the applicant.

C. Review Procedures

The review will be conducted by a designated PHCD representative. When feasible, the reviewer's decision will be made in writing within 30 calendar days of the review. The hearing officer must verify any document provided by the applicant, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance. The decision of the reviewer shall be final. The reviewer's decision, however, shall not abridge any other rights the applicants have under law.

## Chapter 30. Fair Housing and Equal Opportunity and Grievance Procedures

### 30.1 Non-discrimination Policy

- A. PHCD complies with all federal, state and local antidiscrimination laws including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and all other applicable laws and regulations.
- B. The PHCD will ensure that persons with disabilities have full access to the PHCD's Housing Choice Voucher (HCV) program and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.
- C. No person shall, on the basis of race, color, sex, religion, national or ethnic origin, familial status, marital status, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, ancestry, age, pregnancy, disability, or source of income be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under programs operated and/or funded by PHCD.
- D. PHCD prohibits inquiries regarding actual or perceived sexual orientation, gender identity or gender expression, which includes but is not limited to whether a person is transgendered.
- E. PHCD will provide applicants and participants with federal/state/local information regarding discrimination and any recourse available to them if they believe they may be victims of discrimination.
- F. PHCD will display the Fair Housing poster at ALC, Public Housing and Section 8 New Construction site offices. Upon eligibility determination, applicants will be provided with the



Housing Discrimination Complaint form and information pertaining to procedures to be followed if the applicant believes they have experienced illegal discrimination.

- G. The PHCD will ask all applicants and participants if they require any type of accommodation, in writing, on the intake application and reexamination documents
- H. The PHCD will inform disabled applicants who believe that they have been subject to unlawful discrimination on how to file a fair housing complaint. The PHCD will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO). These applicants will also be provided with the Fair Housing complaint Hotline number: 1-800-669-9777. Persons with hearing or speech impairments may access this number via TTY by calling the Federal Information Relay Service at 1-800-887-8339.

### **30.2 Processing Discrimination Complaints and Reasonable Accommodation Requests**

- A. All applicable Fair Housing Information and Discrimination Complaint forms will be made available at PHCD's 504/ADA Coordinator's office and/or by the 504/ADA Coordinator mailing copies of information to person requesting same. In addition, all appropriate written information and advertisements will contain the appropriate written information, and advertisements will contain the appropriate Equal Opportunity language and logo.
- B. PHCD's 504/ADA Coordinator will assist any family that believes they have been discriminated against by providing copies of the federal and local housing discrimination forms and the addresses of the applicable offices. In addition, PHCD's 504/ADA Coordinator will facilitate conciliation of discrimination complaints upon the request of complainants, to the greatest extent feasible.
- C. PHCD will cooperate with HUD in conducting monitoring and compliance reviews and complaint investigations, pursuant to all applicable civil rights statutes and regulations, Executive Orders, and all civil rights related program requirements.
- D. Reasonable accommodation requests are processed through the 504/ADA Coordinator's office (refer to Attachment C, Reasonable Accommodation Policies and Procedures).

The PHCD's Reasonable Accommodation Policies and Procedures are included under Attachment C.

## **Chapter 31. Special Rules for Moderate Rehabilitation**

The foregoing policies and procedures apply in general to the Moderate Rehabilitation Program except as provided below:

### **31.1 Transfer and Waiting List Referrals**

#### **A. Vacancy Notices**

Every unit vacancy, which occurs in the Moderate Rehabilitation Program administered by the PHCD, must be reported to the PHCD. Owners or managers must immediately forward the vacancy notice either by hand delivery, facsimile, or mail to the following address:

Public Housing and Community Development  
Attention: Moderate Rehabilitation Program Unit  
701 NW 1st Court, 14th Floor  
Miami, Florida 33136-3914  
Fax: (786) 469-4222

B. PHCD Transfer Referrals

The PHCD approved transferees will be offered available units before applicants from PHCD's waiting list. Section 31.5 details the PHCD's transfer policy for the Moderate Rehabilitation Program.

If there are families on the transfer list, the PHCD's first mail-out will consist of the PHCD's transfer referrals for a period of eight (8) days to applicants for whom the unit is suited. If applicable, PHCD will conduct a second mail-out for a period of eight (8) days if: (a) none of the PHCD's referrals accept the offer; (b) the referrals are rejected by the owner based on a valid, non-discriminatory reason within the ten (10) day period; or (c) there is no response from the applicant. For each unit, the PHCD will offer up to 20 interested applicants for whom the unit is suited. The PHCD will assist victims of domestic violence, sexual assault, dating violence and stalking, as detailed under Section 2.14.

C. PHCD Waiting List Referrals

If there are no families on the transfer list, PHCD will refer interested applicants to the owner/manager from PHCD's waiting list.

In order to deter discrimination by a Moderate Rehabilitation owner/manager (hereafter referred to as owner), the PHCD shall utilize the following procedure for the screening and selection process. After proper receipt of the vacancy notice from the owner/manager, PHCD's offer letters (often referred to as "mail-outs") will be mailed no later than five (5) working days from the date the unit passes Housing Quality Standard (HQS) Inspection. Applicants will have a minimum of eight (8) calendar days to respond to the PHCD and the owner/manager of the offered unit concerning their interest.

Owner/managers must make themselves available to accept the referred applicants' and to show the unit. The unit must have passed HQS inspection prior to showing. The PHCD shall also forward to the owner a log of all applicants referred to the available unit. The owner shall provide PHCD with their written policy on selection procedures to include the policy regarding the collection of application fees, if applicable.

Owners may only reject applicants for valid, nondiscriminatory reasons and must report the reason for any rejected applicants in writing to the PHCD.

In the event that the owner/manager request a release of the available unit, PHCD shall assign a staff person to contact each applicant within the mail out(s), three days after the close of the final mail out to assure that all applicants referred the unit are being treated fairly under the law. The assigned staff shall also confirm that the owner's selection process was expeditious and unbiased. Assigned staff will maintain a log to document all communications with the applicants and owners. The unit will not be released if there are sufficient applicants to refer off the waiting list or if the owner/manager fails to comply with submittal of their written policy on selection procedures and/or written notification of the rejection of applicants.

After the owner selects a prospective tenant for the unit, the owner shall submit to the PHCD a selection package. This package will include a log of all PHCD referred applicants, a written letter stating the results of the owner's screening, and justification with supporting documentation for the applicant selected or rejected for tenancy. PHCD will review the owner package to confirm that the selection process was without bias.

D. Assignment of Accessible Units

Accessible units will be offered in the following order:



1. Current tenant in the development who requires the accessibility features of the vacant unit;
2. Current tenant(s) in other developments who require the accessibility features of the vacant, accessible unit;
3. Interested applicant(s) on the Moderate Rehabilitation Waiting List who requires the accessibility feature(s) of the vacant, accessible unit;
4. Interested applicant(s) on the Moderate Rehabilitation Waiting List who do not require the accessibility features of the vacant, accessible unit.
5. Interested applicants referred by the owner who require the accessibility features of the vacant, accessible unit; then
6. Interested applicants referred by the owner who do not require the accessibility features of the vacant, accessible unit.

Transfer requests related to reasonable accommodation for a person with disabilities will be processed in accordance with the PHCD's Reasonable Accommodation Policies and Procedures included under Attachment C.

Further, transfers of tenants with disabilities and placement of applicants with disabilities in units with accessible features will be centrally coordinated through the division responsible for the management of the Moderate Rehabilitation Program. The owner will be encouraged to incorporate language in their lease that requires the tenant to transfer to a non-accessible unit when one becomes available, in situations where an applicant is housed in an accessible unit but does not require the accessibility features.

### **31.2 Condition of Units**

Owners must make units ready for occupancy and HQS inspection by the time applicants are referred to the unit. PHCD reserves the right to not make referrals for units that are not ready for occupancy.

Units with a history of repeated or habitual violations will be inspected every six (6) months. Inspections shall be performed at the discretion of the PHCD and shall not require prior notification to the owner as to when an inspection will occur.

### **31.3 Valid Rejections of Offered Units**

An applicant will be made one offer of a housing unit under the Moderate Rehabilitation program. If the applicant does not accept the unit and presents clear evidence ("good cause" as defined below) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to consideration of race, color, sex, religion, age, disability, national or ethnic origin, ancestry, marital status, or familial status, status as a victim of domestic violence, dating violence or stalking, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income, the applicant will be entitled to another offer.

Good cause for refusal of an offer of housing are:

- A. Hardship in retaining employment, or attending specialty education, job training, or educational programs for children with disabilities due to a lack of transportation, so that accepting the unit offer would require the adult family member to quit a job, drop out of an educational institution or job training program, or take a child out of an educational program for children with disabilities.

- B. The offered unit is not suitable or accessible due to a disability of the applicant or a member of the applicant's family.
- C. If the applicant accepts a unit but is rejected by the owner/manager.
- D. If the unit is not ready for occupancy and has not passed an initial HQS Inspection.
- E. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation, such as restraining orders, other court orders or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
- F. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member.

When an offer is not counted against the applicant, the applicant's name will remain in active status on the waiting list in order to receive another offer. PHCD will maintain a record of units offered, including location, date and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### **31.4 Changes to Family Composition**

Family members will be added to the family composition if they are born to the family during tenancy under the Moderate Rehabilitation program, if the family is awarded custody, guardianship, by any other operation of law, or as otherwise provided under Section 5.2 of this plan.

PHCD will consider the request for approval and require documentation that the head of household has authorization to include a minor as part of the household. Court approved custody or guardianship is not the only mechanism for establishing that the head of household has authorization to include a minor. Changes to the family composition may also be allowed for families in which one or more children less than 18 years of age live with the designee of the parent or legal custodian, with the parent's or legal custodian's consent.

Documentation can include, but is not limited to, court documents, pre-need guardian, school records, other state and federal public assistance documentation, power of attorney, etc.

The owner of the family's unit must consent to the addition of any additional family members.

#### **31.5 Transfer Policy**

Transfers in the Moderate Rehabilitation Program will be granted if there are available units in the circumstances described below. In all instances, families on the transfer waiting list will be given one (1) offer. If the offer is refused, except for good cause, including reasonable accommodation for a family member with disabilities, the family's name will be removed from the transfer waiting list.

##### **A. Overcrowded or Under-Occupied Units**

If a family has a change in family composition that causes the number of occupants of the unit to be more than the occupancy standards allowed for the bedroom size, or less than the minimum occupancy for the bedroom size, then the family will be required to move. The family shall move into the appropriate size unit or be terminated from participation in the program. If there is an available appropriate vacancy in the same development, the family will be offered such vacancy in the same development. This offer may not be refused, except for good cause, including reasonable accommodation for a family member with disabilities.



B. Medical Necessity

Transfers based on medical or disability need shall be documented and shall relate to either proximity (define as at least five (5) squares miles in distance) to medical facilities that a family member must attend on a frequent basis (at least once per week) or other verifiable reason, as determined by PHCD's ADA Coordinator, or be related to a condition/s of the unit or complex that must be changed or avoided due to physical health concerns. If a transfer is necessary due to a condition in the unit, the owner of the project has the option to make an accommodation in lieu of the transfer.

Transfers based on medical necessity shall be given the next available suitable unit based on the date of the requested transfer.

C. Special Circumstances

Special circumstances that may be considered for transfer include, but are not limited to, the following:

1. Hate crimes or overt discrimination against a family member;
2. Habitual violence or victimization against a family member;
3. Cooperation for a witness protection program; or
4. Domestic violence.

Transfers for special circumstances shall be documented (i.e. police reports, support letters from law enforcement, restraining orders, etc.) and shall be required for the immediate safety and welfare of the family. A special circumstance transfer shall be given the next available vacancy that is not in the same project.

**31.6 HQS**

HQS inspections shall be performed in conformance with the Moderate Rehabilitation standards.

**31.7 Occupancy Standards**

The general occupancy policies described in Chapter 5 will apply to Moderate Rehabilitation applicants and tenants.

**31.8 Single Room Occupancy (SRO) Program**

All Moderate Rehabilitation Single Room Occupancy Administrative Plans for homeless individuals are developed and submitted to HUD on a project basis for approval.

All Single Room Occupancy Moderate Rehabilitation Administrative has been approved.

SRO Moderate Rehabilitation developments are subject to Section 3 of the Housing and Urban Development Act of 1968, as amended, and Section 504 Uniform Federal Accessibility Standards pertaining to accessible units for persons with disabilities.

## ATTACHMENTS

### ATTACHMENT A DEFINITIONS

#### ATTACHMENT B EFFECTIVE COMMUNICATION POLICY:

PHCD has an Effective Communication Policy to ensure effective communication with applicants, program participants, employees and persons with disabled. Such policy is Attachment B of this Plan.

#### ATTACHMENT C REASONABLE ACCOMMODATION POLICY AND PROCEDURES:

PHCD's Reasonable Accommodation Policies and Procedures as referenced throughout this Plan is Attachment C of this Plan.



***PUBLIC HOUSING and COMMUNITY  
DEVELOPMENT***

**DEFINITIONS**

**ATTACHMENT A**

**OF THE**

**SECTION 8 ADMINISTRATIVE PLAN**

Effective: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ATTACHMENT A DEFINITIONS

**Adult**

A person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State or tribal law.

**Affiliated Individual**

With respect to an individual, as a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant in the household of that individual.

**Applicant**

A person or family that has applied for housing assistance.

**Arrested**

Taking or seizing a person by legal authority, such as the police, in response to a criminal charge.

**Bifurcate (24 CFR § 5.2003)**

To divide a lease as such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**Child/Minor**

A member of the family (other than the family head or spouse) who is under 18 years of age.

**Contract Rent (24 CFR § 882.102)**

The total amount of rent an owner charges for a unit occupied by a family being assisted by Section 8. It is the amount that will be listed in the Housing Assistance Payment contract and the Lease Agreement.

**Continuity of Assistance**

A family is considered continuously assisted if it has been receiving housing assistance under any program of the U.S. Housing Act of 1937 without experiencing an extended interruption during the occupancy of the assisted unit. An interruption of four (4) months between the assisted occupancy of one unit and the assisted occupancy of another unit is considered discontinued assistance.

**Conviction**

A formal declaration that a person has been found guilty of a criminal offense by a verdict of a jury or a judge in a court of law.

**Criminal Records**

All criminal arrest records for persons 18 years of age or older, including but not limited to, sex offender records and registration records, and any court dispositions, including but not limited to, *nolo contendere*, *nolle prosequi*, withholds of adjudication and adjudications of guilt. The term "criminal records" does not include records unavailable to the PHCD by operation of law, including juvenile records, sealed or expunged records, exempt records under Florida's Public Records Act, or other records unavailable to the PHCD under state and federal laws. PHCD will conduct such checks on household members who are younger than 18 years if they are being tried as adults for certain criminal offenses.

**Dating Violence (24 CFR § 5.2003 and the Florida Statutes)**

The federal regulations defines "dating violence" as 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.



## DEFINITIONS

### Attachment A of the Section 8 Administrative Plan

The Florida statutes define "dating violence" as violence between individuals who have or have had a continuing and significant relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on the consideration of the following factors:

- A dating relationship must have existed within the past six (6) months;
- The nature of the relationship must have been characterized by the expectation of affection or sexual involvement between the parties; and
- The frequency and type of interaction between the persons involved in the relationship must have included that the persons have been involved over time and on a continuous basis during the course of the relationship.

The term does not include violence in a casual acquaintanceship or violence between individuals who only have engaged in ordinary fraternization in a business or social context.

#### **Dependent**

A member of the family (excluding foster children, foster adults or live-in aides) other than the family head or spouse, who is under 18 years of age, is a person with disabilities, or is a Full-time student.

#### **Disability Assistance Expenses**

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member and that are necessary to enable the disabled member to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

#### **Disabled Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403)**

A family whose head, co-head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides.

#### **Discriminatory Effect**

A practice has discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates, increases, reinforces, or perpetuates segregated housing patterns because of race, national or ethnic origin, color, sex, religion, age, disability, familial status, marital status, status as a victim of domestic violence, dating violence or stalking, ancestry, actual or perceived sexual orientation, gender identity or gender expression, pregnancy or source of income.

#### **Displaced Family (24 CFR 5.403)**

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. PHCD also considers in this definition displacements due to domestic violence.

#### **Displacement Due to Governmental Action**

Activity carried on by an agency of the United States or by any State or local governmental body or in connection with code enforcement or a public improvement or development program.

#### **Domestic Violence (24 CFR § 5.2003 and the Florida Statutes)**

The federal regulations defines "domestic violence" to include felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

## DEFINITIONS

### Attachment A of the Section 8 Administrative Plan

The Florida Statute defines "domestic violence" as the "actual or threatened physical violence directed against one or more members of the applicant's family by a spouse or other members of the applicant's household." The law further defines "domestic violence" as any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another who is or was residing in the same single dwelling unit.

Additionally, domestic violence includes violence against a domestic partner.

#### **Drug-related Criminal Activity**

Illegal manufacture, sale, distribution or use of a drug, or possession of a drug, with the intent to manufacture, sell, distribute or use the drug pursuant to Florida State law.

#### **Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR § 5.403)**

A family whose head, co-head, spouse, or sole member 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 (1) or more live-in aides.

#### **Elderly Person**

A person 62 years of age or older.

#### **Extremely Low Income**

(HUD Federal Register Vol. 79 #122 dated 6-25-14 and Vol. 81 #45 dated 3-8-16)

A very low-income family whose annual income does not exceed the higher of:

- The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved; or
- Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### **Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR § 5.403)**

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity or gender expression, or marital status:

- a) A single person who may be an elderly person, displaced person, a person with disabilities, nearly elderly person, or an single person; or
- b) A group of persons residing together and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home due to placement in foster care is considered a member of the family);
  - An elderly family;
  - A near-elderly family;
  - A disabled family;
  - A displaced family;
  - The remaining member of a tenant family; or
  - A group of persons who reside together and are related by blood or marriage, or who exhibit a stable familial relationship. PHCD will accept documentation proving that adult, domestic partners have a stable relationship (e.g., they have lived together for at least one (1) year).

#### **Family Income**

Family Income means the annual income derived from all sources of the family members expected to reside in the dwelling unit and upon which rent is to be based.

#### **Family Rent to Owner (24 CFR § 982.515)**

The portion of rent to owner paid by the family.



## DEFINITIONS

### Attachment A of the Section 8 Administrative Plan

#### **Family Share**

The portion of rent plus utilities paid by the assisted family.

#### **Fraud**

Deceit or trickery deliberately practiced to gain some advantage dishonestly. Fraud is an intentional deception and is not committed accidentally.

#### **Full-Time Student**

A person registered for and carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

#### **Gender Expression**

All of the external characteristics and behaviors that are socially defined as either masculine or feminine, such as dress, grooming, mannerisms, speech patterns and social interactions. Social or cultural norms can vary widely and some characteristics that may be accepted as masculine, feminine or neutral in one culture may not be assessed similarly in another.

#### **Gender Identity (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.100)**

Gender identity means actual or perceived gender-related characteristics.

#### **Gross Rent (24 CFR § 982.4)**

The total of the Contract Rent plus utility allowance. If there is no utility allowance because the landlord is responsible for all utilities, the Gross Rent and the Contract Rent will be the same amount.

#### **Head of Household**

The family member who is 18 years or older and held responsible and accountable for the family, normally considered to be the official tenant of record on the lease.

#### **Hearing**

An informal proceeding at which a resident's grievance or complaint relating to PHCD's adverse action or decision, is heard in order to insure that the complainant's rights were not violated

#### **Immediate Family Members (24 CFR § 5.2003)**

A spouse, parent, brother, sister, child, an individual to whom that person stands in loco parentis, or any other person living in the household and related by blood or marriage. Additionally, the term "immediate family member" shall include a domestic partner.

#### **Income Limits**

Income limits are those published by HUD that determine a family's eligibility for the Housing Choice Voucher and Moderate Rehabilitation Programs.

#### **Interim Adjustments or Re-determination of Rents**

Changes in rent between admission and subsequent annual re-examinations due to a change in family composition or income.

#### **Live-in Aide**

A person 18 years of age or older who resides with one (1) or more elderly persons, or near elderly persons, or persons with disabilities who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the financial support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

The live-in aide's income is not counted when determining family income.

## DEFINITIONS

### Attachment A of the Section 8 Administrative Plan

#### **Low Income Family**

A family whose annual income does not exceed eighty percent (80%) of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

#### **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 reimbursed by insurance or other sources.

#### **Minimum Rent**

Statutory requirement that each family assisted under Public Housing programs pay a monthly minimum rent or Total Tenant Payment (TTP) of \$50.00, subject to hardship exemption waiver, if applicable.

#### **Monthly Income**

One-twelfth of Annual Income

#### **Monthly Adjusted Income**

One-twelfth of Adjusted Annual Income

#### **Near-Elderly Family (HUD Equal Access Rule, PIH Notice 2014-20, and 24 CFR 5.403)**

A family whose head of household, co-head, spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

#### **Net Family Assets**

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of any business or family assets disposed of by an applicant or tenant for less than fair market value during the two years preceding the date of application for the program or reexamination shall be included in the determination of Net Family Assets.

#### **Non-Elderly Family**

Two (2) or more persons who are not elderly but live together and are related by blood, or marriage, or operation of law, or give evidence of a stable relationship which has lasted over a period of at least one year. All Family Income and resources are available to meet the family's needs.

#### **Offer**

The term 'offer' is used in the context of project-based assistance and means an offer of a unit that is vacant, appropriate for the household in size and type and meets applicable housing quality standards. Such an offer does not guarantee the availability of the unit.

#### **Non-Violent Criminal Activity**

Any criminal activity that is not a Violent Criminal Activity or a Drug-related Criminal Activity, as defined herewith, but that is such that it may threaten the health, safety or right to peaceful enjoyment of the premises by other residents. Non-violent criminal activities include but are not limited to fraud, bribery, vandalism, burglary, larceny, robbery, etc.

#### **Persons with Disabilities**

Under federal discrimination law, an individual is disabled if they have a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. This definition does not include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic, who poses a direct threat to the health, safety and right to peaceful enjoyment of the premises by other residents.



## DEFINITIONS

### Attachment A of the Section 8 Administrative Plan

#### **Reasonable Accommodation**

A reasonable accommodation is a change, modification, alteration or adaptation in a policy, procedure, practice, program facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

#### **Reexamination Date**

The date on which the annual re-examination of eligibility for continued occupancy is due and which may or may not result in a rent change.

#### **Sexual Assault**

The threat of oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

#### **Sexual Battery**

The actual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object, without consent.

#### **Sexual Orientation (HUD Equal Access Rule, PIH Notice 2014-20 and 24 CFR 5.100)**

Sexual orientation means homosexuality, heterosexuality or bisexuality.

#### **Single Person**

A person living alone and who does not qualify as an elderly family, disabled family, displaced person, or as the remaining member of a tenant family.

#### **Stalking (24 CFR § 5.2003 and the Florida Statutes)**

The federal regulations defines "stalking" to following, pursuing, or repeatedly committing acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

The Florida Statute defines "stalking" as the willful malicious, and repeated following, harassing, or cyber stalking of another person, and/or the making of a credible threat with the intent to place that person in reasonable fear of death or bodily injury of the person, or the person's child, sibling, spouse, parent, or dependent.

#### **Tenant Error**

Occurs when the tenant by action or by inaction breaches a lease, regulation or other program requirement because of a misunderstanding of rules. Tenant errors are considered unintentional program violations, as compared to fraud (see definition).

#### **Unauthorized Occupants/Boarders**

A person who is staying in the dwelling unit, but is not listed on the lease or approved by the Landlord to dwell in the unit in excess to 14 days.

#### **Uniform Federal Accessibility Standards**

A dwelling unit that is designed, constructed, altered or adapted to comply with Uniform Federal Accessibility Standards (UFAS) and is located in accessible route.

#### **Units with Accessible Features**

A unit that has been altered in a manner that has some accessible features that assist persons with disabilities, but is not a certified UFAS unit.

**Unrestricted Tenant-Based Benefits**

Tenant-based subsidies that have been designated by HUD or Congress for use only for certain programs, such as:

- Veterans Assisted Supportive Housing (VASH);
- HOPE for Elderly Independence;
- HOPE VI;
- Family Unification Program (FUP);
- Continued assistance for previously assisted families;
- Any other award that HUD sets aside for particular uses.

**Very Low Income Family**

A family whose Annual Income does not exceed fifty percent (50%) of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Violent Criminal Activity**

Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage pursuant to Florida State law.

**Waiting List**

The list of applicants who are waiting to be verified eligible for admittance to housing programs administered by the PHCD and offered the benefit as it becomes available.



MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
CONVENTIONAL PUBLIC HOUSING DWELLING LEASE

Effective: \_\_\_\_/\_\_\_\_/\_\_\_\_

Entity ID #:

ARTICLE I  
Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is made this  day of , in the year  between Miami-Dade County, a political subdivision of the State of Florida (called the "Landlord") and  (called the "Resident").

1. Description of the premises

(a) Address of unit: The Landlord hereby leases to the Resident a dwelling unit located at   (unit),  (city), Florida  (zip code).

- (b) Such dwelling unit consists of  bedroom (s).
- (c) The Landlord, using data provided by the Resident about their income, family composition, and housing needs, leases to Resident, the property (called "premises" or "dwelling unit") subject to the terms and conditions set forth in this Lease.
- (d) The premises must be used only as a private residence except as outlined in Article IX.2 for the Resident and the authorized household members named in Article III.1. (a) and (b) of this Lease.

2. Period of the Lease

- (a) Initial term: The initial term of this Lease shall not exceed twelve months and shall cover the period beginning  day of , in the year  and ending at midnight  day of , in the year .
- (b) Renewal: Unless otherwise modified or terminated in accordance with Article XV, or unless Landlord advises the resident that this Lease shall not be renewed, this Lease shall automatically be renewed for successive terms of twelve calendar months.

3. Rental charges

- (a) Monthly rental charge for the dwelling unit identified in Article I.1 (a) above is \$ . The monthly rent is subject to change and is computed in compliance with applicable law and USHUD regulations. When the amount of monthly

rent changes, the Landlord shall give the Resident written notice of the new amount and the date from which the new amount is applicable. Said notice shall become a part of this Lease.

- (b) The Resident agrees to pay a prorated portion of the monthly rental for the first month's rent due on the day that this Lease becomes effective. (The proration is computed as follows: Monthly rental charge in Article 1.3 (a) above \$ [ ] divided by number of days in the month [ ] times number of days in the month unit will be occupied [ ] = prorated rent \$ [ ]).
- (c) The monthly rental charge stated in Article 1.3 (a) above shall remain in effect until adjusted by the Landlord in accordance with Articles VI and VII of this Lease.

#### 4. Community Policies

Landlord developments have adopted Community Policies that govern various aspects of residency at each site. These regulations may be modified from time to time and shall be posted in each site's management office. The Community Policies are considered part of this Lease and are binding upon the Resident as if incorporated herein. Any serious or repeated violation of the Community Policies shall be considered a violation of this Lease and may be grounds for eviction.

#### 5. Definitions

- (a) **Resident:** The adult person who has been identified as head of household, has executed the Lease with Landlord, and resides in the unit.
- (b) **Family composition:** The person(s) whose status determines the computation of monthly rent.
- (c) **Household member:** All person(s) authorized to reside in the unit including foster children/adults and live-in aides. This Lease does not confer any rights to the unit by foster children/adults and live-in aides.
- (d) **Guest:** Any person who is on the premises or the site with the Resident or household member's consent, or a person under the Resident's control who comes onto any site.
- (e) **Live-in Aide:** A person who resides with an elderly, disabled or handicapped person and who:
- (i) Is determined to be essential to the care and well-being of the person;
  - (ii) Is not obligated for the support of the person; and
  - (iii) Would not be living in the unit except to provide the necessary supportive services to the person.
- (f) **Site:** Landlord's property that is comprised of one or more developments that may be contiguous or scattered.
- (g) **Development:** Landlord's multifamily or single family properties developed and subsidized by federal funds.
- (h) **Criminal activity:** Any illegal activity whether on or off the premises. For the purposes of this Lease, drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or



use a controlled substance; violent criminal activity shall include any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, nontrivial bodily injury or property damage; and Non-Violent criminal activity shall include any non-violent criminal activity that threatens the health, safety or right of peaceful enjoyment by other Residents or employees of the Landlord.

- (i) **Unauthorized Occupants/Boarders:** A person who is staying in the dwelling unit, but is not listed on this Lease, Article III Sections (a) and (b), or approved by the Landlord to dwell in the unit in excess of 14 days.
- (j) **Warning:** Any written notification to the Resident or adult household member by any Landlord's employee or law enforcement officer, acting in their official capacity, regarding criminal activity, including the abuse of drugs and/or alcohol, by household members or guests.

**ARTICLE II**  
**Rent Payments**

- 1. (a) **Due Date:** Rent is due and payable on the first day of each month and shall be considered delinquent after the 10th day of the month. If the 10th day of the month falls on a Saturday, Sunday or legal holiday, rent shall be considered timely paid on the business day following that Saturday, Sunday or legal holiday, but delinquent thereafter. If payment is not received on time, a late charge will be automatically accessed to the resident's account as stated in Article V (4)-Late Charges.
- (b) **Rent Payment:** Rent shall be paid through any of the following options: 1) check, money order, or cashier's check mailed by the resident directly to the Landlord's lockbox together with payment stub from resident's monthly rent statement, 2) authorized direct debit from resident's checking or savings account, 3) paid online with major credit card. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.
- (c) **Return Check Charge:** Any time a check, direct debit, or other form of payment is not honored, the Landlord may collect a fee as specified in the Community Policies. Failure to pay such fees is grounds for eviction. If a personal check is returned unpaid twice within a twelve-month period, only money orders or cashier's checks will be accepted during the subsequent 12-month period.

**ARTICLE III**  
**Authorized Members of the Household**

1. Authorized occupants are the individuals who make up the family composition and other household members listed below. Each family member 18 years of age or older shall sign the Lease to acknowledge their acceptance of all terms.

- (a) Family composition (*list head of household (HOH), spouse or co-head, other family members*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP
			HOH

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP

(b) Household members who are not part of the family composition (for example, live-in aide, foster child/adult):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP

(c) Additions: Any addition to the individuals permitted to reside in the premises, other than natural births, requires advance written approval from the landlord. Such approval may be granted at the discretion of the Landlord and only if the unit size is appropriate, and the new adult family member passes the landlord's screening criteria including, but not limited to, a criminal history check. Resident agrees to wait for the Landlord's written approval before allowing additional person/s to move into the premises. This provision applies equally to all persons, including spouses, children under foster care or temporary custody, foster adults, and live-in aides.

(d) Removals: Removals for any reason of any of the household members named above on the Lease shall be reported in writing by the Resident to the Landlord within ten (10) days of occurrence.

2. In addition to the head of household and/or spouse, each member of the household 18 years or older shall sign the Lease to acknowledge their acceptance of all terms. Members of the household upon attaining age 18 years after initial lease execution shall sign a new lease with all other adult members of the household at the next annual re-examination.
3. This Lease will not be revised to permit a change of family composition resulting from a request to allow adult relatives to move into a unit except under extraordinary circumstances as determined by the Landlord.
4. Failure of the Resident to comply with the above provisions, or to provide complete and accurate information regarding household members, is a ground for eviction.
5. As listed in Article III, Authorized Members of the Household cannot participate in any other subsidized housing program provided by Federal, State or local housing assistance program. Multiple residencies and/or multiple rent subsidies are grounds for eviction.
6. Only the persons listed in Article III of this Lease are authorized to use the unit's address on their driver's license, identification card, or as their mailing address as required by (24 CFR § 966.4 (f) (2) and (3)).



**ARTICLE IV**  
**Security Deposit**

1. Amount: Resident agrees to pay a security deposit, as security for performance of the rental agreement, in an amount equal to the greater of \$100.00 or one month's gross rent. An additional pet deposit of \$100.00 is required if Resident has a pet. A pet deposit shall not be required in the event the resident requires an assistive animal, as defined in the Assistive Animal Policy section of the Community Policies.
2. Disposition: At lease termination, the Landlord may choose to impose a claim on the security deposit for:
  - (a) Unpaid rent;
  - (b) The cost of repairing damage to the unit beyond normal wear and tear;
  - (c) Applicable court costs and attorney fees related to any termination or other proceeding provided Landlord prevails in the Court action; and
  - (d) Other charges due from the Resident to Landlord.

Upon vacating of the premises for termination of the Lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit.

3. Notification: Resident agrees to give thirty (30) days written notice of intent to vacate delivered personally or by certified mail to the landlord. If the Landlord intends to impose a claim on the deposit, a written notice of intent to impose a claim on the Resident's security deposit, including the reason for imposing the claim, will be sent by certified mail to the Resident's last known mailing address within thirty (30) days after the Resident has moved out. Failure by the Resident to give the required 30 days' notice of intent to vacate will relieve the landlord of the 30 days' notice requirement but shall not waive any right the Resident may have to the security deposit or any part of it.

**ARTICLE V**  
**Other Charges and Conditions**

In addition to the payment of monthly rent, the Resident is responsible for the payment of other charges as specified in the Lease and Community Policies posted in each site management office. Other charges include: (1) any Landlord excess utility surcharges, (2) maintenance costs, (3) violation fines, (4) delinquent rent late charge, and (5) other amounts owed to Landlord. The Landlord shall provide written notice of the amount of any charge in addition to monthly rent, and that the charges are due and collectible two (2) weeks after written notice of the charges. Each written notice of charges in addition to rent must include a statement that if the Resident disagrees with the charge, they may use the grievance procedure to dispute the charge. Failure to timely request a grievance waives any objection on the part of the Resident to any charge.

1. **Utilities:** The Resident agrees to comply with all applicable rules and regulations issued by any Federal, State or local governmental authority regarding the regulation and conservation of utilities or fuels and not to waste or otherwise misuse the utilities provided by the Landlord.
  - (a) Landlord-Supplied Utilities, Services and Equipment: If indicated by an "X" in column (1) below, the indicated utility, service and equipment is supplied by Landlord and is included in the resident's rent. At developments where utilities are provided by Landlord, a charge may be assessed for excess utility consumption due to the operation of air

conditioning units or major Resident-supplied appliances. The schedule of any such excess utility surcharges shall be posted by the Landlord in site management offices.

- (b) Resident-Paid Utilities, Services and Equipment: If indicated by an "X" in column (2) below, an allowance for utilities appropriate for the size and type of dwelling unit shall be established for utilities paid by the Resident directly to the utility suppliers. By initialing next to the marked items below, the resident agrees to supply or pay the marked services and equipment. Air conditioning systems installed with individual check meters are not included in the utility allowance pursuant to federal regulations. If the utilities allowance results in a net rent credit to the Resident, the Landlord may pay the utility reimbursement jointly to the Resident and the utility supplier, or directly to the utility supplier, if the Resident and the utility supplier consent. The Landlord may change the utilities allowance at any time during the term of the Lease. Unless otherwise allowed by federal regulations, the Landlord shall give the Resident 60-day written notice of the annual revised Utility Allowance. If the resident fails to request a grievance hearing pursuant to the grievance procedures the Resident waives any objection they may have to the utility allowance or utility surcharge.
- (c) The Resident must pay for the utilities/services in column (2). Payments should be made directly to the appropriate utility company where applicable.
- (d) The utility accounts must be under the name of the Head of Household, Spouse or co-head.

<b>Column (1)</b>		<b>Column (2)</b>
Put "X" by any applicable Utility, Service and Equipment		
<b>Landlord Supplied Utilities/Services</b>	<b>Type of Utility</b>	<b>Resident Paid Utilities/Services</b>
<input style="width: 100%; height: 20px;" type="text"/>	Electricity	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Air Conditioning	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Gas	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Water and Sewer	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Garbage	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Other (Specify)	<input style="width: 100%; height: 20px;" type="text"/>
<b>Landlord Supplied Equipment</b>	<b>Type of Equipment</b>	<b>Resident Supplied Equipment</b>
<input style="width: 100%; height: 20px;" type="text"/>	Cooking Range	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	Refrigerator	<input style="width: 100%; height: 20px;" type="text"/>



**Landlord Supplied Equipment**

**Resident Supplied Equipment**

	Type of Equipment	
<input type="checkbox"/>	Space heater	<input type="checkbox"/>
<input type="checkbox"/>	Reversible A/C unit	<input type="checkbox"/>
<input type="checkbox"/>	Washer	<input type="checkbox"/>
<input type="checkbox"/>	Dryer	<input type="checkbox"/>
<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>

- Maintenance Costs:** Resident shall be responsible for the cost of services or repairs that are the result of damage to the premises, common areas or grounds that are caused by the Resident, household members or guests. When the Landlord determines that maintenance service provided is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Landlord or, for work not listed on the Schedule of Maintenance Charges, based on the actual cost to the Landlord for the labor and materials needed to complete the work.
- Fines:** The Resident agrees to pay fines, different from maintenance charges, that are incurred as a result of violations to the rules and regulations as set forth in the Community Policies duly adopted and posted in each site management office.
- Late Charges:** A \$20.00 late charge shall be applied to the Resident's account if rent is delinquent. Late charges assessed hereunder shall not be due and collectible until two (2) weeks after the Landlord gives written notice of the charge. In the event the Resident fails to pay this late charge following receipt of the written notice, the Resident shall receive a 30-day written notice of termination. Failure to pay the late charge is grounds for eviction. To prevent late charges, refer to Article II (1)(a).
- Other Amounts:** As a further condition of this Lease, Resident agrees to pay all other amounts owed to Landlord such as back rent, back charges, or administrative fines pursuant to a repayment agreement or Court order, and all other amounts owed to Miami-Dade County or its agencies and departments.

Failure to pay these and other charges timely after two weeks of notice by Landlord is grounds for eviction.

**ARTICLE VI**

***Reexaminations and Determination of Eligibility***

- In accordance with federal regulations, the status of each household will be re-examined at least once every twelve (12) months in order to re-determine rent, dwelling size and eligibility to continue occupancy. This re-examination shall be conducted in accordance with the approved statement of policies and procedures, laws and regulations, schedule of rents, income and occupancy limits.
- The Resident agrees to promptly supply the Landlord, when requested, with accurate information about: Social Security Number, citizenship or eligible immigration status, family

composition (including age and gender), income, assets, employment, handicap or disability of family members, proof of school registration and school attendance of minor children and related information necessary to determine eligibility, annual income, adjusted income and rent. Providing incomplete and inaccurate information will be considered fraud and shall constitute grounds for eviction.

3. All information supplied to the Landlord must be verified. The Resident is responsible for complying with the Landlord's request for verification. This may include signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Landlord may conduct a criminal background screening on the Resident or any household member during annual reexamination or whenever the Landlord deems it necessary. Landlord is final determiner as to whether the information has been adequately verified. The Resident shall be notified in writing of the effective date of any rent adjustment resulting from the reexamination.
4. If due to instability of family income or family composition, annual family income cannot be determined, a temporary determination of income and rent will be made and a special reexamination will be scheduled every 30 days, not to exceed a total of 90 days, or until stable income is established, whichever comes first. The Resident shall be notified in writing of the date of each special reexamination.
5. Reexaminations during the contemplation of, or pending, lease termination or eviction proceedings shall not constitute a waiver of the right to pursue such proceedings.

#### **ARTICLE VII**

##### ***Interim Re-examinations and Rent Adjustments***

1. The Landlord must be informed of the following changes between annual re-examinations:
  - (a) If the total family income increases, the Resident must report such change in writing to the management office within ten (10) days of occurrence.
  - (b) Decreases of income in any amount lasting longer than one month may be processed at the resident's request. Changes that result in an increase or decrease in rent must be verified in accordance with Article VI above.
  - (c) Any changes to family composition, including natural birth or adoption, must be reported in writing to the Landlord as soon as they are known, but in no event later than ten (10) days after occurrence. Changes that result in an increase or decrease in rent must be timely verified in accordance with Article VI above.
  - (d) Rent will not be adjusted when income decreases result from verified failure to participate in an economic self-sufficiency program, or failure to comply with work or community service requirements, or fraud, by any member of the family composition under any Federal, State or County law applicable to welfare or public assistance benefits.
  - (e) Rent may be adjusted between scheduled re-examinations when rent formulas or procedures change, or if utility allowances applicable to the unit are adjusted, as allowed by federal law and regulations.
2. If as a result of the rent adjustment the monthly rental payment decreases, the rent adjustment will become effective the first day of the month following the date the information is reported to the Landlord. If the rent should increase based on the family income, the adjustment will become effective at the next annual re-examination.



3. If it is found that the Resident failed to timely report any changes in income or family composition as described above or provided inaccurate or incomplete information, it will be considered fraud, any of the following may occur:
  - (a) Any increase in rent which would have occurred had changes been reported in a timely manner will be made retroactive to the effective date of the change in circumstances and the Resident agrees to reimburse the Landlord for the difference between the rent they should have paid and the rent they were charged.
  - (b) Any decrease in rent that would have occurred had changes been reported in a timely manner will be made effective the first day of the month following the date the change is reported to the Landlord, and will not apply retroactively.
  - (c) The Resident may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

### **ARTICLE VIII**

#### ***Transfers***

1. The Resident will be notified in writing once the Landlord approves a transfer. Upon signing the new Lease, the Resident is required to move within fifteen (15) calendar days. If the Resident refuses to move, the Landlord may terminate this Lease. The Resident shall be offered the opportunity for a hearing under the Landlord grievance procedure.
2. Should the Resident accept a unit with disability accessibility features, and the Resident or any member of the household does not need such features, the Resident agrees to move to a unit without such when another Resident who is disabled needs the unit with the accessibility features, within thirty (30) days of notice thereof.
3. The Landlord will consider but need not honor a Resident's request for a transfer.
4. The Landlord may reassess the Resident's eligibility for housing including, but not limited to, a criminal history check when reviewing the Resident's request for transfer.
5. Residents approved for transfer must have a current rent account with no outstanding balance and must leave the present unit in a satisfactory condition. The Resident shall be responsible for all moving expenses, except where required by federal regulations. The Resident agrees to sign a new Lease for the new unit before the move-in occurs.

### **ARTICLE IX**

#### ***Resident's Obligations***

As a requirement for continued occupancy of a dwelling unit the Resident, in addition to other obligations described elsewhere in this Lease, must:

1. Abide by all regulations and conditions established by Landlord in the Lease and Community Policies and with the requirements of all applicable building codes, housing codes, federal regulations, state or local law that impose obligations relating to the occupancy of a dwelling unit and surrounding premises. A sample lease, community policies, and any addenda documents shall be posted in a conspicuous manner in the site management office and shall be available upon request. Violations of such requirements shall constitute a violation of the Lease.
2. Comply with the terms of the Lease, including but not limited to rent payment and housekeeping requirements.
3. Use the property exclusively as a private residence for themselves and household members listed in Article III., 1 (a) and (b) of this Lease, and not to use or permit its use for any other



purpose (See 24 CFR § 966.4 (f) (2) and (3)). The Landlord may by prior written approval consent to a member of the family composition engaging in a legal home-based business in the dwelling unit where the business is incidental to the primary use of the unit as a residence. The activities of any such authorized business are subject to the requirements of this Lease, the Community Policies and all applicable Federal, State and local laws that impose obligations relating to the operation of a home-based business. Failure to operate the home-based business in compliance with this Lease and Community Policies will result in eviction.

4. Not assign the Lease; nor sublease the dwelling unit; nor give accommodation to unauthorized occupants/boarders.
5. Not give accommodation to any guest in excess of a total of fourteen (14) days per year, whether or not consecutive, unless the resident obtains the advance written consent of the Landlord. Not to allow any other person, including guest or visitors, or other person otherwise under the control of the resident, to reside or to stay as a guest in the dwelling unit during the resident's absence unless the resident obtains the advance written consent of the Landlord.
6. Advise the Landlord if resident will be absent from the unit for more than seven (7) consecutive days. Residents shall notify the Landlord in writing, secure the unit, and provide a means to contact the resident in an emergency. Failure to comply is grounds for termination of the Lease.
7. Ensure that school-age children are enrolled in school, attend regularly and not be absent without excuse for more than fifteen (15) days in any 90-day period within a given school year barring death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the school board.
8. Keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.
9. Perform seasonal lawn maintenance or other maintenance tasks, where performance of such tasks by tenants of dwelling units of a similar design and construction is customary. Residents who are unable to perform such tasks because of age, disability or infirmity shall be exempt from such requirement.
10. Refrain from and cause members of their household, guests or other persons under their control to refrain from destroying, defacing, damaging or removing Landlord's property from the dwelling unit, common areas or other Landlord property.
11. Notify the Landlord promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in the common areas and grounds of the development that may lead to damage or injury.
12. Pay reasonable charges, other than for wear and tear, for the repair of damages to the dwelling unit, or to Landlord buildings, facilities or common areas caused by the Resident, any member of their household, a guest or another person under the Resident's control.
13. Meet community service, work or family self-sufficiency public assistance program requirements as applicable.
14. To act, and cause household members, guests or other persons under the Resident's control, to act in a manner which will not disturb other residents' peaceful enjoyment of their premises. If a warning is given to the Resident or any adult household member concerning any guest, neither the Resident nor any household member shall permit such person to have access to the leased unit where the Resident and household members reside. The Resident and household members agree that such person who subsequently visits the site where the Resident's unit is located shall be considered a trespasser. The Resident and household members shall cooperate



in all respects with Landlord personnel and law enforcement officers in treating such person as a trespasser.

15. Assure that the Resident, any member of their household, or guest does not engage in:
  - a. Any activity criminal or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord; or
  - b. Any drug-related criminal activity whether on or off the premises; or
  - c. Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
16. Assure that no other person under the Resident's control engages in:
  - a. Any activity, criminal or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Landlord; or
  - b. Any drug-related criminal activity on the premises; or
  - c. Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
17. Abide by the Smoke Free Policy, which is attached here to as an Addendum and incorporated herein by reference.

**ARTICLE X**  
**Landlord Obligations**

The Landlord will:

1. Maintain the dwelling unit and the development in decent, safe, and sanitary condition and in good repair in accordance with 24 CFR § 5.703.
2. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. Make necessary repairs to the dwelling unit.
4. Keep development buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
5. Maintain in good and safe working order and condition electrical, plumbing sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.
6. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the resident. However, Landlord is not obligated to provide individual trash cans.
7. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

8. (i) Notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the resident to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.
  - (ii) When required to afford the Resident opportunities for a hearing under the grievance procedure, inform the Resident of the right to request such hearing. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the resident) the grievance process has been completed.
9. By signing this rental agreement, the Resident agrees that upon surrender or abandonment of the dwelling unit, as defined by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Resident's personal property. Note: According to Section 83.59(3) (c), Florida Statutes, "it shall be presumed that the tenant has abandoned the dwelling unit if they are absent from the premises for a period of a time equal to one-half the time for periodic rental payment. However, this presumption shall not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence."

**ARTICLE XI**  
**Inspections**

1. Prior to occupancy, the Landlord and the Resident shall inspect the dwelling unit and immediate surrounding premises. The Landlord shall furnish the Resident with a written statement of the condition of the dwelling unit, immediate surrounding premises and the equipment provided within the unit. This statement shall be signed by the Landlord and the Resident and a copy retained in the Resident's file.
2. When the Resident vacates the dwelling unit, the Landlord shall inspect the unit and furnish the Resident with a written statement of any claims to the Security Deposit pursuant to Article IV.3 of this Lease. The Resident and/or his representative will be provided the opportunity to join in such inspection unless the Resident vacates without notice to the Landlord.
3. The Resident agrees that upon at least forty-eight (48) hours advance written notice, stating reason for entry access, a duly authorized agent or representative of the Landlord shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements or repairs. However, the Resident's request for maintenance shall constitute permission to enter the unit when the Landlord's maintenance staff comes to perform such maintenance work, even if the Resident and all adult members of the household are absent from the premises.
4. The Landlord shall have the right to enter the Resident's dwelling without prior notice to the Resident if there is reasonable cause for the Landlord to believe that an emergency condition exists. If the Resident and all adult members of their household are absent from the premises at the time of entry, the Landlord shall leave a written statement notifying the Resident of the date, time and purpose of entry.



## **ARTICLE XII**

### ***Unit Defects Hazardous to Live, Health and Safety***

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health or safety of the Resident, the rights and obligations of the Resident and the Landlord are as follows:

1. The Resident shall immediately notify the Landlord of the damage and the Landlord shall make repairs within a reasonable time of the Resident's reporting the condition to the Landlord.
2. If the necessary repairs cannot be made within a reasonable time, the Landlord shall offer the Resident a replacement dwelling unit, if available. If the damage was caused by the Resident, any member of their household, or guests, the reasonable cost of the repairs shall be charged to the Resident.
3. If alternative accommodations are unavailable and necessary repairs cannot be made within a reasonable time, the Landlord shall abate rent in proportion to the seriousness of the damage and loss in value as a dwelling while the Resident is residing in the unrepaired dwelling unit. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the Landlord, during the time in which the defect remains uncorrected. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the damage was caused by the Resident, any member of their household, a guest or a person under the Resident's control.
4. If the Landlord determines that the dwelling unit is untenable because of imminent danger to the life, health and safety of the Resident, and alternative accommodations are refused by the Resident, this Lease shall be terminated.

## **ARTICLE XIII**

### ***Legal Notices***

1. All notices, except as provided in Article XI.4, required to be delivered to the Resident pursuant to this Lease shall be delivered in writing any one of the following ways:
  - (a) To the Resident or an adult member of the Resident's household; or
  - (b) If the Resident and all adult members of the household are absent from the premises, by leaving a copy at the residence and by prepaid first class mail properly addressed.
2. All notices required to be delivered to the Landlord by the Resident shall be in writing either sent by prepaid first class mail addressed to the site management office listed on the last page of this Lease, or delivered by the head of household, or other household member, in person to the Asset Management Project (AMP) administrator (or designee) at the address listed on the last page of this Lease.
3. If the Resident is visually impaired, notices must be in accessible format.

## **ARTICLE XIV**

### ***Posted Notices***

All community policies, rules, regulations and schedules for special charges for services, repairs or utilities that are required to be posted, shall be publicly posted in a conspicuous manner in the site office and shall be furnished to applicants and Residents upon request. Such schedules, rules and regulations may be modified by the Landlord by giving thirty (30) days written notice of the proposed modifications allowing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The notice shall be posted in at least three (3) conspicuous places within the affected Landlord property.



**ARTICLE XV**  
**Termination of the Lease**

This Lease may be terminated by the Resident at the end of the first year, by the Resident giving thirty (30) days written notice in the manner prescribed by Article XIII.2. This Lease may be terminated by the Landlord in accordance with the provisions of this Lease and Chapter 83, Part 2, Florida Statutes as it may be amended.

1. Conditions of Termination

The Landlord shall have the right to terminate or refuse to renew the Lease for any of the following reasons:

- a. Failure by the Resident or any member of their household to fulfill their obligations outlined under the Articles of this Lease, the Community Policies and any addenda or amendments to the Lease or Community policies.
- b. A serious or repeated violation by the Resident or any member of their household of one (1) or more terms of the Lease.
- c. Denial or disconnection of utility services that are paid by the Resident. The Landlord will not terminate assistance if the resident restores the utility service legally and timely in compliance with the 30-day notice to cure, or by the time the informal hearing takes place.
- d. Tampering with utilities to illegally obtain service, or changing the account to an adult person that is not listed as a family member in this Lease.
- e. Any activity, criminal or non-criminal, engaged in by the Resident, any member of their household, a guest or a person under the control of the Resident, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of Landlord.
- f. Any criminal activity (violent, non-violent, or drug-related) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Landlord, as stated in Article IX Resident's Obligations. Any such criminal activity that resulted in a conviction shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease:
  - i. Drug-related criminal activity, whether "on or off the premises" for the Resident, any member of their household, or a guest, and "on the premises" for other persons under the Resident's control. Drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; and
  - ii. Violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.
  - iii. Non-violent criminal activity shall include any activity that threatens the health, safety or right to peaceful enjoyment by the residents or employees of the Landlord.
  - iv. Open cases shall be held pending final disposition. Upon a disposition from the court, the Landlord shall either recommend termination of assistance or take no action based on the outcome. An arrest is not evidence of criminal activity that can support an adverse admission, termination or eviction decision. As such, an arrest where the disposition of the criminal charges are voided, invalidated, rendered



inoperative, dropped, nolle prossed, dismissed pursuant to successful completion of a diversion or a deferral of judgment program, no action, or other resolution that does not involve an admission of guilt or where the applicant is found not guilty or acquitted, may not result in denied assistance.

- v. The Landlord may also terminate assistance based on the conduct underlying the arrest, only if the conduct indicates the individual is not suitable for tenancy and the Landlord has sufficient evidence that the individual engaged in the conduct other than the fact of the arrest.
- g. Failure by the Resident to report to any reexamination interview or provide verification of any information required by the Landlord.
- h. Resident and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. If it is determined that resident or any household member has provided fraudulent information or committed fraud in connection with the application process, or to otherwise remain in the dwelling unit.
- i. Failure to keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean, safe and sanitary condition.
- j. Failure to comply with Federal, State or local public assistance program requirements related to work activities, community service requirements or fraud.
- k. If the Resident or any member of their household, a guest or a person under the Resident's control, engages in the illegal use, or threatened use of or display of firearms, fire bombs or other weapons on Landlord's property.
- l. If the conduct of the Resident, any member of their household, a guest or a person under the Resident's control, is such that there is a likelihood that their presence on the premises may lead to personal injury or property damage.
- m. If school-age children do not attend school regularly and are absent more than 15 unexcused days within any 90-day period of a given school year except in instances of death, serious illness or injury, or the child who attains the age of 16 years files a formal declaration of intent to terminate school enrollment with the school board.
- n. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas. Resident must pay for any necessary repairs of damages caused; non-payment will be grounds for termination.
- o. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.
- p. If the Resident, any member of their household, a guest or a person under the Resident's control threatens, obstructs or interferes with an employee of the landlord or any government official conducting official business on or around the premises.
- q. The Resident refuses to accept the Landlord's proposed change(s) to this Lease.
- r. If the Resident repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed.
- s. A Resident member of the United States Armed Forces who is required to move pursuant to permanent change of station 35 miles or more from the location of the rental premises,

or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, may terminate their rental agreement by providing the Landlord with a written notice of termination to be effective at least 30 days after the Landlord's receipt of the notice. The notice to the Landlord must be accompanied by a copy of the official military order or written verification signed by the member's commanding officer.

- t. Being over the income limit established for the Public Housing Program, in accordance with the parameters established in the Admissions and Continued Occupancy Policy.
2. If the Landlord proposes to terminate this Lease, the termination of the Lease shall be by Federal and State law as follows:
- a. Landlord shall give fourteen (14) days written notice of termination if said termination is caused by Resident's failure to pay rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.
  - b. Landlord shall give seven (7) days written notice of termination for serious violations of the Lease.
  - c. Landlord shall give thirty (30) days written notice of termination in any other case.

#### **ARTICLE XVI**

##### ***Grievance/Appeal Procedure***

Disputes concerning the obligations of the Resident or the Landlord shall be resolved in accordance with the grievance procedure in effect at the time such grievance arises. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired and, if a hearing was timely requested by the Resident, after the grievance process has been completed. The application of Landlord's policy may be grieved but not the policy itself.

#### **ARTICLE XVII**

##### ***Change in Rental Agreement***

During the term of the Lease, the Landlord may change the terms and conditions of this Lease. The Landlord shall notify the Resident of any change at least thirty (30) days before the proposed effective date of the change. The Resident may accept the changed terms and conditions by signing a new Lease, addenda or amendments to the existing Lease. Failure to sign indicates that the Resident has rejected the changed terms and conditions and they intend to terminate the tenancy effective at the end of the last monthly period prior to the effective date of the proposed change.

#### **ARTICLE XVIII**

##### ***Resident Training Programs***

The Resident agrees to attend the Landlord's resident orientation program upon entry into public housing and the Landlord's post occupancy training program after entry into public housing. The Landlord will provide the Resident with training schedule information. The Landlord agrees to make special provisions to accommodate disabled, frail elderly, and medically ill Residents.



**ARTICLE XIX**  
**Miscellaneous Provisions**

1. This Lease, including attachments and addenda to the Lease, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
2. This Lease confers rights and remedies only upon the Tenant and Landlord identified in Articles I of this Lease, those individuals identified in Article III, and the United States Department of Housing and Urban Development. No person, other than the Tenant, Landlord and the United States Department of Housing and Urban Development, has any rights or remedies under the Lease, including but not limited to enforcement thereof.
3. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Resident and the Landlord unless specifically stated herein.
4. The invalidity of all or any part of this Lease shall not render invalid the remainder of this Lease or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
5. This Lease shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
6. Review of this Lease - The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received or have been given the opportunity to receive independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.
7. Tenants participating in the Low Income Housing Tax Credit (LIHTC) program must also sign the Lease Addendum # 1.

IN WITNESS THEREOF, the parties have executed this Lease Agreement this  day of  in the year  at Miami-Dade County, Florida.

**RESIDENT**

**MIAMI-DADE COUNTY,  
a political subdivision of the State of Florida**

\_\_\_\_\_  
Resident (head of household)

\_\_\_\_\_  
Landlord/Authorized Representative

\_\_\_\_\_  
Spouse (if applicable)

Site Name

\_\_\_\_\_  
Family/Household Member (18 or older)

Site address

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Family/Household Member (18 or older)



**Lease Addendum**

**MIAMI-DADE COUNTY**

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**

**Public Housing Dwelling Lease Addendum**

**Smoke-Free Policy**

Effective \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The Smoke-Free Policy is being incorporated in and made part of the Public Housing Dwelling Lease (the "Lease"), as a Lease Addendum dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_ made between the Landlord and the Resident, (*print name of Head of Household*) \_\_\_\_\_, Client # \_\_\_\_\_, Unit # \_\_\_\_\_.

**I. BACKGROUND**

In February 2015, the Centers for Disease Control published its *Vital Signs* report on secondhand smoke, which includes but is not limited to the following findings: (1) one in four nonsmokers (58 million people) in the United States are exposed to secondhand smoke; (2) two in five children (including seven in ten Black children) are exposed to secondhand smoke; (3) one in three nonsmokers who live in rental housing are exposed to secondhand smoke; (4) secondhand smoke exposure is more common among children ages three to 11, Blacks, people living below the poverty level, and those who rent housing; (5) about 80 million Americans live in multi-unit housing and can be exposed to unwanted secondhand smoke in their home; and (6) people who live in public housing are especially affected by secondhand smoke, including children, the elderly, and people with disabilities. The United States Surgeon General has stated that there is no risk-free level of exposure to secondhand smoke and the best way to keep children and adults safe from secondhand smoke is to ban all smoking indoors. Further, nationwide there are more than 1.2 million families who reside in public housing of which there are approximately 39 percent of the public housing residents who are between the ages of zero to 17 and approximately 15 percent who are 62 or older. It has been proven that exposure to smoke, whether direct or secondhand, causes adverse health outcomes such as asthma and other respiratory illnesses, cardiovascular disease, and cancer.

The U.S. Department of Housing and Urban Development's (HUD) published a proposed rule (24 Code of Federal Regulation Parts 965 and 966) on November 17, 2015, that will require each public housing agency administering public housing programs to implement a smoke-free policy. Previously, HUD had also issued Notice PIH 2012-25 strongly encouraging housing agencies to implement a Smoke-Free Policy. Prior to the publication of the proposed rule, the Miami-Dade Board of County Commissioners, on November 3, 2015, adopted Resolution No. R-1003-15 directing the County's administration to develop a smoke-free policy in consultation with the residents and resident councils, to incorporate a smoke-free policy into the County's Fiscal Year 2016-2017 Public Housing Agency Plan, the Admissions and Continued Occupancy Policy, the public housing community policies, and the public housing lease for all public housing developments owned and operated by the County. According to surveys conducted by the Florida Department of Health in Miami-Dade County of public housing residents, 68% of the residents are in agreement with the implementation of a Smoke-Free Policy.

**II. APPLICABILITY**

The County's Public Housing and Community Development Department (Department) is incorporating the Smoke-Free Policy as follows:

**Public Housing Program:** HUD regulation 24 CFR 965 and 966 require that public housing agencies implement a policy prohibiting lit tobacco products in all living units, indoor common areas, and administrative office buildings. The smoke-free policy must also extend to all outdoor

areas up to 25 feet from the housing or administrative office buildings. The smoke-free policy is included in the Admissions and Continued Occupancy Policy (ACOP) as Appendix V. The Smoke-Free Policy is also incorporated as part of the Public Housing Dwelling Lease between the "Landlord" (the County) and the "Resident", as a Lease Addendum, by completing and signing the box provided below.

**Exemption:** This policy shall not apply to any mixed-finance developments and privately-owned housing subsidized through the Section 8 Housing Choice Voucher Programs and Section 8 Moderate Rehabilitation Program.

### III. PURPOSE OF SMOKE-FREE POLICY

The above parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) increased maintenance, cleaning and redecorating costs from smoking; (iii) increased risk of fire from smoking; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

#### A. Definitions

1. **Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, electronic cigarette, or other tobacco product or similar lighted products in any manner or in any form.
2. **Common Area:** Areas within the building interior that are open to the public, including but not limited to entryways, community patios or balconies, roof terraces, lobbies, hallways, elevators, management offices, public restrooms, community rooms, community kitchens, stairwells, playgrounds, parking garages and carports, and any other area of the building that is accessible to Resident(s), guests and employees.
3. **No Smoking Area:** The dwelling unit occupied by Resident(s) and members of Resident's household, any interior common area, including but not limited to community rooms, community bathrooms, daycare facility, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and areas outside the building that are within 25 feet from the building or common areas including entryways, porches, balconies and patios.
4. **Designated Smoking Area:** An area designated by the Landlord.

### IV. IMPLEMENTATION AND ENFORCEMENT OF SMOKE-FREE POLICY

#### 1. Resident's Responsibilities

- a) Resident(s) and members of the Resident's Household shall not smoke anywhere in No Smoking Areas, including in the unit rented by Resident(s), the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds or such building including the steps, patios or yards.
- b) Resident(s) shall inform Resident's guests of the Smoke-Free Policy and shall not permit any guests or visitors under the control of Resident to smoke in any zone designated as No Smoking Area.
- c) All smoking Resident(s) and guests are required to dispose of their smoking material in the appropriate collection receptacles provided by Landlord prior to entering any zone designated as No Smoking Area.
- d) Resident(s) shall promptly notify Landlord of any incident where smoke from tobacco, electronic cigarette, or similar products, is migrating into the Resident's unit from sources outside the Resident's unit.



2. Landlord's Responsibilities

- a) Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and maintain the No Smoking Area as smoke-free as is reasonably possible. Such reasonable steps include but are not limited to providing residents with orientation, warnings, housekeeping inspections, and appropriate notices of lease violations.
- b) Landlord shall post non-smoking signs at entrances and exits, in common areas, and in noticeable places adjoining the grounds of the No Smoking Area.
- c) Landlord shall provide collection receptacles at least 25 feet from entrances, exits, common areas and noticeable places adjoining the No Smoking Areas, for disposal of smoking material.
- d) Landlord shall designate specific smoking areas outside the No Smoking Areas, depending on the type of development and as permitted by availability of space.
- e) Landlord may refer Resident(s) violating the Smoke-Free Policy to the smoke cessation programs offered by the Florida Department of Health in Miami-Dade County's Tobacco Free Florida program. For more information, please contact the Florida Department of Health in Miami-Dade County's Office of Community Health and Planning at (305) 278-0442.
- f) Landlord may enforce this policy in phases within the next three (3) years, to ensure outreach and education of residents, and in accordance with the type of development (i.e., elderly, disabled developments).

3. Landlord Not a Guarantor of Smoke-Free Environment

- a) Landlord's adoption of smoke-free living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas.
- b) Landlord is not required to take steps in response to smoking unless Landlord is notified.

**V. PENALTIES FOR VIOLATION OF SMOKE-FREE POLICY**

1. Resident(s) acknowledges that up to two (2) Warnings will be issued by the Landlord for each reported or detected smoking incident, to be documented in the Resident's records.
2. After a second written Warning, Landlord will provide Resident(s) with a referral to the State of Florida Department of Health in Miami-Dade County's smoking cessation program and notify Resident(s), that a subsequent violation of the Smoke-Free Policy may result in assessment of fines, and ultimately in termination of housing assistance.
3. Resident acknowledges that there may be an assessment of a fine up to \$50.00 for each smoking incident reported to or detected by Landlord, upon verification.

**VI. DISCLAIMER BY LANDLORD**

1. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property.
2. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke.

3. Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises.

A breach of this Lease Addendum shall give each party the rights contained in the Lease. Continuing breach of the Lease Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the No Smoking Areas. Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other Landlord obligation under the Lease for those Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

IN WITNESS THEREOF, the parties have executed this Lease Addendum this  day of , in the year  at Miami-Dade County, Florida.

**RESIDENT**

**MIAMI-DADE COUNTY,  
a political subdivision of the State of Florida**

\_\_\_\_\_  
Resident (head of household)

\_\_\_\_\_  
Landlord/Authorized Representative

\_\_\_\_\_  
Spouse (if applicable)

\_\_\_\_\_  
Site Name

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Site address

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Family/Household Member (18 or older)

\_\_\_\_\_  
Family/Household Member (18 or older)



ATTACHMENT 4

**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY  
DEVELOPMENT**

**COMMUNITY POLICIES**

**BCC Adopted:  
Effective:**

**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
COMMUNITY POLICIES**

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**MIAMI-DADE COUNTY**  
**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
**COMMUNITY POLICIES**

Miami-Dade County's (the County) Public Housing and Community Development (PHCD) Community Policies are developed for the purpose of affordable housing programs.

In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of their unit in a peaceful, quiet and community-oriented environment. Rules and regulations are not meant to infringe on the rights of any one resident, but rather to protect the rights of all the residents and the community as a whole. Residents who do not comply with the rules and regulations of this Community Policies document which are incorporated by reference in the Conventional Public Housing Dwelling Lease will be notified in writing of the noncompliance or violation(s). Noncompliance with, or violation(s) of the rules and regulations by a resident will be grounds for the termination of the lease agreement as allowed by law.

The County reserves the right to amend or supplement the Rules and Regulations contained herein upon service of reasonable notice to the residents.

All City, County, State and Federal Laws apply to each resident and their guest.

**I. MOVE-IN/MOVE-OUT**

Moving into or moving out of the housing unit must be accomplished between the hours of 8:00 A.M. and 5:00 P.M. to minimize disturbance of residents. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process.

**II. RESIDENT ORIENTATION**

It is important that residents clearly understand the County rules and regulations thus the following residents are required to attend Resident Orientation Training within the first 45 days of residency:

- A. All new residents
- B. Transfer residents
- C. Current residents who exhibit housekeeping difficulties as determined by unit inspections.
- D. Refusal to participate in or unsuccessful completion of the training program will result in a fine and/or lease termination.

**III. PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES**

THE PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

## PET OWNERSHIP POLICY

- A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the AMP administrator or designee before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register their pet according to all requirements of the Policy before bringing the pet onto the premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. The County will not register an animal that is not a common household pet. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles. The list of animals not allowed as pets also includes (but is not limited to) raccoons, snakes, monkeys and pigeons. Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, Department employees and/or any other persons on or about the premises are prohibited.
- D. All owners of a dog or cat shall pay an additional \$100 pet deposit to cover possible damages that the pet might cause in the development. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when they vacate the unit. The County may offer residents a payment plan for the pet deposit of \$50.00 up front and \$50 payable the following month.
- E. Pet ownership may be revoked at any time subject to the County grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
1. The number of four legged, warm-blooded pets is limited to one such pet in each dwelling unit.
  2. The weight of any pet is not to exceed 20 pounds at the age of maturity.
  3. The designated area for walking pets and waste elimination will be determined at each site individually.
  4. Every resident owning a pet must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.
  5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration.
  6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.



7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls are not permitted as pets unless in compliance with Miami-Dade County ordinance).
  8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
  9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment.
  10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
  11. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
  12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
  13. If pets are left unattended for 24 hours or more, the County may enter to remove the pet and transfer it to the proper authorities. The County accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
  14. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.
- F. All residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:
1. Being required to get rid of the pet within seven (7) days of the notice by the County, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be immediately removed by the resident or proper local authorities.
  2. Eviction.

#### ASSISTANCE ANIMAL POLICY

- A. **ASSISTANCE ANIMALS ARE NOT CONSIDERED PETS.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals. An assistance animal may be disallowed to an owner for failure to comply with the assistance animal policy.
- B. **A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the AMP administrator or designee before keeping any assistance animal on or about the premises. Written permission shall not be unreasonably denied. The assistance animal owner must register their assistance

animal according to all requirements of the Policy before bringing the assistance animal onto the project premises. Assistance animal owners must comply with all terms of the Lease Agreement and the Policy.

- C. Owners of assistance animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistance animal owner from liability for any damages caused to the premises by such assistance animal.
- D. Any assistance animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
- E. The County will only allow a resident's or prospective resident's assistance animal to reside in the resident's unit if:
  - 1. A qualified health professional certifies in writing that the resident or a member of their family is a person with a disability;
  - 2. a qualified, health care professional certifies in writing that the animal is needed to assist with the disability;
  - 3. the requested animal actually assists the person with a disability;
  - 4. the resident or prospective resident delivers true and accurate copies of the certifications referred to in Sections E(1) and E(2) to the AMP administrator or designee; and
  - 5. the AMP administrator or designee provides written approval to the resident or prospective resident indicating that the requested animal is acceptable as an assistance animal according to the rules set forth in this section.
- F. Assistance animal ownership may be revoked at any time subject to the County grievance procedure, if the assistance animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
  - 1. The assistance animal owner must use the designated area for walking assistance animals and waste elimination that is determined at each site individually.
  - 2. Every resident owning an assistance animal must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
  - 3. No assistance animal may be kept in violation of state humane or health laws, or local ordinances. Pit bulls are not permitted as assistance animals unless in compliance with Miami-Dade County Ordinance.
  - 4. Dogs and cats that are assistance animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
  - 5. Residents are responsible for cleaning up after their assistance animals. All assistance animals must be fed on the resident's property or in the apartment.
  - 6. Owners of assistance animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
  - 7. Owners of assistance animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their



premises in a safe and peaceful manner. The assistance animals must not be a nuisance or threat to the safety of other residents, visitors, County employees and/or any other persons on or about the premises are prohibited.

8. Assistance animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
  9. If an assistance animal is left unattended for 24 hours or more, the County may enter to remove the animal and transfer it to the proper authorities. The County accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistance animals in the event of illness or other absence from the unit.
- G. The County will consider a waiver to any of the provisions of the Assistance Animals section of this Policy regarding assistance animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistance animal where such animal is necessary to a resident as a reasonable accommodation.
- H. All residents who own assistance animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistance animal. Residents who violate these rules are subject to:
1. Being required to get rid of the assistance animal within seven (7) days of the notice by the County, unless the assistance animal creates an immediate threat to health and safety of the general public, in which case the assistance animal must be immediately removed by the resident or proper local authorities.
  2. Eviction.

#### IV. VEHICLES

All motorized vehicles parked on the development community property must comply with the following community rules:

- A. All resident's motorized vehicle(s) parked at the development community must be registered with the site management office staff. Vehicle registration must reflect as owner or co-owner the name of one or more household members listed in Article III of the Lease. Vehicles not registered with management may be towed at the owner's expense in accordance with Florida State Law. No vehicle may be registered using the dwelling unit as the address for the vehicle registration with the State of Florida by any person not listed in Article III of the Lease.
- B. Any vehicle(s) within the boundaries of the property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s) mechanical problem(s), (i.e. motor will not start, drive train problem, no brakes), or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, no current emission approval, or no current license tags.
- C. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed, the vehicle(s) will be towed at the owner's expense.

- D. All vehicles are to be maintained with legal license plates, vehicle registration, and insurance as is required by Florida State Law.
- E. **Washing vehicle(s) with water provided by the development community is strictly prohibited.** Violation of this rule will result in a \$50.00 charge to be assessed against the resident for each violation of this rule. The charge must be paid in full within two (2) weeks of written notice of this charge. Residents will be charged \$75.00 for allowing any violation of this rule by any guest.
- F. **The repair of vehicles on the development community property is strictly prohibited.** Any vehicle deemed under repair and inoperable by management will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- G. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the development unit until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the Lease will reimburse the development community for all costs within two (2) weeks of receipt of written notice of all charges.
- H. All motorcycles, mini-bikes, and any other type of recreational vehicle are strictly prohibited from operation within the physical boundaries of the development. All motorcycles, mini-bikes, or any other type of recreational vehicle must be approved, in writing, by management prior to the vehicle being brought onto and/or stored within the development boundaries.
- I. Vehicles are to be parked in designated parking areas only. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area, indicated by diagonal stripes or yellow or red painted curbs, will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.
- J. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property unit until written proof of repairs to correct the problem(s) has been approved by the AMP administrator or designee.
- K. Due to the restricted number of parking spaces, parking in front of the development buildings is for residents only. Guests must park their vehicles in parking spaces away from the buildings or on the street near the curb. It is the resident's responsibility to inform guests where to park. **There are no assigned parking spaces, only on "first-come first-served" basis unless required by a disabled person as a form of a reasonable accommodation.**



- L. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s). See also section XV, item (A).
- M. The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the development except for the temporary delivery of goods or services to the property and/or residents.
- N. The driving, parking, and/or operation of any type of vehicles on the lawns are strictly prohibited. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.
- O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, motorcycles, 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.
- P. **Notice is considered properly served when posted on an obvious location on the vehicle, such as the front, back, or side window of the vehicle**
- Q. Towing service is provided to this development community by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

**V. SPEED LIMITS**

- A. For the protection of all residents and their children, the speed limit within the development is **10 M.P.H.** All residents and/or his/her guests are required to comply with this speed limit and to operate motorized vehicles with caution within the development. Violation may result in lease termination.

**VI. KEY(S) AND LOCK(S)**

- A. Keys are issued to all residents at the time of move-in. **Any alteration, addition, and/or replacement of a lock(s) are strictly prohibited.** Locks installed by the resident will be removed by management and the resident charged for the expense.
- B. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, there will be a fee per lock as shown in Exhibit 1. This Lock Fee will be charged to the resident(s) in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend or relative; 2) failure of resident to notify management of required lock repairs; 3) Other. Payment of the Lock Fee is due within two (2) weeks of receipt of written notice for the charge(s).

- C. When a resident requests a lock change to ensure their level of personal comfort, a Lock Change Fee is payable per Exhibit 1 for each lock changed. Exceptions may be considered for victims of domestic violence, dating violence, sexual assault, sexual battery and stalking.
- D. Keys will be issued for household members only. Two (2) entry keys are provided per household at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mail box, and storage facility. Additional keys may be purchased for a fee per Exhibit 1. The number of keys of each kind is not to exceed the number of persons in the household. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of the AMP administrator or designee. In such cases, the resident will provide a written request to management relieving management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.
- E. The resident(s) on the Lease are responsible for the control of and return of all keys issued during their term of possession of the apartment. Failure to return all keys issued will result in a charge, as shown in Exhibit 1, for each lock change as a result of the missing key(s).

## VII. LOCKOUTS

- A. Resident(s) on the Lease are responsible to provide access to their unit to members of the household listed in the Lease. Repeated requests for access to the unit by household members will not be granted by management.
- B. **AFTER HOUR LOCKOUTS WILL BE CHARGED.** There will be a Lockout Fee for any lockout occurring between the "closed" office hour which is 5:00 p.m. and 8:00 a.m. Monday through Friday. On weekends and holidays, the Lockout Fee is also applicable for any lockout occurring between the hours of 5:00 p.m. and the opening of the office the next business day. This Lockout Fee is due within two (2) weeks of written notice of the charge(s). See Exhibit 1 for fee amount.

## VIII. CHILDREN

- A. All residents/parents/legal guardian(s) are responsible for the conduct of their children and the children of their guest/visitors. Residents/parents/legal guardian(s) are to execute proper supervision of their children at all times. Young children must be attended by a parent or adult guardian when playing outside. Failure of residents/parents/legal guardian(s) to exercise control of children whose activities result in a violation of the Lease Agreement or the Community Rules and Regulations will be considered in noncompliance with and violation of the Lease Agreement.
- B. Children's toys, personal items and other play things should not be left on the sidewalks, near stairways, or in common entries or hallways. For their own safety, children are not allowed to play or ride bicycles in the parking lots, streets, driveways, laundries, and/or stairways.



- C. Children's toys, personal items and other play things should not be left unattended or abandoned on the grounds. To other residents this is unsightly and detracts from their development community appearance. The unattended or abandoned toys, personal items and other play things present a potential safety hazard. Therefore, any abandoned or unattended toys, personal items or play things in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.
- D. No personal item(s) belonging to household members is permitted to be left unattended or abandoned in the common areas. These items present a potential safety hazard and delay the lawn maintenance service. Therefore, any abandoned or unattended personal item(s) in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

#### **IX. CHILD CARE (BABYSITTING)**

- A. Child care, for a fee or no fee, within the community boundaries is prohibited unless authorized by a duly formed home-based business under Section XXIX of these Community Policies. The AMP administrator or designee must be consulted and written permission obtained for residents wishing to care for (baby-sit) any children not of the immediate family for a temporary period of time. The care of children not of the immediate family for a term of more than five (5) days is not allowed.
- B. A baby-sitter for children of the immediate family is allowed provided all adults in the household are employed. The resident(s) of the Lease are responsible for the actions of the baby-sitter. The AMP administrator or designee must be consulted and written permission obtained for residents to employ a baby-sitter for children of the immediate family. The baby-sitter must comply with all terms of the Lease and the Community Rules and other regulations which apply to this development community.

#### **X. COMMUNITY APPEARANCE**

- A. All window coverings must have a white backing and be attractive in the surroundings. Sheets, blankets, aluminum foil or other unauthorized items are not acceptable for window coverings.
- B. No personal, seasonal, or special use or other unsightly items may be stored or displayed on balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony.
- C. Patio furniture must be approved exterior furniture and must be maintained in an acceptable condition. The exterior storage of any other type of furniture is prohibited.
- D. Sidewalks, entrances, passages stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the unit.
- E. The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys and other personal property.

- F. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the building or community property without the express written consent of the AMP administrator or designee.
- G. Street and building numbering may not be altered by the resident.
- H. No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas. All requests for cable television installations must be directed to the AMP administrator or designee.
- I. Trees, shrubbery and lawn turf are a vital part of the community. Residents are financially responsible for any damage, destruction or mutilation to any part of the common areas caused by their household members, visitors or guests.
- J. All items placed in the assigned storage area will be stacked and stored as neatly as possible. Storage and/or placing any personal belonging(s) in the entry aisle of the storage room are prohibited. This is a fire and safety hazard. Any and all items left in the entry aisle will be disposed of as deemed necessary by management without prior notice.

## **XI. HOUSEKEEPING STANDARDS**

- A. In keeping with the Federal Regulations governing the public housing program, the AMP administrator or designee will inspect each unit at least annually in accordance with the Department's inspection schedule to determine compliance with the following standards of housekeeping. The AMP administrator or designee will notify the Resident in writing if they fail to comply with the standards as listed below. Failure of a second inspection within a month of the annual inspection which results in a threat to health or safety of the resident or other residents is a violation of the lease terms and may result in additional charges and/or eviction.

### **B. GENERAL AREA STANDARDS**

1. Walls, floors and ceilings should be clean and free of dirt, grease, holes, cobwebs, fingerprints and any other hazards.
2. Windows must be clean and operable. Stickers, decals, tinting and signs are prohibited. Windows must not be blocked by any objects which may hinder their use as a means of escape during an emergency. Window coverings are required. Shades or blinds should be intact.
3. Woodwork should be clean, free of dust, gouges and scratches.
4. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks work.
5. Heating units should be dusted and access uncluttered.
6. Smoke detectors should be operable and not covered. Any malfunctions shall be reported immediately to the Landlord. Resident shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the dwelling unit or development.
7. Fire extinguishers should be kept within easy reach in the event of an emergency or in the installed brackets where provided.



8. Trash should be disposed of properly and not left in the unit.
9. The entire unit should be free of rodent or insect infestation. The evidence of the presence of any pests must be reported to the Landlord. Failure to cooperate may result in adverse lease violation action, including eviction.

#### C. KITCHEN AREA STANDARDS

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean and drawers operational. The freezer should not be overly packed where freezing is hampered. All doors should be closed and handles in place. **Do not use acid-based cleaners** as they may cause the refrigerator to rust.
3. Cabinets should be clean and neat. Cabinet surface and countertop should be free of grease and spoiled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans are not to be stored under the sink.
4. Exhaust fan should be free of grease and dust and remain uncovered.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a closed container until removed to the disposal area.

#### D. BATHROOM AREA STANDARDS

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of excessive mildew. Where applicable, shower curtains should be in place, and of adequate length.
3. Sink and medicine cabinet should be clean.
4. Exhaust fans should be free of dust and remain uncovered.

#### E. STORAGE AREA STANDARDS

1. Linen closets should be neat and clean.
2. Other closets should be neat and clean. No flammable materials should be stored in the unit.
3. All storage areas should be clean, neat and free of hazards.

### XII. WASTE REMOVAL - WASTE CONTAINERS/ENCLOSURES

Waste containers are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided.

- A. No trash or garbage accumulation is allowed in the unit. No discarded trash, garbage and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas or anywhere on the community property but must be placed in trash containers provided by the development community.
- B. All trash and garbage must be placed in a plastic bag, sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the

waste container(s). Residents are responsible for the proper disposal of their trash/garbage. Failure to place all trash/garbage in the dumpster may result in a \$40.00 Littering Fee for a first offense and \$40.00 Littering Fee for each subsequent violation. (See Item XIII, Littering). Repeated violations could result in the termination of the Lease Agreement.

- C. The dumpster lids or doors must be kept closed at all times to discourage entry by birds, animals and children.
- D. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the waste container(s), and/or any common areas or within the property boundaries is strictly prohibited.
- E. It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household item(s) or personal property. The total cost to management for the removal of the unwanted household item(s) or personal property will be charged to the resident. Payment from the resident is due within two (2) weeks of receipt of written notice of the charges.
- F. The improper disposal of trash, garbage and/or other disposable household or personal item(s) may result in littering penalties as listed under "Littering".
- G. The placing or dumping of any highly flammable material in the waste container(s) which will or may cause fire in the dumpster is strictly prohibited.

### **XIII. LITTERING**

Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods of disposal of said items.

- A. Disposal of cigarette butts and/or other smoking material(s) on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- B. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- C. The first offense of Littering will result in written notification from management in regards to the incident.
- D. The second offense of Littering will result in written notification from management in regards to the incident and a minimum \$40.00 fee, or actual cost, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice of the charges.
- E. Any and all subsequent offenses after the second will result in a written notification from management in regards to the incident and a \$40.00 fee, or actual cost, per incident, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice for the charges.



- F. Repeated littering offenses may result in the termination of the Lease Agreement for noncompliance of the terms of the Lease Agreement, Community Rules and Regulations, and/or Community Policies.
- G. Grease, paint, acids and other problem materials may not be disposed of through the drain(s) and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.
- H. Foreign objects are not allowed in a sink drain, disposal, water closet or tank, and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

#### **XIV. CONDUCT**

- A. Residents and their guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the development community. No act of a resident and/or guest which threatens, intimidates or is deemed harassment of others, is physically violent, and does/does not cause injury to another, or is unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and Regulations and the Lease Agreement.
- B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of the development community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.
- C. Social and friendly gatherings of residents and their guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or management. The gathering is considered in violation of the terms of the Lease Agreement, development Community Policies, and Community Rules and Regulations when other residents' rights to quiet and peaceful enjoyment of their unit are violated. This rule applies to gatherings inside a unit or outside in common areas.
- D. The public consumption of alcoholic beverages is strictly prohibited within the physical boundaries of the property, but is allowed within the privacy of the resident's unit. The use of illegal drugs or other controlled substances is prohibited on or off the premises.
- E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the development community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the proper authorities.
- F. The residents on the Lease are responsible for the actions and conduct of their household members, guest(s) and visitor(s), while in the apartment and/or on the development community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

- G. The volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of their unit.
- H. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a "quiet time". Every effort by each household should be directed towards minimizing any noisy, disturbing, offensive or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of their unit during all hours of the day.
- I. IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT(S) INVOLVED IN OR RESPONSIBLE FOR THE DISTURBANCE OR VIOLATION MAY RECEIVE A 30-DAY WRITTEN NOTICE OF LEASE TERMINATION.
- J. POLICE RESPONSES TO SERIOUS DISTURBANCES, SERIOUS LEASE VIOLATIONS OR REPEATED POLICE RESPONSES WILL RESULT IN THE TERMINATION OF THE LEASE AGREEMENT AS ALLOWED BY THE TERMS OF THE LEASE AGREEMENT AND LOCAL, STATE AND FEDERAL LAW. THIS CLAUSE MAY NOT APPLY IN CASES OF DOMESTIC VIOLENCE.

Note: Paragraph I and J are subject to the provisions under the Violence Against Women Act (VAWA) that offers protection to the victims of domestic violence against termination of the lease in accordance with PHCD Policy.

## **XV. SAFETY**

- A. The County strives to ensure the safety of its premises and residents by installing gates, fences, locks, or security cameras, as applicable. However, The County makes no representation or guarantee that its premises are safe from the threat of theft, injury or damage to Residents or Resident's property.
- B. Use of portable cooking grills of any type is not permitted on the balcony or patios. The AMP administrator or designee must be consulted to obtain written permission to use any type of portable grill on the premises. Portable grills fired by propane gas are strictly prohibited on the patio and balcony areas and are not allowed adjacent to the buildings whether in use or for storage.
- C. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior is strictly prohibited.
- D. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
- E. Disconnecting the smoke/fire alarm(s) is prohibited. This is a violation of the fire code. It is the resident's responsibility to notify management if the smoke/fire alarms(s) become faulty.
- F. Storage of any flammable fluid upon or within the development community property is expressly prohibited.



- G. Window sills should be kept free of personal property. Personal air conditioning units shall not be installed in the unit's egress window (a window that is intended as an emergency exit).

## **XVI. UTILITIES**

- A. The resident's total monthly rental payment shall be reduced according to the utility allowance schedule submitted by the County to the United States Department of Housing and Urban Development.
- B. Where the utility allowance exceeds the total tenant payment of the family, the County will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the County or any other housing authority, the County may use any utility reimbursement amount owed to the family as payment.
- C. The resident will maintain all utility accounts for which they are responsible for payment for the entire time of possession of their unit. Failure of the resident(s) to maintain the utility accounts for which they are responsible is a violation of the Lease Agreement and is grounds for termination of the Lease Agreement.
- D. Illegally restoring or connecting utilities to their dwelling unit or common areas by any resident is strictly prohibited. Any such instance is grounds for termination of the Lease Agreement.
- E. For dwelling units which contain master utility meters, utility service will be furnished by the County. At such developments where utilities are provided by the County, a charge will be assessed for excess utility consumption due to the operation of major appliances supplied by the Resident.
- F. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.).

## **XVII. APPLIANCES**

- A. Each resident is responsible for the care and use of each appliance and fixture in their unit provided by the development community. A resident may be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due within two (2) weeks of receipt of written notice for the cost of the repair(s) and part(s). Residents are responsible to report any operational problems or defective appliance or fixture. See also Section XXV (D) (13) for appliances which require management approval to be installed.

## **XVIII. COMMON AREAS AND GROUNDS**

- A. Laundry facilities are available for resident's use only. The laundry machines are maintained by a commercial laundry company. The commercial laundry company is responsible for the operation and repair of the laundry machines. The name,

address, and telephone number of the commercial laundry company is posted in the laundry room.

- B. Please follow the rules posted for operating the machines.
- C. Use of the laundry facilities is at your own risk. **Management is not responsible for:**
  - 1. Any loss or damage caused by the operation of the machines.
  - 2. Missing, stolen clothing or personal belongings.
  - 3. Lost money due to a faulty machine. Please notify the laundry company at the posted telephone number to report a faulty machine or lost money.
- D. Never leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when operation is completed.
- E. Do not dye fabrics, clothing, or belongings in the machines.
- F. Children are not allowed to play in the laundry facilities.
- G. All children in the laundry facilities will be accompanied and supervised properly by an adult resident.
- H. Do not prop the doors open to the laundry rooms. Poor weather conditions could cause damage and/or malfunctioning of the machines, plumbing, and/or facility.
- I. All trash, lint, and/or boxes will be properly disposed of in the waste receptacles provided in the laundry facilities.
- J. Insure the laundry facility doors are locked whenever leaving the laundry facility.
- K. **NO TYPE OF LAUNDRY EQUIPMENT IS ALLOWED IN OR TO BE OPERATED IN THE UNITS WITHOUT THE EXPRESS WRITTEN CONSENT OF MANAGEMENT.**

#### **XIX. FIRE ARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS**

- A. Residents, members of resident's household and guest are prohibited from displaying, using or possessing any illegal fire arm (operable or inoperable) or other illegal weapons as defined by laws and courts of the State of Florida anywhere on the County developments. This includes, but is not limited to:
  - 1. Shotguns, pistols, rifles, etc.
  - 2. Ammunition of any type.
  - 3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.
  - 4. Archery equipment (bows, arrows, targets, etc.).
  - 5. Any and all types of sling shots or any device that could shoot a deadly projectile.
  - 6. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another. Any and all types of explosives, fireworks, explosive chemical(s).



7. Any and all types of explosives, fireworks, explosive chemical(s).
8. Any other type of instrument, object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate or harm another.

**XX. MISCELLANEOUS**

- A. No additional equipment, refrigeration unit, freezing unit, air conditioning or heating unit may be installed, operated, or used in any way without the express written consent of the AMP administrator or designee.
- B. No provided equipment and/or appliances may be moved or removed from the unit or building. All provided equipment and appliances must be permanently retained in the original location.
- C. No use of any other illumination or florescent device other than the electric lighting provided is allowed.
- D. Distribution of any type of materials (including but not limited to leaflets, fliers, gifts, surveys, brochures, posters, coupons, etc.), or solicitation of any type of goods and/or services to the County residents door to door is strictly prohibited. Furthermore, the passing of petitions, distribution of written information, and picketing are not allowed. Commercial solicitation, including but not limited to promotion or sale of products, merchandise or services for the benefit or profit of employees, is prohibited unless written consent is obtained from the County's PHCD Director. Soliciting or interfering with residents is prohibited and violators will be required to leave. Notwithstanding the foregoing prohibition against solicitations, this policy does not apply to recognized organizations including political and religious organizations canvassing conducted by political candidates for public office, their workers or representatives from political parties, solicitation of donations by mail, either the solicitation of money or canvassing, as otherwise defined herein, from personal acquaintances of the person engaging in the activity, persons who solicit for or on behalf of religious organizations, or in pursuit of religious beliefs and activities. Door to door solicitation is not permitted within the development community. Residents should notify management whenever solicitors appear at their door.
- E. Flotation bedding systems, such as waterbeds, are permitted, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. The insurance policy shall also carry a loss payable clause to the owner of the building.
- F. The resident(s) on the Lease agree and consent to third party deliveries to the management office. The resident(s) on the Lease agree to hold the management staff harmless for any damage to, loss of value to, the receipt of, or the loss of any item delivered by a third party, agency, or company.
- G. No changes to the unit are allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors

ceilings or floors, and the temporary or permanent changing of the physical layout of the unit.

- H. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of the County and will be charged a fine according to the **Schedule of Fines** under **Exhibit 1** attached.

## **XXI. CLEANING AND DAMAGE CHARGES**

- A. Payment for charges incurred by residents due to damages to the premises beyond normal wear and tear must be paid in full within two (2) weeks of receipt of written notice for the charges. The **Schedule of Maintenance Charges** is shown on **Exhibit 1** of these Community Policies.

## **XXII. MANAGEMENT OFFICE**

- A. The office business hours are listed below:  
Monday - Friday 8:00 A.M. to 5:00 P.M.

## **XXIII. VISITOR POLICY**

- A. Residents are permitted to have a guest(s) visit their residence. However, if the resident allows a guest to make reoccurring visits or one continuous visit in excess of 14 days and nights in any 12-month period without the written consent of management, the resident will be notified in writing that the visits are in violation of the Lease Agreement.
- B. Resident's guest(s) are subject to the terms of the Lease Agreement and Community Policies. The resident is accountable for the guest(s) action(s) while the guest(s) is on the development community property.

## **XXIV. RESIDENT GRIEVANCE AND APPEAL PROCEDURE**

### **A. GRIEVANCE POLICY AND COUNTY DWELLING LEASE**

All residents of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Dwelling Lease executed between the resident and the County. This policy encompasses all other instituted regulations which affect the resident's rights, welfare, or status, including victims of domestic violence under VAWA. The resident Grievance Policy is, by specific reference, made a part of the County Dwelling Lease.

### **B. EXCLUSIONS**

Excluded from the Resident Grievance Policy are items that meet the following criteria:

1. Drug-related and/or Criminal activity



Excluded from the provisions of this policy are any and all such grievances concerning any termination of residency or eviction that involves the following:

- a) Any criminal activity (including non-violent) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, their visitors or employees of the County, or
- b) Any violent or drug-related criminal activity on or near the County owned, managed, or controlled housing, office, warehouse or other property.
- c) Any criminal activity that resulted in felony conviction of a household member.

The above activities shall result in the immediate institution of eviction procedures by the County. Before eviction from the dwelling unit, State law requires the tenant to be given proper notice and the opportunity for a hearing in court.

2. Non-Public Housing Lease, Rental or Purchase Agreements

This policy does not apply to the following lease, rental or purchase agreements:

- a) The Section 23 and Section 10 Housing Assistance Payments Program,
- b) The Section 8 Housing Assistance Payments Programs,
- c) The Low-Rent Housing Ownership Opportunities Program (Turnkey II).

3. Disputes Between Tenants Not Involving the County.

The County Resident Policy shall not be applicable to disputes between residents not involving the County.

4. Class Grievances.

The County Resident Policy shall not be applicable to class grievances.

5. Negotiating Policy Changes.

The policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the County. Only interpretations of policy may be grieved, not the policy itself.

6. Enterprise Income Verification (EIV) Discrepancies.

Discrepancies in wages shown in data provided by the Enterprise Income Verification (EIV) system must be clarified through third party verifications to employers. For EIV versus Social Security Administration (SSA) benefit discrepancies, the County should request the resident to obtain a current, original SSA benefit letter within ten (10) business days of the interview day.

### C. REQUIREMENTS

This Resident Grievance Policy is based on the requirements, standards, and criteria set forth by U.S. Department of Housing and Urban Development, in the Code of Federal Regulations, Volume 24, Part 966-Lease and Grievance Procedures, with such modifications required by State and Local law. The policy shall be incorporated into and made a part of all the County Dwelling Leases for public housing governed by Part 966.

### D. DEFINITIONS

For the purpose of this policy, the following definitions shall apply:

1. Grievance or Complaint

Shall mean any dispute which a resident may have with respect to a County action or failure to act in keeping with the provisions of the Dwelling Lease or other County regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

2. Complainant

Shall mean any resident whose grievance is presented to the County AMP administrator or designee of the development in which they reside.

3. AMP administrator

Shall mean the representative of the County who is responsible for the day-to-day operation and management of a public housing development. These responsibilities shall include, but are not limited to: lease enforcement, and property maintenance.

4. Development

Shall mean a Miami-Dade County public housing facility which is under the management of the County.

5. Resident

Shall mean the adult person or persons other than a live-in aide who resides in the unit and who has an executed Lease with the County as the lessee of the dwelling unit. If no such person now resides in the unit, this shall refer to the remaining head of household of the original lease who continues to reside in the unit.

6. Elements of Due Process

Shall mean an eviction action or termination of tenancy in the State or Local court in which the following procedural safeguards are present by state:



- a) Adequate notice to the resident of the grounds for terminating tenancy and for eviction;
- b) Opportunity for the resident to examine all relevant documents, records, and regulations of the County prior to the trial or grievance hearing for the purpose of preparing a defense;
- c) Right of the resident to be represented by legal counsel;
- d) Opportunity to have their case heard before an impartial Hearing Officer or panel.
- e) Opportunity for the resident to refute the evidence presented by the County, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- f) The right to a written determination based on evidence presented at hearing

**7. Hearing**

Shall mean an informal proceeding at which a grievance or complaint related to any the County adverse action or decision is presented to a Hearing Officer or Panel.

**8. Hearing Panel**

Shall mean a panel of three (3) persons who shall be appointed by the Director in accordance with Section E: HEARING PANEL.

**9. Hearing Officer**

Shall mean each individual appointed by the Director, in accordance with the provisions of Section E: HEARING PANEL to serve on the Hearing Panel as the Chairperson and render decisions on matters brought before it.

**E. HEARING PANEL**

**1. Number**

There shall be three (3) representatives in the Hearing Panel.

**2. Composition**

Each Hearing Panel shall be composed of three (3) persons, all of whom shall be appointed as follows:

- a) One (1) member shall be a County employee appointed by the PHCD Director or designee; however, they cannot be the AMP administrator or a member of their staff at the development at which the resident submitting the grievance resides. Representatives from mixed finance developments (see Chapter I) may attend applicant's informal reviews to provide guidance on

Low Income Housing Tax Credit (LIHTC) regulations and to explain reasons for denial of assistance.

- b) Two (2) members shall be resident representatives:
  - i) One (1) representative shall be from the Overall Tenant Advisory Council (OTAC).
  - ii) One (1) representative shall be nominated by the Resident Council representative of the development in which the complainant resides. If the development does not have a recognized Resident Council, then OTAC will appoint a resident or OTAC member from the respective region.

If OTAC or the development's Resident Council fail to nominate their respective representative, or in the event that the OTAC representative or the resident representative who lives at the development does not show up to the informal hearing, the complainant may sign the "*Waiver of Panel Member for Public Housing Informal Hearing*" form in order to conduct the hearing.

### 3. Location of Grievance Hearings

Grievance hearings may be held at the County's PHCD main office or the development in which the complainant resides, unless otherwise relocated for good cause.

### 4. Frequency of Hearings

The Hearing Panel shall be required to schedule a hearing for the next available date within 30 days of receipt of a request for a formal grievance hearing.

## F. PROCEDURES FOR OBTAINING A FORMAL GRIEVANCE HEARING

### 1. Requesting a Formal Hearing

To request a formal hearing before the HEARING PANEL, the resident shall submit a written Request for a Formal Hearing to their AMP administrator or designee within five (5) business days of receiving a notice of proposed adverse action. The written request must specify:

- a) The reason(s) for the grievance or content of PHCD's proposed action; and
- b) The action or relief sought.

### 2. Scheduling a Hearing

Upon compliance by a resident with provisions of this policy, a formal hearing shall be scheduled for the next available date within 30 days from receipt of the request. By written notification from the Chief Hearing Officer, the location, time, date and procedures governing the Hearing will be made available to all parties to the complaint.



The process described in PHCD's Reasonable Accommodation Policy and Procedures (Appendix IV of the ACOP) shall be applied to those cases in which residents have been denied reasonable accommodation requests. Further, this document describes the process that must be followed if the hearing panel becomes aware that the reason for the termination of assistance or other adverse action occurred because of the resident's disability.

3. Disputes Regarding Rent

In the event of a dispute regarding rent amount, before the hearing is scheduled the resident shall pay an escrow deposit in the same amount of rent due and payable as of the first day of the preceding the month in which the act or failure to act took place. The complainant should thereafter deposit the same amount monthly in the escrow account until the complaint is resolved by decision of the hearing officer or hearing panel.

- a) The escrow deposit requirement may be waived by PHCD in extenuating circumstances, and where required by financial hardship exemption from minimum rent, or welfare benefits reduction in calculation of family income, for the portion of the rent attributable to the imputed welfare income.
- b) Unless waived, the failure to make such payments shall result in a termination of the rights to grievance procedure and all sums will immediately become due and payable under the lease.

4. Hearings by Telephone

A hearing may be held via telephone conference, if requested no less than three (3) business days prior to the hearing, in situations where a health condition or mobility prevents any of the parties from attending the hearing in person. A hearing via telephone conference for any other reason shall be at the discretion of the hearing officer. Hearings held by telephone conferences are not allowed simply for the convenience of any of the parties.

5. Informal Settlement

The notice of termination to the resident shall state the reasons for termination; shall inform the resident of their right to make such reply, settlement, and/or request for a hearing. If a grievance is presented by the family, orally or in writing, to the main office or AMP administrator's office, the grievance may be discussed informally and settled without a hearing.

**G. PROCEDURES FOR THE CONDUCT OF HEARINGS**

1. Venue

The grievance shall be held before the Hearing Officer or Panel.

2. Due Process

- a) The parties may be represented by legal counsel or another person chosen as a representative.
- b) The opportunity will be provided to the resident to examine before the hearing and, at the resident's expense, to copy all documents, records, and regulations of the County that are relevant to the hearing, unless otherwise prohibited by law and in the event of hardship. In the event PHCD does not comply with a request to provide the resident with a copy of their file prior to the hearing, PHCD is prohibited from relying on the contents of the file at the hearing as set forth in the federal regulations. Therefore, any document not so made available after a request by the resident may not be relied on by the County at the hearing;
- c) The resident or their representative has the right to present evidence and arguments in support of their complaint, to controvert evidence relied on by the County or the AMP administrator, and to confront and cross-examine all witnesses on whose testimony or information the County or the AMP administrator relies.
- d) Persons with disabilities have the right to be provided reasonable accommodations for participating in the hearing;
- e) The resident has the right to a swift decision, rendered, and based only on the evidence presented at the Grievance Hearing.

3. Action of the Hearing Officer or Panel

The Hearing Officer or Panel may render a decision without proceeding with the hearing if it is determined by the Panel that the issue has been previously decided in another proceeding.

4. Failure to appear

If the resident should fail to appear for a scheduled grievance hearing, except for verifiable good cause, they shall be in automatic default and the decision rendered by the Hearing Officer or Panel in their absence shall be final.

In the event that the Resident Council Representative or the resident representative who lives at the development fails to appear, the resident may sign the "*Waiver of Panel Member for Public Housing Informal Hearing*" form in order to conduct the hearing.

The complainant and PHCD shall be notified of the determination by the Hearing Officer or Panel. A determination that the complainant has waived their rights to a hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of the complaint in an appropriate judicial proceeding.



5. Showing of Entitlement

At the Grievance Hearing the complainant must first make a showing of an entitlement to the relief sought. Thereafter, the County has the burden of justifying the County action or failure to act, against which the complaint directed.

6. Conduct of Hearings

The Grievance Hearing shall be conducted informally by the Hearing Officer or Panel 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 proceedings.

The Hearing Officer or Chairperson of the Hearing Panel shall require the County, the complainant, OTAC, Resident Council representative, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Chairperson may result in exclusion from the proceedings, decisions adverse to the interest of the disorderly party, or denial of the relief sought, as appropriate.

7. Verification

The Hearing Officer or Hearing Panel must verify any document provided by the applicant or resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance

8. Transcript of Hearings

The complainant or the County 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.

**H. DECISION OF THE HEARING OFFICER OR PANEL**

1. Decision

The decision of the Hearing Officer or Panel shall be based solely and exclusively upon the facts and evidence presented at the hearing, mitigating circumstances, and upon applicable County and Federal regulations and requirements. Within 14 calendar days of the hearing, the Hearing Officer or Chairperson of the Panel shall prepare a written decision, which shall contain the reasons supporting such decision. A copy of the decision shall be sent to complainant. The County shall retain a copy of the decision in the resident's lease file or such other folder.

The decision of the Hearing Officer or Hearing Panel shall be final. In extenuating circumstances, upon the resident's written request for review, the PHCD Director may modify the decision of a Hearing Panel. The Hearing Panel's decision, however, shall not abridge any other rights the participants have under law.

The Hearing Panel must reach a majority decision. When members of the panel are not in agreement, the chairperson of the hearing panel must refer the case to the Executive Director or designee for the final decision, who may request additional information and/or interview with the resident, if deemed necessary.

## 2. Continuing Rights

A decision by the Hearing Officer or Panel in favor of the County, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, or affect in any manner whatever, their rights. Nor shall the decision affect in any manner whatever, any rights the complainant may have to a trial or other review in any judicial proceeding which may thereafter be brought in a matter.

## 3. Copies of Hearing Decision Letters

Copies of hearing decision letters in addition to any documents or testimony presented at the hearing are kept on file as per State of Florida retention schedules by the hearing officer or on site. The hearing officer or Hearing Panel must verify any document provided by the resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance.

## I. EVICTION ACTIONS

If a resident has requested a hearing in accordance with Section F: PROCEDURES FOR OBTAINING A HEARING, the eviction procedure is suspended until the Hearing Panel produces its written decision. If the Hearing Officer or Panel upholds the decision of the County to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against them which may require that they pay court costs and attorney fees.

## XXV. ALTERATIONS POLICY

### A. RESIDENT'S RESPONSIBILITY

Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

1. Obtains prior written approval from the manager for all alterations.
2. Ensures that all work performed conforms to Department specifications and where necessary, performed by a licensed contractor.



3. Agrees that all alterations, once installed, become the permanent property of the Department.
4. Accepts responsibility for maintaining alterations in accordance with Department standards.
5. Accepts responsibility for any damage to Department property as a result of an alteration.

#### B. DEPARTMENT RESPONSIBILITIES

If an alteration has been made without prior written approval from the manager, or if the alteration does not conform to the standards of the Department, the manager will pursue Lease Enforcement procedures.

#### C. PROHIBITED ALTERATIONS

The following alterations are prohibited:

1. Fences
2. Paneling/wallpaper/adhesive mirrors/wall tiles
3. Patios or exterior screening
4. Interior/exterior construction or renovations
5. Floor tiling (i.e. linoleum, vinyl or ceramic)
6. Permanently attached wall-to-wall carpeting
7. Stoves
8. Locks
9. Antennas
10. Pools

#### D. AUTHORIZED ALTERATIONS

The following alterations are permitted **only** with written approval from the AMP administrator or designee.

1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.
2. Screen Doors: The screen door must be of a similar design to those installed by management.
3. Sheds: Permits must be obtained and the shed must be permanently affixed to the property in accordance with local building code so it is not a danger in the case of storms. Any shed so installed will become a permanent part of the unit in the event the resident should move.
4. Ceiling Fans: If installed according to specifications provided by the Department and provided there is an existing fixture to accommodate a ceiling fan.
5. Cable TV: Installed by a licensed cable company.

6. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
7. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
8. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.
9. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.
10. Interior Painting: Only permitted with prior approval from management. Residents may request sufficient paint, at no charge to the resident, **once every (2) two** years to paint the interior of their unit. The resident must use only the paint supplied by the landlord. Any colors other than those provided by the landlord must be approved in writing. The unit should be returned to its original color prior to the resident vacating the premises or resident will be assessed a charge as appropriate.
11. Air Conditioners. Window Units: Only if the development does not have central air-conditioning or pop-out holes and if the installation conforms to department specifications for that development. Personal air conditioning units shall not be installed in the unit's egress window (A window that is required in specific locations in dwelling unit and is intended as an emergency exit of a dwelling unit).
12. Pop-out Holes: Only with the prior approval of management and only if the installation conforms to Department and Fire Code specifications for the development.
13. Appliances: Resident-installed refrigerators, freezers, washers and dryers are permitted only with prior written approval of management and only if the unit has appropriate landlord-installed hookups.
14. Security Bars: If installed according to local building code by a licensed contractor.

## XXVI. GRAFFITI

Graffiti on County property will not be tolerated. All residents and/or employees of the County have the responsibility to report incidents of graffiti by calling the site management office and reporting the address and/or location of the graffiti. The graffiti which appears on development property or equipment must be eliminated promptly.

## XXVII. ABSENCES



Residents who will be absent from their unit for more than seven (7) consecutive days must notify the manager in writing prior to the intended absence.

## **XXVIII. RETURN (BOUNCED) CHECK CHARGES**

If a resident's rent payment check is returned unpaid, or if a direct debit or other payment is found uncollectible, management shall charge the resident an administrative fee of \$20.

## **XXIX. SMALL-SCALE, IN-HOME BUSINESSES**

A. The County encourages public housing residents to operate home-based businesses. Such businesses do not have to be contrary to the principles of good property management and that the benefits to the resident, the community and the Agency outweigh several possible negative effects. The community will benefit by having the services offered by the business in the neighborhood. The Agency will benefit because the resident has a source of income from which to pay rent. The Agency encourages self-sufficiency and therefore supports the formation of home-based businesses by residents.

B. In order to allow home-based businesses yet preserve the livability and peaceful atmosphere of its communities, the County shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from the County by completing the Application for Permission to Start a Home-based Business form before undertaking the business venture. The County will not allow business activity to occur in the dwelling unit until ALL the following conditions are met:

1. Written approval has been received from the County;
2. The resident has fulfilled all appropriate Federal, State and local requirements to operate the business, including but not limited to obtaining the appropriate licenses, permits etc.;
3. The resident signs a Memorandum of Understanding (MOU) with the County within 30 days of receiving written approval from the County; and
4. Establish the business within six months of signing the MOU.

A new application must be submitted if the business is not established within six months of signing the MOU or if the resident changes the nature of the business which was approved.

The County reserves the right to determine if the resident is compliant with the established MOU and terminate said agreement if the resident is not compliant. Upon termination of the MOU the resident must immediately cease and desist to any business activity inside the dwelling unit.

C. In deciding whether to approve a resident's request to operate a small-scale in-home business, the County will consider the following factors, especially in regard to whether the business is incidental to the primary use of the unit as a residence:

1. The amount of traffic (pedestrian and vehicular) the business will generate;
  2. Whether the traffic will create problems with neighbors and the extent of the problems;
  3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g. garbage generated, dumping of waste materials);
  4. The extent of any noise the business will generate;
  5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
  6. The location of the dwelling where the business will be conducted;
  7. The number of dwellings affected by possible adverse effects;
  8. The type and size of any equipment necessary for the business;
  9. The usage of utilities and who pays for any increased usage;
  10. Potential liabilities requiring insurance coverage; and
  11. The resident has no current or unresolved lease violation notices.
- D. The types of businesses which are generally acceptable as home-based businesses include, but are not limited to:
- Family day care homes (detailed information on state and local requirements of starting a family day care home is obtainable in the site management office)
  - Sewing and clothes alterations
  - Arts and crafts
  - Book-keeping and accounting
  - Word-processing and secretarial work
  - Cosmetics/hairdressing
  - Writing
  - Telephone sales/telemarketing
  - Tax preparation
  - House cleaning services
  - Specialty cooking and catering
  - Small appliance repairs
- E. Residents who wish to start a home-based business may request an Application for Permission to Start a Home-Based Business form from the AMP administrator or designee or Resident Development staff who will gladly provide the form and available information regarding the steps that are necessary to begin the process.
- F. Net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and will be included or excluded in the calculation of annual income during annual reexamination according to federal regulations.

### **XXX. SMOKE-FREE POLICY**

The County has adopted a Smoke-free Policy, which is included as an Addendum to the Public Housing Dwelling Lease. Also, the Smoke-free Policy has been added as Appendix V to the Admissions and Continued Occupancy Policy.



**AGREEMENT AND ACKNOWLEDGEMENT**

I/we have read and had the AMP administrator, or designee, explain in full the Community Policies incorporated by reference to my/our Lease. I/We acknowledge receipt of the Community Policies and I/we fully understand all the rules and agree to completely abide by them. I/We realize that failure to comply with the Community Policies is a violation of our Lease and may be grounds for my/our Lease to be terminated.

---

*Resident (Head of Household)* *Date*

---

*Spouse (if applicable)* *Date*

---

*Family/Household Member (18 years or older)* *Date*

---

*Family/Household Member (18 years or older)* *Date*

---

*Family/Household Member (18 years or older)* *Date*

## EXHIBIT 1

**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
SCHEDULE OF MAINTENANCE CHARGES**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
<b>SPECIAL CHARGES</b>	
Lockout during office hours	\$16.00
Lockout after office hours, weekends, holidays	\$80.00
Keys (each additional key)	\$5.00
Lock change	\$50.00
Return (Bounced) Check Charge	\$20.00
<b>MAINTENANCE SERVICES</b>	
Clearing vacancies	
-clearing out dwelling unit	Actual cost
-clean refrigerator	Actual cost
-clean stove	Actual cost
Grounds cleaning (occupied unit)	\$50.00
Remove trash from roof	\$50.00
Remove trash from halls or high rise buildings	\$20.00
<b>REPAIRS AND REPLACEMENTS</b>	
Screen doors (wood)	
-half screen repair	Actual cost
-complete screen door repair	Actual cost
-screen door replacement	Actual cost
Screen doors (steel)	
-stainless steel screen replacement	Actual cost
-door replacement	Actual cost
-closer replacement	\$25.00
-latch set replacement	\$25.00
Window screens	
-galvanized steel screen replacement	Actual cost
-stainless steel screen replacement (per sq. ft.)	Actual cost
-wood or aluminum screen replacement	Actual cost
-rescreen galvanized or aluminum screen	Actual cost



**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
<b>REPAIRS AND REPLACEMENTS</b>	
Glass replacement – window or door (per pane)	Actual cost
Window shades replacement (any size)	Actual cost
Doors (interior/exterior) repaired or replaced	Actual cost
Door latch set replacement	Actual cost
Mail Box replacement	Actual cost
Smoke detector replacement	
-battery type	\$21.00
-A/C type	\$25.00
Wall damage and structural repair	Actual cost
Sewer line unclog	Actual Cost
Commode	
-unstopped	\$40.00
-reset	\$60.00
Commode replacement	
-flush valve type	Actual cost
-close valve type	Actual cost
Commode tank replacement	Actual cost
Commode tank cover replacement	Actual cost
Commode seat replacement	\$15.00
Lavatory, sink or shower	
-unstopped/each apartment	\$60.00
-replaced	Actual cost.
Lavatory or sink items	
-basket strainer replacement	\$20.00
-stopper replacement	\$15.00

**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
<b>REPAIRS AND REPLACEMENTS</b>	
<b>Electrical items</b>	
-circuit breaker replacement	Actual cost
-fuse	Actual cost
-fuse replaced	Actual cost
-fustat	Actual cost
-fustat replaced	Actual cost
-switch plates or outlet covers	Actual cost
-thermostats replaced	Actual cost
Light Fixture	Actual cost
<b>Light bulbs and lenses</b>	
-regular bulbs replaced (move-outs only)	\$5.00
-75 watt	\$5.00
-150 watt	\$7.00
-fluorescent bulbs	\$10.00
-incandescent light fixture lens	Actual cost
-fluorescent light fixture lens	Actual cost
-installation of resident-provided bulbs (elderly/handicapped residents only)	\$1.00
<b>Refrigerators/ranges</b>	
-repaired or replaced	Actual cost
-ice tray replacement	\$10.00
-vegetable crisper replacement	\$18.00
-crisper tray cover replacement	\$14.00
-range knob	\$10.00
burner elements (oven & top burner)	Actual cost



**MIAMI-DADE COUNTY  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT  
SCHEDULE OF FINES**

Cutting Grass	\$25.00 (small yard)
	\$ 50.00 (large yard)
Disposing of household goods/furniture in areas other than assigned	\$100.00
Feeding stray animals	\$25.00
Graffiti, dirty walls	\$100.00
Hanging clothes on balconies/throwing trash over balconies	\$25.00
Littering fee (failure to place trash/garbage in dumpster)	\$40.00
Littering fee, additional violations of littering or each occurrence	\$40.00
Parking on the grass	\$25.00
Playing loud music	\$27.00
Unauthorized pets	\$100.00
Unreturned keys at move-out, fee per lock	\$50.00
Walking on the grass	\$10.00
Washing vehicle w/water from development community by resident	\$50.00
Washing vehicle w/water from development community by guest	\$75.00



**PUBLIC NOTICE**  
**Public Housing and Community Development**  
**Comment Period and Public Hearing Reschedule**

**ATTACHMENT 5**

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises its revised proposed Public Housing Dwelling Lease, Community Policies, Admissions and Occupancy Policy (ACOP) and Section 8 Administrative Plan, including the Smoke-free Policy, which will be available for review during a **30-day comment period from March 27, 2016 through April 26, 2016** at PHCD's management offices and website [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

Please send written comments during the comment period to: *PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Director - Policy Comments*; or email comments to: [PHAPublicComment@miamidade.gov](mailto:PHAPublicComment@miamidade.gov).

The public hearing will be held at the Economic Prosperity Committee (EPC) meeting on **June 16, 2016 at 2 p.m.** or at the next regularly scheduled meeting. The public hearing will be held inside the Board of County Commission Chambers located on the second floor of the Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florida 33128.

*PHCD does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, actual or perceived sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, source of income, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-2155 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771.*

**Aviso Público**  
**Vivienda Pública y Desarrollo Comunitario**  
**Reprogramación del Periodo de Comentarios y de la Audiencia Pública**

El Departamento de Vivienda Pública y Desarrollo Comunitario (PHCD) anuncia por este medio su propuesta modificada del Contrato de Arrendamiento de Vivienda Pública, las Normas de la Comunidad, la Política de Admisiones y Ocupación Continua (ACOP) y el Plan Administrativo de la Sección 8, incluyendo la Política para un Ambiente Libre de Humo, que estarán disponible para su evaluación durante el **periodo de comentarios de 30 días desde el 27 de marzo de 2016 hasta el 26 de abril de 2016** en las oficinas administrativas del PHCD y en el sitio web [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

Por favor, envíe sus comentarios por escrito durante el periodo de comentarios a: *PHCD, 701 N.W. 1st Ct, 16º piso, Miami, Florida 33136, Atención: Director – Comentarios sobre las políticas* o envíe sus comentarios por correo electrónico a: [PHAPublicComment@miamidade.gov](mailto:PHAPublicComment@miamidade.gov).

La **audiencia pública** se celebrará durante la reunión del Comité de Prosperidad Económica (EPC) el **16 de junio de 2016 a las 2:00 p. m.** o en la siguiente reunión programada regularmente. La audiencia pública se celebrará en el auditorio de la Junta de Comisionados del Condado ubicado en el segundo piso del edificio Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florida 33128.

*PHCD no discrimina en base a raza, sexo, color, religión, estado civil, país de origen, discapacidad, procedencia, preferencia sexual real o percibida, identidad de sexo o expresión de sexo, condición de víctima de violencia doméstica, violencia o acoso de pareja, fuente de ingreso, edad, embarazo o condición familiar, en cuanto al acceso, admisiones o empleos en los programas o actividades de vivienda. Si usted necesita un intérprete de lenguaje de señas o material en formato accesible para esta actividad, llame al 786-469-2155 al menos con cinco días de antelación. Los usuarios del sistema de retransmisión TDD/TTY pueden comunicarse con el Servicio de Retransmisión de la Florida (Florida Relay Service) por el 800-955-8771.*

**AVI PIBLIK**  
**Lojman Piblik ak Devlopman Kominotè**  
**CHANJMAN DAT PERYÒD KÒMANTÈ ak ODYANS PIBLIK**

Loman Piblik ak Devlopman Kominotè (PHCD) ap anonse revizyon dokiman pwopozisyon Kontra Lwaye Lojman Piblik, Règleman Kominotè Règleman sou Admisyon ak Okipasyon (ACOP) ak Plan Administratif pou Pwogram Seksyon 8, ikonpri Règleman sou Entèdiksyon Fimen. Dokiman sa a disponib pandan yon **peryòd 30 jou kòmantè apati 27 mas 2016 rive 26 avril 2016** nan biwo manadjment PHCD a ak sou sit wèb [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

Tanprl voye kòmantè alekri w yo pandan peryòd kòmantè a bay: *PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Director - Policy Comments*; oswa pa imel bay: [PHAPublicComment@miamidade.gov](mailto:PHAPublicComment@miamidade.gov).

**Odyans piblik** la ap fèt nan reyinyon Komite sou Pwosperite Ekonomik (EPC) la jou **16 jen 2016 a 2 p.m.** oswa nan pwochen reyinyon regilye a. Reyinyon piblik la ap fèt andedan Sal Asanble Komisyon Konte a ki nan dezyèm etaj Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florid 33128.

*Konte Miami-Dade pa fè diskriminasyon poutèt ras, sèks, koulè, relijyon, eta sivil oswa sityasyon famiyal, orijin nasyonal oswa etnik, enfimite, zansèt, oryantasyon seksyèl reyèl oswa ki pèsewa, idanlèt seksyèl, laj, gwosès oswa sous revni pou jwenn aksè, admisyon, oswa enplwa nan pwogram oswa aktivite lojman yo. Si w bezwen sèvis yon entèprèt ki pale lang sliy oswa materyèl nan fòm espesyal pou evenman sa-a, rele 786-469-2155 omwen senk jou davans. Itilizè TDD/TTY yo ka kontakte Florida Relay Service nan 800-955-8771*



TALLAHASSEE

Needle exchange, rape kit bills signed into law by Scott

BY MICHAEL AUSTEN Herald/Times Tallahassee Bureau

TALLAHASSEE Gov. Rick Scott on Wednesday signed into law a needle exchange program to combat HIV in Miami-Dade County and fund requirements that rape kits be tested within 120 days.

addition and AIDS is not only a Miami-Dade issue, it's a Florida issue," Sen. Oscar Traynor, D-Miami Gardens, said when the Legislature voted to create the program. "This is just the beginning."

"This legislation will provide thousands of women with a renewed sense of safety and closure as they heal from the horrific crime of rape," Scott said in a written statement.

Here are the bills Scott signed into law Wednesday:
• Medical Assistant Certification: This bill repeals a voluntary certification for medical assistants. (SB 238)
• An Infectious Disease Elimination Pilot Program: This bill establishes a pilot program at the University of Miami to prevent the spread of HIV/AIDS and other blood-borne diseases. (SB 242)
• Violator Care Plans: This bill relates to health insurance requirements for ophthalmologists and optometrists. (SB 340)
• Physical Therapy: This bill relates to the licensure of physical therapists. (SB 450)
• Adoption: This bill

allows judges to make adoption decisions based on the best interest of the child and makes other changes to adoption procedures. (SB 590)
• Rape Kits: This bill requires rape kits to be tested within a specified time frame. (SB 636)
• Foster Families: This bill designates the second week of February as "Foster Family Appreciation Week." (SB 850)
• Residential Facilities: This bill clarifies distance requirements for community residential homes. (SB 1174)
• A Review Under the Open Government Sunscreen Review: This bill repeals an existing public records exemption relating to the Florida Health Choices Program. (SB 7020)

Public Notice
Public Housing and Community Development
Proposed Public Housing Lease, Community Policies, Admissions and Continued Occupancy Policy, and Section B Administrative Plan, including the Smoke-free Policy



Javier Izquierdo testifies on Wednesday. Izquierdo, who is blind, was with his brother when he was shot and killed.

COURTS
Blind Miami man whose brother was killed testifies in teen's trial

The victim was walking his brother, Javier Izquierdo, back from a store when he was shot by a robber. The accused, 14-year-old Juanan Hall, says he was playing football at the time of the crime.

late. His brother, just 20 years old and the chief caretaker of his blind sibling and grandmother, died from the fatal volley of bullets. Izquierdo's testimony Wednesday marked an emotional start to the trial of the alleged killer, 14-year-old Juanan Hall.

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Stricken by a rare eye cancer, Javier Izquierdo cannot see. But he knew, as his younger brother carefully walked him back from a Liberty City grocery store last August, that something was wrong. "I felt a change in the atmosphere," Javier Izquierdo, 22, told jurors Wednesday. "The air got thicker. I got a little more hard to breathe. I didn't feel right."

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Microdermabrasion, Microcurrent, or Peel \$40
Offer good thru April 9, 2016!

of Florida
College of Natural Health
A Steiner Education Group member
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Microdermabrasion, Microcurrent, & Peels
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Massages & Facials
Saturday - 9:00am - 5:00pm
7925 N.W. 12th Street, 701
Miami, FL 33122
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# Public Notice

## **Public Housing and Community Development Proposed Public Housing Lease, Community Policies, Admissions and Continued Occupancy Policy, and Section 8 Administrative Plan, including the Smoke-free Policy**

### **COMMENT PERIOD**

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises its revised proposed Public Housing Dwelling Lease, Community Policies, Admissions and Occupancy Policy (ACOP) and Section 8 Administrative Plan, including the Smoke-free Policy, which will be available for review during a 30-day comment period from **March 27, 2016 through April 26, 2016** at PHCD's management offices and website [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

Please send written comments during the comment period to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Director - Policy Comments; or email comments to: [PHAPublicComment@miamidade.gov](mailto:PHAPublicComment@miamidade.gov).

### **PUBLIC HEARING**

The **public hearing** will be held at the Economic Prosperity Committee (EPC) meeting on **June 16, 2016 at 2 p.m. or at the next regularly scheduled meeting**. The public hearing will be held inside the Board of County Commission Chambers located on the second floor of the Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florida 33128.

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**For legal ads online, go to <http://legalads.miamidade.gov>**





# Aviso Público

## Departamento de Vivienda Pública y Desarrollo Comunitario Propuesta de Arrendamiento de Vivienda Pública, Normas de la Comunidad, Política de Admisiones y Ocupación Continua y Plan Administrativo de la Sección 8, incluida la Política para un Ambiente Libre de Humo

### PERIODO DE COMENTARIOS

El Departamento de Vivienda Pública y Desarrollo Comunitario (PHCD) anuncia por este medio su propuesta modificada del Contrato Arrendamiento de Vivienda Pública, las Normas de la Comunidad, la Política de Admisiones y Ocupación Continua (ACOP) y el Plan Administrativo de la Sección 8, incluyendo la Política para un Ambiente Libre de Humo, que estarán disponible para su evaluación durante el periodo de comentarios de 30 días desde el **27 de marzo de 2016 hasta el 26 de abril de 2016** en las oficinas administrativas del PHCD y en el sitio web [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

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### AUDIENCIA PÚBLICA

La audiencia pública se celebrará durante la reunión del Comité de Prosperidad Económica (EPC) el **16 de junio de 2016 a las 2:00 p. m.** o en la siguiente reunión programada regularmente. La audiencia pública se celebrará en el auditorio de la Junta de Comisionados del Condado ubicado en el segundo piso del edificio Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florida 33128.

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## Lojman Piblik ak Devlopman Kominotè Pwopozisyon Kontra Lwaye pou Lojman Piblik, Règleman Kominotè, Règleman sou Admisyon ak Okipasyon Kontinyèl, epi Plan Administratif pou Pwogram Seksyon 8, ikonpri Règleman sou Entèdiksyon pou Fimen

### PERYÒD KÒMANTÈ

Lojman Piblik ak Devlopman Kominotè (PHCD) ap anonse revizyon dokiman pwopozisyon Kontra Lwaye Lojman Piblik, Règleman Kominotè Règleman sou Admisyon ak Okipasyon (ACOP) ak Plan Administratif pou Pwogram Seksyon 8, ikonpri Règleman sou Entèdiksyon Fimen. Dokiman sila ap disponib pandan yon peryòd 30 jou kòmantè apati **27 mas 2016 rive 26 avril 2016** nan biwo manadjment PHCD a ak sou sit wèb [www.miamidade.gov/housing](http://www.miamidade.gov/housing).

Tanpri voye kòmantè alekri w yo pandan peryòd kòmantè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: Director - Policy Comments; oswa pa imel bay: [PHAPublicComment@miamidade.gov](mailto:PHAPublicComment@miamidade.gov).

### ODYANS PIBLIK

Odyans piblik la ap fèt nan reyinyon Komite sou Pwosperite Ekonomik (EPC) la jou **16 jen 2016 a 2 p.m.** oswa nan pwochen reyinyon regilye a. Reyinyon piblik la ap fèt andedan Sal Asanble Komisyon Konte a ki nan dezyèm etaj Stephen P. Clark Center, 111 N.W. 1 St. Miami, Florid 33128.

*Konte Miami-Dade pa fè diskriminasyon poutèt ras, sèks, koulè, relijyon, eta sivil oswa sitiyasyon famiyal, orijin nasyonal oswa etnik, enfimite, zansèt, oryantasyon seksyèl reyèl oswa ki pèsevwa, idantite seksyèl, laj, gwosès oswa sous revni pou jwenn aksè, admisyon, oswa anplwa nan pwogram oswa aktivite lojman yo. Si w bezwen sèvis yon entèprèt ki pale lang siy oswa materyèl nan fòm espesyal pou evenman sa-a, rele 786-469-2155 omwen senk jou davans. Itilizatè TDD/TTY yo ka kontakte Florida Relay Service nan 800-955-8771*





**MIAMI-DADE  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)**

**Meeting Notice**

**TO: PHCD RESIDENT ADVISORY BOARD**

You are invited to attend a meeting the PHCD staff to discuss the proposed revisions to the Public Housing Lease, Community Policies, Admissions and Continued Occupancy Policy (ACOP) and Section 8 Administrative Plan, including the Smoke-Free Policy.

Date	Time	Location
<b>Monday, April 11, 2016</b>	<b>2:00 PM</b>	<b>PHCD Board Room 1407 NW 7<sup>th</sup> Street Miami, Florida 33125</b>

Your assistance is anticipated.

\*\*\*\*\*

**Aviso de Reunión**

**A: JUNTA ASESORA DE RESIDENTES DE PHCD**

Están invitados a una reunión con el personal de la PHCD para discutir las revisiones propuestas al Contrato de Arrendamiento de Vivienda Pública; Políticas Comunitarias, Reglamento de Admisiones y Ocupación Continua (ACOP) y el Plan Administrativo de la Sección 8, incluyendo la política para un ambiente libre de humo.

Fecha	Hora	Lugar
<b>Lunes, 11 de abril, 2016</b>	<b>2:00 PM</b>	<b>PHCD Board Room 1407 NW 7<sup>ma</sup> Calle Miami, Florida 33125</b>

Contamos con su presencia.



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)  
AGENDA**

**Resident Advisory Board Meeting  
Monday, April 11, 2016 – 2:00 pm  
PHCD Board Room – 1407 NW 7<sup>th</sup> ST, Miami**

**Proposed Documents: ACOP, including Smoke-Free Policy, PH Lease and Community Policies, and S8 Admin Plan**

**I. INTRODUCTION**

**A. Resident Services:**

- Good Afternoon. My name is-- I'm from the Asset Management division of Public Housing and Community Development (PHCD).
- Thank you for coming to the Proposed Policy Documents meeting. The purpose of today's meeting is to discuss the proposed additional revisions for the Public Housing Lease, Community Policies, ACOP, and Section 8 Administrative Plans. We will inform you of the major updates and will take questions after the presentation. For this purpose, here with us are the following PHCD management and staff members: (present speakers from each division).

**II. PRESENTATION**

**A. Public Comment**

- The 30-day comment period to receive comments on these updates started March 27, 2016 and ends on April 26, 2016 and is being advertised in major newspapers in English, Spanish and Creole. PHCD will consider comments & recommendations made by residents and the public. The comments may be sent in writing during the comment period to:
  - ✓ Public Housing & Community Development, 701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor, Miami, FL 33136, Attn: Director – Policy Comments.
  - ✓ E-mail for PHA Plan comments: [PhaPublicComment@miamidade.gov](mailto:PhaPublicComment@miamidade.gov).
- The documents are scheduled to be presented to the Board of County Commissioners' Economic Prosperity Committee on June 16, 2016 at 2PM.
- Copies of the proposed supporting documents are available at:
  - ✓ PHCD's website: [www.miamidade.gov/housing](http://www.miamidade.gov/housing)
  - ✓ Public Housing AMP Administrators' offices
  - ✓ Section 8 program offices

**B. Concurrent Major Changes to ACOP and Section 8 Administrative Plan**

- Chapter II: Waiting List
- Chapter III: Requirement at Admissions, Interviews and Verification Process, and Denial of Assistance
- Final Rule of the Streamlining Administrative Regulations (Docket No. FR5743-F-03) published March 28, 2016

**C. Major Changes to ACOP and Lease**

- Over income
- Public Housing Lease Addendum/Smoke Free Policy

**D. Major Changes to ACOP**

- Chapter III: Housing Offers
- Chapter VII: Interims
- Chapter IV: Repayment Agreements
- Chapter XII: Earned Income Disallowance
- Final Rule of the Streamlining Administrative Regulations published March 28, 2016

**E. Major Changes to Section 8 Administrative Plan**

- Chapter 10: Housing Quality Standards Inspection
- Chapter 14: Housing Assistance Payment
- Final Rule of the Streamlining Administrative Regulations published March 28, 2016

**III. CLOSURE. QUESTIONS AND ANSWERS**

Thank you for your attendance to this meeting.





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

Resident Advisory Board Meeting
Monday, April 11, 2016 - 2:00 pm
PHCD Board Room - 1407 NW 7th ST, Miami

Proposed Documents: ACOP, S8 Admin Plan, including Smoke-Free Policy, PH Lease and Community Policies

Table with 4 columns: Count, Print Name/ Nombre, Resident Advisory Board: S8 or PH Program (Development) PHCD Staff: Division, Telephone Number/ Número de Teléfono. Rows 1-15 are marked 'R', rows 17-19 are marked 'PHCD'.

R=14
PHCD=4





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)**

**Resident Advisory Board Meeting**  
**Monday, April 11, 2016 – 2:00 pm**  
**PHCD Board Room – 1407 NW 7<sup>th</sup> ST, Miami**

**Proposed Documents: ACOP, S8 Admin Plan, including Smoke-Free Policy, PH Lease and Community Policies**

Count	Print Name/ Nombre <small>Jose Moratti</small>	Resident Advisory Board: S8 or PH Program (Development) PHCD Staff: Division	Telephone Number/ Numero de Teléfono
R 1	Rene Peraz	Jose Moratti	305 859 9167
R 2	Carlos Ramirez		
PHCD 3	Aurea Velazquez	PHCD - Manager	305/643-8568
PHCD 4	Cecilia Ribera	Asst. Amp. Adm.	305/643-8564
PHCD 5	Mania Lopez	Asst. Amp. Adm.	305/643-8564
R 6	Yvanelle Davis	J. J. Welle	786 975 7419
R 7	Dorothy Griffin		786-3940059
R 8	Olga Ernice Sanchez		786 468 3782
PHCD 9	Moyelle MASON	ASSIST. AMP. ADM.	305-576-9699
PHCD 10	Melissa Nichols	AMP Adm	975 9985
PHCD 11	Veronel Martine	Assist Amp	31 571-7700
PHCD 12	DERRELL WALTON	PHCD	7/469-4115
R 13	Wallace	LEMON City	786-277-0617
R 14	Nivio Perez	Robert King High	786-768-1075
PHCD 15	MARIE LA GUERRE	ASSET Mgmt	786-469-4140
PHCD 16	Billy Mackelf	Asst. AMP. ADM #3	305-945-1537
PHCD 17	Yuel E. Garcia	Robert King High	305-643-5568
PHCD 18	Anthony Johnson	Kirkwood Square	305-651-0180
PHCD 19	Larard Parson	<del>NA</del>	786 6310579
R 20	Hermilia Regina	Hiale Sophie	786 235 1366
PHCD 21	William Calderin	PHCD	786-469-4139
R 22	Sylvia Blanco	Hiale Sophie	786-486-8641
PHCD 23	Regulosa Benin	PHCD	786-469-4133
PHCD 24	Arnel Garcia	PHCD	
25			

R = 9  
 PHCD = 15





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

Resident Advisory Board Meeting  
 Monday, April 11, 2016 – 2:00 pm  
 PHCD Board Room – 1407 NW 7<sup>th</sup> ST, Miami

Proposed Documents: ACOP, S8 Admin Plan, including Smoke-Free Policy, PH Lease and Community Policies

Count	Print Name/ Nombre	Resident Advisory Board: S8 or PH Program (Development) PHCD Staff: Division	Telephone Number/ Numero de Teléfono
R 1	SONIA SUAREZ	MARTINE VILLAS	786-333-7667
R 2	DIONISIO SUAREZ	STURUP PLAZA	786-803-7114
R 3	Shirley Gerald	Stimip plaza	786 516 8210
PHCD 4	Georgina Poora	PHCD	(3) 245-7480
PHCD 5	Jabrina Johnson	PHCD - Site 351/361	31257-0970
PHCD 6	Kenya Peak Miller	PHCD site B0	305-795-1813
R 7	Gessica Harris	Edison Plaza	
PHCD 8	Taycha Santos	A/C	786 469-4301
PHCD 9	IGNACIO ORTIZ	A/C	x 4309
PHCD 10	Vivette Cunningham	CAD	786 4694205
PHCD 11	Dechra Wheeler	HCV	786 358 0875
PHCD 12	Yoneli Daniels	PHCD-Compliance	786-469-4158
R 13	Haydee Rojas	R KH 305-846-2202	
14	<del>Shirley Clark</del>		
R 15	DAVID ROQUE	HARVEY RAIN TOWER	786 521 5627
Duplicate (16)	Joaquin Estrada	Jose Marti Plaza	786-260-4357
17			
18			
19			
20			
21			
22			
23			
24			
25			

R = 6 PHCD = 6 PHCD-CAD = 1 = 7  
 Nani McKay = 1



**MIAMI-DADE  
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)  
Proposed Supporting Policy Documents Meeting**

**TO: RESIDENT COUNCIL PRESIDENTS OF THE PUBLIC HOUSING  
DEVELOPMENTS AND SECTION 8 RESIDENT ADVISORY BOARD**

**A: PRESIDENTES DE LOS CONSEJOS DE RESIDENTES DE  
VIVIENDAS PÚBLICAS Y JUNTA ASESORA DE RESIDENTES DE  
LA SECCIÓN 8**

YOU ARE INVITED TO ATTEND A MEETING WITH PHCD STAFF TO DISCUSS THE PROPOSED REVISIONS TO THE PUBLIC HOUSING LEASE, COMMUNITY POLICIES, ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP) AND SECTION 8 ADMINISTRATIVE PLAN.

Están invitados a la reunión programada con el personal de la PHCD para discutir las revisiones propuestas del Arrendamiento de Viviendas Públicas, Políticas Comunitarias, Reglamento de Admisiones y Ocupación Continuada (ACOP) y el Plan Administrativo de la Sección 8.

Date	Time	Location
Monday, August 3, 2015	2:00 PM	PHCD Board Room 1407 NW 7 <sup>th</sup> Street Miami, Florida 33125





**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**  
**Proposed Supporting Policy Documents Meeting**  
**RESIDENT ADVISORY BOARD MEETING**  
**AUGUST 3, 2015, 2:00 PM**  
**PHCD Board Room**

**1. INTRODUCTION**

**Resident Services:**

- Good Afternoon. My name is--. I'm from the Asset Management division of Public Housing and Community Development (PHCD).
- Thank you for coming to the Proposed Supporting Policy Documents meeting. The purpose of today's meeting is to discuss the proposed revisions for the Public Housing Lease, Community Policies, ACOP, and Section 8 Administrative Plans. We will inform you of the major updates and will take questions after the presentation. For this purpose, here with us are the following PHCD management and staff members: (present speakers from each division).

**2. PRESENTATION BY EACH DIVISION REPRESENTATIVE**

**Compliance**

- The 30-day comment period to receive comments on these updates started August 1, 2015 until August 30, 2015 and is being advertised in major newspapers in English, Spanish and Creole. PHCD will consider comments & recommendations made by residents and the public. The comments may be sent in writing during the comment period to:
  - ✓ Public Housing & Community Development, 701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor, Miami, FL 33136, Attn: Director – Policy Comments.
  - ✓ E-mail for PHA Plan comments: [PhaPublicComment@miamidade.gov](mailto:PhaPublicComment@miamidade.gov).
- The documents are scheduled to be presented to the Board of County Commissioners' Economic Prosperity Committee on October 15, 2015.
- Copies of the proposed supporting documents are available at:
  - ✓ PHCD's website: [www.miamidade.gov/housing](http://www.miamidade.gov/housing)
  - ✓ Public Housing AMP Administrators' offices
  - ✓ Section 8 program offices

**Asset Management - Present updates related to:**

- New Barring Policy
- Homeless & Special Needs Programs/Preferences

**Contract Administration – Present updates related to:**

- New Preferences
- Deletion of references to PIH Notice 2013-03 streamlining re-exams for elderly & disabled
- Interim Re-exams for Zero Income Families and FSS participants
- Denial of Assistance for Change of Dwelling

**3. CLOSURE. QUESTIONS AND ANSWERS**

**Resident Services:** Now we will take questions. Thank you for your attendance to this meeting.



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)**

**Proposed Supporting Policy Documents  
Resident Advisory Board Meeting**

**Monday, August 3, 2015 – 2:00 pm  
PHCD Board Room – 1407 NW 7<sup>th</sup> ST, Miami**

Name/Nombre	Resident Client Number/ Numero de Cliente or PHCD Staff Division	Telephone Number/ Numero de Telefono
Sonia Suárez	1301 NW 75 <sup>th</sup> St	786-333-7667
Francisco Guzmán	935 SW 30 Ave Apto 85	305-967-2511
Kriste Mathes	PHCD	786-469-4127
ALINA FERRER	PHCD	786-469-4131
MEDINA D. Johnson	NAN McKay	786-233-9810
EVERYN CONTRERAS	PHCD	786-469-4144
Alisa Caballero	PHCD	7-469-2168
MARINA MASORO	Vietcong homes	786-222-1400
Rosa Castro	Admin	786-469-4233
Lillian T. Pla	Robert King High	561-767-9144
MARIA CAMPAZ	Robert King High	305-496-7488
DAVID G. KAYNE	Rodriguez	786-521-5607
TERRY BIANCHI	PHCD	786-469-4130
Marta Silva	PHCD	7/469-4135
William Calhoun	PHCD	7/469-4139
Tamha Santos		7/469-4301
Lillian Diaz	South Miami	305-992-2580
NESTOR SALING	South Miami	786-319-2901
Haydee Rojas	RKH	305-842-7684
Judith Noelis Martinez	490 Harry Cain	305-244-4544
V. Denise	150 N. 79 <sup>th</sup> St	786-277-0617
Kaydore Sulex	150 N.E 79 <sup>th</sup> St	305-834-5318











## ATTACHMENT 7

Public Housing and Community Development  
701 NW 1st Court, 16th Floor  
Miami, FL 33136-3914  
T 786-469-4100 • F 786-469-4199

[miamidade.gov](http://miamidade.gov)

### **Written Comments Received During the Comment Period**

1. Victoria Mallette, Homeless Trust
2. Elda Roque-Gil
3. Barry Klein, Eastern Inspections, CVR Associates
4. Jeffrey Hearne, Legal Services of Greater Miami, Inc.
5. Carlos J. Martinez, Public Defender
6. Miami Workers Center
7. Diane Strozier, Overall Tenant Advisory Council (OTAC)
8. Joseph King, Thelma Gibson Health Initiative, Inc.
9. Miami Workers Center
10. Jeffrey Hearne, Legal Services of Greater Miami, Inc.
11. Nikki Chuck
12. Jan Ding
13. Jordan Boudlal
14. Nancy Hernandez

---

**From:** Castro, Rosa C. (PHCD)  
**Sent:** Tuesday, August 04, 2015 8:07 AM  
**To:** 'Alicia Apfel'; Mallette, Victoria (HT)  
**Cc:** Calderin, William (PHCD); Bivins, Penelope (PHCD); Howell, Tanisha (PHCD); Coleman, Crystal (PHCD); Saydal-Hamilton, Mari (PHCD); Edwards, Julie (PHCD); Montealegre, Sharon (PHCD); Caballero, Alisa L (PHCD); Contreras, Evelyn (PHCD)  
**Subject:** RE: SHIP Homelessness assistance Powerpoint

Good Morning Everyone:

As mentioned previously, there are no current plans for expansion of the homeless program. However, if circumstances were to change in the future, our Contract Administration Division added the following proposed wording to page 14 of the **Section 8 Administrative Plan** (<http://www.miamidade.gov/housing/library/reports/2015-proposed-plans/SM/S8-administrative-plan-proposed.pdf>) which would allow the flexibility to do so:

*"If the need arises and dependent upon funding availability, PHCD may consider the option of housing homeless persons, referred by a homeless organization (i.e. Homeless Trust), through the Project-Based Voucher program, as per PIH Notice 2013-15."*

Rosa Castro, Special Projects Administrator 1  
Miami-Dade Public Housing and Comm. Dev.  
Administrative Services Division/Compliance Unit  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor  
Miami, FL 33136  
Phone & Fax: 786-469-4233

---

**From:** Alicia Apfel [<mailto:ahapple@bellsouth.net>]  
**Sent:** Monday, August 03, 2015 8:10 PM  
**To:** Edwards, Julie (PHCD); Mallette, Victoria (HT)  
**Cc:** Calderin, William (PHCD); Bivins, Penelope (PHCD); Howell, Tanisha (PHCD); Coleman, Crystal (PHCD); Castro, Rosa C. (PHCD); Saydal-Hamilton, Mari (PHCD)  
**Subject:** Re: SHIP Homelessness assistance Powerpoint

Hi all:

This is the HUD Notice. I am now thinking its an old legacy program?

<http://portal.hud.gov/hudportal/documents/huddoc?id=13-21hsgn.pdf>

Alicia Hancock Apfel, Esq.  
774 NE 71 Street  
Miami, Florida 33138  
Email: [ahapple@bellsouth.net](mailto:ahapple@bellsouth.net)  
Voice: (786) 512-4706

---

On Monday, August 3, 2015 6:58 PM, "Edwards, Julie (PHCD)" <[JBS@miamidade.gov](mailto:JBS@miamidade.gov)> wrote:

Vicki,  
I'm including our Section 8 and Compliance staff so that they may appropriately address your questions. With regard to expanding the homeless pilot, we first need to establish the initial initiative and see how it goes. However, at this time, there are no plans to expand the program.

**Julie Edwards**, Assistant Director  
Miami-Dade Public Housing and Community Development  
701 NW 1st Court, 14th Floor, Miami, Florida 33136



786-469-2255 Phone 786-469-2170 Fax  
305-302-9813 Cell

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---

**From:** Mallette, Victoria (HT)

**Sent:** Monday, August 03, 2015 6:43 PM

**To:** Edwards, Julie (PHCD)

**Cc:** Calderin, William (PHCD); Bivins, Penelope (PHCD); Howell, Tanisha (PHCD); 'Alicia Apfel'

**Subject:** RE: SHIP Homelessness assistance Powerpoint

Julie...

HUD is allowing HUD-assisted multifamily Section 8 Project Based Assistance Programs to have an admissions preference for homeless households to fill vacant units. We'd like to pursue this through an available TA opportunity from HUD. Does the ACOP need to be amended to allow for this, or can this allowance be solely in the Sect. 8 Admin Plan?

I see the PHCD pilot (rehab of public housing units for homeless) reflected in Page 17. What if we want to expand pilot in 2016 or beyond?

Vicki

**From:** PHA Public Comment (PHCD)  
**To:** "admin@globalprobrokers.com"  
**Subject:** RE: viviendas de bajos recursos/plan 8  
**Date:** Friday, August 28, 2015 8:52:50 AM

---

Buenos Dias,

Esto es para informarles que recibimos sus comentarios y lo tomaremos bajo consideración.

Gracias,

Miami-Dade Public Housing and Community Development (PHCD)  
<http://www.miamidade.gov/Housing/>

---

**From:** admin@globalprobrokers.com [mailto:admin@globalprobrokers.com]  
**Sent:** Friday, August 07, 2015 3:09 PM  
**To:** PHA Public Comment (PHCD)  
**Subject:** viviendas de bajos recursos/plan 8

Mi propuesta es que se analice la posibilidad de construir mas viviendas de este tipo en la parte sur de la ciudad de Miami (Horse Country, Kendall ), dado que realmente en esta area es bien nula estas construcciones, y seguro hay personas necesitadas de las mismas.

En estos momentos las rentas de los efficiency estan extremadamente caras, por lo que las personas que tengan una entrada baja de dinero casi que se le haga imposible pagar las mismas. Hace unos anos se construyo un edificio en la 127 Ave y la calle 8 de precios moderados, pero era por una loteria, aplique y que quede como en una escalafon de 2,000 y picos por delante.

Vemos que en otras ciudades como Hialeach y NortMiami, con bastante refrecuencia se construyen edificios nuevos.

Esperemos que en un tiempo no muy lejano se puedan lograr estos objetivos.

Agradecida por su atencion.

Elda Roque-Gil  
e-mail:roquegil61@yahoo.es  
telef. 786-3540166



**From:** [Coleman, Crystal \(PHCD\)](#)  
**To:** [Castro, Rosa C. \(PHCD\)](#)  
**Subject:** FW: Admin changes Aug 18 2015  
**Date:** Tuesday, August 18, 2015 4:59:24 PM  
**Attachments:** [Admin Changes Aug 18 2015.docx](#)  
[s8-admin-attach-a with suggested revisions DG 06052014 BK 08182015.docx](#)

---

Hi Rosa,

This may be a duplicate of what I sent to you earlier today. There only changes may be in reference to owners are able to submit photos..

Please add language/changes as needed. Should you have any concerns please let me know.

Thanks,  
Crystal

---

**From:** Barry Klein [mailto:[BKlein@hcvinspect.com](mailto:BKlein@hcvinspect.com)]  
**Sent:** Tuesday, August 18, 2015 4:52 PM  
**To:** Coleman, Crystal (PHCD) <[CRYSCOL@miamidade.gov](mailto:CRYSCOL@miamidade.gov)>  
**Cc:** Johnson, April (PHCD) <[APRILJ@miamidade.gov](mailto:APRILJ@miamidade.gov)>  
**Subject:** Admin changes Aug 18 2015

Crystal

I've revised the admin changes submitted last year and added a statement that we will consider verification by photograph.

Attached are the changes and marked up Admin plan.

I'd welcome an opportunity to go over these items with you to make sure we're on the same page. Please advise when you might be available.

Thank you,



Barry Klein | Director, Eastern Inspections Operations  
Phone 305.428.2654 | Fax 305.901.6204 | Cell 305.849.4281

[Bklein@hcvinspect.com](mailto:Bklein@hcvinspect.com) | [www.cvrassociates.com](http://www.cvrassociates.com)

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## MEMORANDUM

**DATE:** August 18, 2015

**TO:** Crystal Colman, Director HCV Section 8

**FROM:** Barry Klein, Director Eastern Inspections Operations, CVR Associates

**CC:** April Johnson

**SUBJECT:** Revised Administrative Plan Changes

Please find below CVR Associates' requested changes to Chapter 10 Housing Quality Standards and Inspections of the PHCD Administrative Plan. Our goal is to propose changes that will increase our ability to offer excellent customer service and ensure that units provide safe, decent homes for HCV-assisted families. All proposed changes are highlighted within the Administrative Plan text.

1. Revise opening paragraph of Chapter 10 (page 60) to state the following:

The PHCD will inspect all units to ensure that the units are in a decent, safe and sanitary condition in accordance with the Housing Quality Standards (HQS) as described in 24 CFR § 982.401 and relevant HUD guidance.

2. Revise the Emergency HQS Violations section (page 61) to state the following:

The following is a non-exhaustive list of items that will be cited as emergency fail items, requiring remedy within 24 hours of notification of the emergency fail:

1. No electricity
2. No running water
3. No gas if heat, hot water or range are powered by gas
4. Natural gas leak or fumes from fuel burning appliances/equipment
5. Major plumbing leaks or flooding, (such as sewer back up or water line breakage)
6. No operational sanitary facilities
7. Any electrical fixture or equipment that smokes, sparks, short circuits, or is otherwise improperly wired or connected, creating a fire hazard.
8. Uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen.
9. Any other condition that affects the immediate health and safety of the tenant.



3. Revise Section 10.1 (page 61) to state the following:

No unit will be placed under an initial contract until the unit is inspected and any and all violations are corrected and the unit is approved by the PHCD.

If the unit fails inspection, the family and owner will be advised of the repairs needed to pass inspection and given ten (10) days to correct the failed items. The re-inspection will be automatically scheduled and completed on or about 10 (ten) days following the initial fail unless the owner or tenant decides to cancel the RFTA for the unit before the expiration of the ten days. An owner may request an earlier re-inspection date if repairs have been completed. If the unit does not pass re-inspection, the Request for Tenancy Approval will be voided and the family must find another suitable unit, if the family has time remaining on the Housing Choice Voucher.

Approval for the tenant to move in will not be given until the unit passes inspection, reasonable rent has been established, and the executed lease has been submitted.

4. Revise Section 10.2 to state the following:

Owners and tenants will be given twenty-four (24) hours to correct any HQS violation that is considered an emergency as described above. Owners and tenants must correct all other HQS violations within thirty (30) days of the annual inspection. The date of re-inspection will be automatically set by PHCD between 26 and 28 days after the fail date and will appear on the notice to owner and tenant describing the failed items. Failure to gain entry to the unit and premises for the purposes of conducting a re-inspection will result in sanctions to the owner and/or tenant.

Owners and tenants may submit photographs verifying repairs for Annual and Complaint inspections only. Photos will be considered on a case by case basis and must be similar to images provided by the field inspector. Units where verification of repair by photographs are used, may be subject additional field inspections.

5. Revise Section 10.2 A, Non-Compliance Due to Violations that are Owner Responsibility to state the following:

If an owner fails to comply with corrective action within the time period ordered by the PHCD (24 hours for Emergency HQS Violations and 30 days for routine violations), the Housing Assistance Payment (HAP) will be abated beginning no later than the day after time period allowed for correction.

Thank you for your consideration of these proposed changes. Please let me know if I may provide you with any further information.

---

**From:** PHA Public Comment (PHCD)

**Sent:** Monday, September 14, 2015 9:26 AM

**To:** 'Jeffrey Hearne'

**Cc:** Liu, Michael (PHCD); Edwards, Julie (PHCD); Perry, Monica (PHCD); Bianchi, Terry (PHCD); Silva, Marta B. (PHCD); Howell, Tanisha (PHCD); Coleman, Crystal (PHCD); Giraldo, Adriana (PHCD); Johnson, April (PHCD); Saydal-Hamilton, Mari (PHCD); Caballero, Alisa L (PHCD); Capote, Lizette (PHCD); Montealegre, Sharon (PHCD); Contreras, Evelyn (PHCD); Sandino, Maria (PHCD); Smlth, Terrence (CAO); Catarineau, Deborah L. (CAO); Pacheco, Mary (PHCD); Mleod, Sherra B. (PHCD)

**Subject:** RE: Comments to ACOP & Admin Plan

Mr. Hearne

Attached please find PHCD's response to Legal Services' comments.

Thank you.

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**From:** Jeffrey Hearne [<mailto:jhearne@legalservicesmiami.org>]

**Sent:** Monday, August 17, 2015 6:11 PM

**To:** PHA Public Comment (PHCD)

**Cc:** Castro, Rosa C. (PHCD)

**Subject:** Comments to ACOP & Admin Plan

Attached are the comments from Legal Services.

Jeffrey M. Hearne, Esq.

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PHCD Response to Comments from Legal Services of Greater Miami, Inc.  
September 14, 2015

A. Admissions and Continued Occupancy Policies (ACOP)

1- No Trespassing and Barring Policy (I. E.) p. 6

See discussion below regarding trespass policy.

**PHCD Response:** Refer to comment #18.

2- Interviews and Verification Process (II. G. 8. o.) p. 33

We continue to see PHCD include uncollected child support in annual income. We suggest deleting the phrase "or has not been paid or received as directed by the Court for more than 3 months." This language creates confusion and leads to situations where a tenant is receiving partial child support payments, yet PHCD staff wants to use the full child support award to calculate the rent. Better language would be: "Uncollected child support is not household income." This is simple, clear, and prevents a tenant from being charged rent on income she never received.

**PHCD Response:** This is a duplicate comment from last year. As stated in PHCD's response last year, PHCD disagrees with the suggested language that uncollected child support is not household income. 24 CFR Part 5.609 (B.7) states that periodic income (i.e. child support) is to be counted towards the family anticipated annual income. Therefore, unless it is demonstrated that the child support has not been received for over 3 months, or that only partial payments were received, it must be counted towards the calculation of anticipated income.

3- Denial of Assistance -Monies Owed (II. J. 2) p. 36

In Florida, the statute of limitations on a debt owed to the PHA is 5 years. After the statute of limitations, the debt is uncollectable and should not be a basis to deny an application. In the original discussion of the Section 8 regulations, HUD stated: "The PHA may not deny assistance if the debt has been paid, or is not valid for any reason (e.g., a rent claim extinguished by the statute of limitations)." 49 Fed. Reg. 12,215, 12,218, *see also Solomon v. Hous. Auth. of Pittsburgh*, 2006 WL 6666739 (W.D. Pa. 2006). Additionally, trying to collect on a debt that is time barred may be a violation of the Florida Consumer Collections Practices Act.

**PHCD Response:** This is a duplicate comment from last year. HUD requires maintaining records of past debts in HUD's nationwide EIV system for 10 years (HUD Form 52675) only for purposes of determining eligibility for admission, not for collection purposes. Per 24 CFR 982.552 and 960.203, the PHA may deny admission if the family is not suitable for tenancy, including unacceptable past performance in meeting financial obligations. The ACOP also states that the family can provide proof of debt cancellation to avoid denial of assistance.

4- Denial of Assistance –Criminal Activity (II. J. 4) p. 36-37

PHCD should delete the word "arrest" from paragraph a. The D.C. Circuit Court of Appeals, in *Utz v. Cullinane*, 520 F.2d 467 (D.C. Cir. 1975), held that "a collection of dismissed, abandoned or withdrawn arrest records are no more than gutter rumors when measured against any standards of constitutional fairness to an individual..." Instead, PHCD should change this section so that it refers to an applicant who has a pattern of engaging in criminal activity.

As we have suggested previously, criminal records used to deny housing applications should be

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included with the notice. The risk of improper disclosure is minimal. If PHCD is concerned about liability for improper disclosure, PHCD can include a waiver and authorization on the next housing application when the waiting list opens. Additionally, PHCD continues to use notices which fail to identify the specific criminal activity which caused PHCD to issue a denial notice.

We encourage PHCD to reduce the look back period to 5 years. This will properly balance PHCD's interest in a safe community and the need for people with prior criminal histories to secure stable housing. If the person has not engaged in criminal activity in the last five years, they have demonstrated an ability to be a suitable tenant and productive member of society.

Paragraph (4)(2)(c) should be deleted because PHCD cannot create a permanent ban for violent criminal activity. Pursuant to the federal regulations, PHCD must establish a reasonable look back period.

**PHCD Response:** This is a duplicate comment from last year. As stated in PHCD's response last year, paragraph (a) was revised to substitute any "pattern of arrest" to instead specify a "pattern of arrest for engaging in criminal activity".

Regarding the comment that criminal records should be provided with the notice of denial of assistance, as stated in last year's response, the criminal records are handed directly to applicants at the time of their eligibility interview and cannot be mailed with the notice as it opens the possibility of improper release of information. Per 24 CFR 5.903 (e through h), criminal records must not be improperly disseminated under penalties for improper release of information. PHCD's denial notices were revised to include space for staff to enter the date(s) and charge(s).

Regarding the comment to reduce the look back period to 5 years and permanent ban for certain types of violent criminal activity, as stated in last year's response, 24 CFR 960.203 provides for the PHA to set its own standards in the prescribed period of time after a disqualifying behavior. Therefore, PHCD will continue to permanently deny assistance for the listed types of violent criminal activity and will continue using 10 years to look back for other criminal activity.

5- Applicants and Residents Claiming Mitigating Circumstances (II, K, 2.) p. 38

In paragraph 2, the reference to the pattern of arrests should be deleted. It could be changed to "a pattern of engaging in criminal activity."

**PHCD Response:** This is a duplicate comment from last year. As stated in PHCD's response last year, the ACOP was revised to substitute "pattern of arrest" with "pattern of arrests for engaging in criminal activity".

6- Administrative Requirements for Transfers (V. D. 3.) p. 59

We oppose decreasing the time PHCD gives to families that must transfer to another unit. For low-income families it can be expensive and difficult to move. PHCD should allow these families 30 days to relocate.

**PHCD Response:** Disagreed. A resident requesting a transfer is aware that they will be incurring the cost of moving to another unit and therefore should start planning for such a move. Once the



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transfer is approved and a resident accepts a housing offer to relocate, it may take up to 10 days before an appointment is scheduled to sign the dwelling lease to the new unit. Upon signing the lease, the resident is granted another 15 days to complete the relocation.

7- Relocation of Residents (V. F. 2) p. 60

We oppose removing the word "unsafe." The Housing Act and the HUD regulations require a public housing authority to provide decent and safe housing. Statutory and regulatory requirements cannot be deleted from the policies. See 42 U.S.C. §1437d(l)(1)(3) and 24 C.F.R. §966.4(e).

**PHCD Response:** PHCD agrees that regulations require that housing be decent and safe; however, the word "safe" has often been misconstrued to mean safe from crime, whereas the intent of these regulations is to keep housing safe from structural defects or disrepair. Therefore, PHCD has revised language in its documents to better reflect the regulations' intent.

8- Reexamination (VI. C. 3. g.) p. 62

We oppose imposing an immediate rent adjustment on "A family that was previously zero income" and this language should be deleted. A family that has gone through a period with no household income has been hurting financially. Allowing these families to have additional time before the rent increases will help them recover from their financial hardship.

**PHCD Response:** Disagreed. When researching how to handle zero income families, it was found that some PHAs require zero income families to come in for recertification and rent adjustments at least twice a year, or even as often as quarterly. PHCD's requirement is lenient in comparison.

9- Adjusting Rent between Regular Reexamination (VII. A. 2. b.) p. 67

The last sentence in this section needs to be amended: "Failure to report an increase in income which would have increased the rent, will result in a back charge retroactive to the effective date of the change." As written, a tenant could be charged for failing to report a change of income which would not have increased the rent.

**PHCD Response:** All income increases must be reported within the timeframe allowed, even if it would not increase the rent.

10- Lease Termination Procedures –Criminal Activity (VIII. A. 5. f.) p. 70

This paragraph should be deleted and is not applicable to terminations. A termination from public housing will result in an eviction filed in county court. PHCD will be required to prove a lease violation and it will have to comply with the rules of evidence.

**PHCD Response:** Disagreed. This section discusses basis for termination. The purpose for including this specific paragraph is to clarify that terminations do not apply in situations of a single arrest where charges were dropped, dismissed, etc. The paragraph also refers the reader to a different chapter where additional information can be found.

11- Grievance Policy - Applicant's Informal Reviews (IX. A.) p. 73

See comments above about providing criminal records to applicants and including the specific

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basis for the denial in the notice.

**PHCD Response:** As stated in last year's response, the criminal records are handed directly to applicants at the time of their eligibility interview. Also, PHCD's denial notices were revised to include space for staff to enter the date(s) and charge(s).

12- Grievance Policy –Hearing Officer or Hearing Panel (IX. E.) p. 76

It has been PHCD's practice to provide a packet of information and documents to members of the hearing panel prior to the hearing. A copy of the packet is not given to the resident. This is improper because the hearing panel should not receive any documentation outside of the hearing process, otherwise the tenant may not have the opportunity to respond to the document. To prevent this from happening, the following sentences should be added to this section: "Prior to the hearing, PHCD staff shall not communicate with any member of the hearing panel about the substance of grievance. PHCD staff shall not provide any documents to the hearing panel members prior to the grievance hearing."

**PHCD Response:** This is a duplicate comment from last year. The packet to which you refer consists merely of a copy of the same termination notification provided to the tenant and the grievance request form filled out by the client. No other information regarding the case is provided.

13- Grievance Policy –Hearing Officer or Hearing Panel (IX. F. 4.) p. 78

The additional language "including the decision of the PHCD employee participating in the panel" should be deleted. It is unclear what this means. If it means that the PHCD employee must be in the majority decision, then there is no purpose to the other members of the panel. This phrase should be deleted.

**PHCD Response:** Disagreed. A panel consisting of a minimum of three persons is necessary for purpose of objectivity.

14- Annual Income (XII. A. 7.) p. 84

See comments above regarding clarifying language for child support: "Uncollected child support is not household income."

**PHCD Response:** See response to comment # 2.

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**B. Community Policies**

15- Decent and Safe Housing p. 1

The Housing Act and the HUD regulations require a public housing authority to provide decent and safe housing. Statutory and regulatory requirements cannot be deleted from the policies. See 42 U.S.C. §1437d(l)(1)(3) and 24 C.F.R. §966.4(e).



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**PHCD Response:** See response to comment #7.

16- Conduct (XIV. I. & J.) p. 14

These paragraphs should be deleted because this policy may cause a tenant to remain silent and refuse to contact the police when a crime is occurring, out of fear of an eviction. This is especially problematic for victims of domestic violence and the exception in paragraph J does not sufficiently address the problem.

**PHCD Response:** These sections pertain to resident-caused disturbances or violations. PHCD is aware of domestic violence victim protection under VAWA and has reiterated as such in its policies.

17- Resident Grievance and Appeal Procedure (XXIV.) pp. 18-6

Same comments as above regarding the Grievance Policy.

**PHCD Response:** Refer to previous responses to comments # 11, 12 and 13.

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**C. Appendix V -No Trespassing and Barring Policy**

18- While this policy is well-intended, we do not support the policy in its current state because it is overbroad, does not have sufficient procedural protections, and is poorly written.

Most importantly, this policy impermissibly interferes with a tenant's right to invite guests. In Florida, a landlord does not have the right to deny entry to a person the tenant has invited to the property. *L.D.L. v. State of Florida*, 569 S.2d 1310 (1st DCA,1990). And, a public housing authority cannot include a lease provision which gives it the right to bar invited guests. *Diggs v. Housing Authority of Frederick*, 67 F.Supp. 2d 522 (D. Md. 1999); 42 USC § 1437d(l)(2) and 24 CFR § 966.4(d)(1). Any trespass policy must make the right to invite guests explicit.

The policy also has the potential to interfere with familial relationships. In 2009, public housing tenants sued the Housing Authority of the City of Annapolis (HACA) over its trespassing policy and ban list. The HACA policies kept some public housing tenants from inviting family members to their homes because the family members were on the ban list. The Housing Authority ultimately settled the case by paying damages to the plaintiffs and changing its policies. PHCD's policy, as written, could have the same negative impact on tenants and their family members.

We are also concerned that this policy gives too much discretion to the police. The policy gives police officers the right to stop anyone on the property, request identification, and demand "evidence" that the person has a legitimate reason to be at the property. It is unclear what type of evidence someone would have when visiting a friend or family member. Those visitors, without "proper evidence" as determined by the police officer, will be told to leave. The only way for the visitor to challenge the officer's determination is to face arrest. The policy must have a procedure for a lawfully invited person to challenge the police officer's determination. We are also concerned that this policy will not be enforced equally across PHCD properties, raising potential equal protection concerns based upon race.

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This policy is not well-written and should not be approved in the current draft. In the overview section, the policy includes the wrong citation to Florida law. Section B is unclear, contains a double-negative, and has several grammatical errors. The meaning of this section is uncertain. It is unclear whether unauthorized visitors have to engage in the listed crimes to be barred. The first paragraph suggests that all uninvited visitors can be banned, but the second paragraph suggests that the person must engage in one of the listed crimes to be banned.

In Section C. 3, it is unclear whether the "trespass warning" means that the person will be placed on the "bar list." The last sentence suggests that the person is only placed on the "bar list" when they return to the property, but that contradicts other parts of this policy. Also, the first sentence in this section is not grammatically correct.

Section D regarding the "Barment Notice" lacks a sufficient description of the procedures for sending this notice. It does not state who sends the notice to the person or how the notice will be sent. The policy does not explain how long the barment will last. The word "permanent" is misspelled, and the sentence is not grammatically correct. It is unclear when the barred person will be allowed to use the grievance procedure, and this trespass policy must be specific as to the grievance procedures available.

As mentioned above, Section E violates the right of a public housing tenant to invite guests to the property. Any notice sent to a public housing tenant must give the tenant the right to file a grievance and challenge the alleged association and the decision to ban the guest. This trespass policy must explicitly reference the right to a grievance.

In Section H, paragraph 2, it is unclear what PHCD is trying to prevent or how a tenant might help someone violate the trespass policy. As discussed above, the tenant has a right to invite guests to the property. Also, this sentence contains a grammatical error.

**PHCD Response:** This comment will be taken under consideration. However, to clarify, guests must not threaten the health, safety or right to peaceful enjoyment of the premises by other residents (24 CFR § 966.4 (f)(11) and (f)(12)(i)). Also, guests must refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project (24 CFR § 966.4 (f)(9)).

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**D. Lease**

19- Unauthorized Occupants (I.5.i.) p. 3

This term is not used anywhere in the lease and it does not need to be defined.

**PHCD Response:** Disagreed. Article IX, item 4, states that accommodation shall not be provided to boarders. The referenced definition clarifies that such boarders are unauthorized.

20- Late Charges -(IV.4.) p. 7

This should be amended to clarify that if a tenant pays the rent on time in a given month, the late fee will not be charged for that month.

**PHCD Response:** This comment will be taken under consideration.



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21- Transfers (VIII. 1.) p. 9

As discussed above, we oppose the change to 15 days.

**PHCD Response:** See response to comment #6

22- Resident Obligations - Trespass (IX. 14.) p. 10

See comments above. PHCD cannot bar a tenant from having an invited guest visit the property. Under the current lease, the tenant is responsible for the activities of the invited guest during the period of invitation.

**PHCD Response:** See response to comment #18.

23- Resident Obligations - Criminal Activity (IX. 15.) p. 11

This paragraph is confusing and departs from the language of the regulation. We recommend that the lease use the language from the regulation, 24 C.F.R. §966.4(l)(f)(12):

- Assure that the Resident, any member of his/her household, or a guest engages in: (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of Landlord; or (b) any drug-related criminal activity on or off the premises.
- Assure that no other person under the Resident's control engages in: (A) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of Landlord; or (b) any drug-related criminal activity on the premises.

**PHCD Response:** This section reflects PHCD's current policy as written.

24- Landlord Obligations (X. 1-5) p. 11

PHCD cannot make these changes to the lease. These lease provisions are required by federal law. See 24 C.F.R. §966.4(e).

**PHCD Response:** See response to comment # 7.

25- Unit Defects (XII. 2) p. 13

When a unit is uninhabitable, the regulations do not allow PHCD to deny a transfer if the tenant caused the damage. However, the PHA can charge the tenant for repairs. See 24 C.F.R. §966.4(h)

**PHCD Response:** This comment will be taken under consideration.

26- Termination of the lease (XV. f. iv.) p. 14

As discussed above, this section can be deleted because PHCD will have to prove any lease violation in court.

**PHCD Response:** See response to comment #10.

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September 14, 2015

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**E. Section 8 Administrative Plan**

27- Purpose of the Plan (1.1, 8.) p. 9

As discussed above, we oppose removing the words "decent, safe, and sanitary."

**PHCD Response:** See response to comment # 7.

28- Denial of Assistance - Monies Owed (2.7, 8.) p. 25

See ACOP comments for II. J. 2.

**PHCD Response:** See response to comment # 3.

29- Denial of Assistance – Criminal Activity (2.7 D.) p. 26

See ACOP Comments for II. J. 4.

**PHCD Response:** See response to comment # 4.

30- Applicants and Tenants Claiming Mitigating Circumstances (2.8) p. 27

See ACOP Comments for II. K.

**PHCD Response:** See response to comment # 5.

31- Applicant Selection System (2.10, E.) p. 31

There is no local residence preference included in PHCD's Annual PHA Plan. Reference to 24 CFR 960.206 is misplaced because that regulation applies to public housing.

**PHCD Response:** The reference to local residence preference will be corrected to reflect the correct CFR for the Section 8 program.

32- Third Party Verifications (2.11, G. 14) p. 36

See ACOP Comments for II. G. 8. o.

**PHCD Response:** See response to comment # 2.

33- Annual Income (7.2 G) p. 54

See ACOP comments for II. G. 8. o.

**PHCD Response:** See response to comment # 2.

34- Payment Standard (8.1) p. 61

The link is not correct. As discussed below, Legal Services supports PHCD increasing the payment standard to affirmatively further fair housing and deconcentrate poverty.

**PHCD Response:** The link will be corrected. See response to comment #37 on the payment standard.



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35- Housing Quality Standards (10) p. 63

The regulation 24 CFR 5.703 does not apply to the Section 8 voucher program. (5.701(a) indicates this part of the regulations only applies to the programs referenced in 24 CFR 200.853(a), and it does not reference the voucher program). The reference to 24 CFR 982.401 should remain. We also oppose removing "decent, safe, and sanitary condition" from the plan.

**PHCD Response:** See response to comment # 7.

36- Interim Recertification (15.2) p. 73

See ACOP Comments for VI. C. 3. g.

**PHCD Response:** See response to comment # 8.

37- Expanding Housing Opportunities (20.1) p. 78

PHCD includes language about encouraging families to search for housing in areas of low poverty and minority concentrations, but because PHCD's payment standard for most bedroom sizes is close to 90% of FMR, PHCD has made it difficult for a Section 8 tenant to access high opportunity neighborhoods. This is especially true for those participants with extremely low incomes who have a significantly lower shopping range. Voucher holders often contact Legal Services because they are unable to find housing using their voucher due to the low payment standard. Last summer, we took the apartment listings provided to participants in the Section 8 office. Of the 120 units listed, only three units were in census tracts where the poverty rate was less than 10%. 42 units were in census tracts with poverty rates between 30 and 39.99% and 40 units were in census tracts with poverty rates exceeding 40%. PHCD must raise the payment standard; otherwise, Section 8 vouchers will primarily be used in areas of high poverty and low opportunities.

**PHCD Response:** This is a duplicate comment from last year. As stated in PHCD's response last year, PHCD revises the Section 8 payment standards in accordance with USHUD's FMR authorized range. However, to better assist our clients, maps will be provided at the voucher briefing showing areas where rents may be more affordable. At this time, raising the payment standards is not an option as it would reduce the amount of available funding to assist additional clients.

38- Grounds for Termination of Assistance (27.1 A. 5. d.) p. 99

The language regarding a "pattern of repeated arrests" must be deleted. It should be changed to "or when there is a pattern of engaging in criminal activity within the last ten years that may threaten ..."

**PHCD Response:** See response to comment # 5.

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**F. Additional comments**

39- PHCD should strive to insure that Section 8 voucher participants are included in the process of setting its policies. While the resident councils in public housing provide a structure to solicit

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comments from public housing residents, 24 CFR 903.13(b)(3) requires that the PHA make sure that the Resident Advisory Board has reasonable representation of families receiving Section 8 vouchers. PHCD has not done this.

**PHCD Response:** This is a duplicate comment from last year. On the contrary, for some time now, PHCD has attempted to include Section 8 voucher clients in the Resident Advisory Board (RAB). A request for Section 8 voucher clients to act as volunteer RAB members resulted in only 2 clients responding or having interest in participating. Both of these clients were invited to the August 3, 2015 RAB meeting to discuss the document changes. Copies of PHCD's Section 8 Administrative Plan were distributed at the meeting and major changes in the Administrative Plan were presented at the meeting by a representative from the Section 8 contractor.



**From:** PHA Public Comment (PHCD)  
**To:** [Martinez, Carlos \(PDO\)](#)  
**Subject:** RE: PD11 comment on Appendix V  
**Date:** Friday, August 28, 2015 8:42:48 AM  
**Attachments:** [PD11 Comments on Appendix V FINAL 082615.pdf](#)

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Mr. Martinez:

This is to inform you that we are in receipt of your comments and will take them under consideration.

Thank you,

Miami-Dade Public Housing and Community Development (PHCD)  
<http://www.miamidade.gov/Housing/>

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**From:** Carlos J. Martinez [<mailto:cmartinez@pdmiami.com>]  
**Sent:** Wednesday, August 26, 2015 1:28 PM  
**To:** PHA Public Comment (PHCD)  
**Subject:** PD11 comment on Appendix V



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August 26, 2015

Michael Liu  
Director  
Miami-Dade Public Housing and Community Development Department  
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Miami, FL 33136  
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Dear Mr. Liu and Department Members,

As the elected Public Defender for the Eleventh Judicial Circuit, which is co-extensive with Miami-Dade County, I am grateful for the opportunity to provide comments on the proposed community policies, specifically Appendix V, the No Trespassing and Barring Policy. My office is familiar with the issues surrounding this policy, as we are often appointed to represent defendants who are charged with trespassing on public housing property.

While the intentions of this policy are good—decreasing the likelihood that residents of public housing will be victims of crime—the actual policy as written unnecessarily exacerbates the divide between the police and the citizens who they are to protect.

The fundamental problem is that the policy gives unfettered power to the police, and fails to respect tenants' common-law and constitutional right to welcome friends and family members into their homes. Based on my office's experience litigating these trespass cases, I would recommend modifying or eliminating seven aspects of the proposed policy.

First, the proposed policy says that the list of presumably "unauthorized persons" "may include *but are not limited to* persons who are not" and then lists several categories of persons. Reading through the confusingly-drafted double negative, that language means that the list of who is an unauthorized person is undefined and subject to complete police discretion. Such unchecked power leads to resentment and anger



when the police (inevitably) make a mistake, furthering the already-substantial dissonance between the police and the community.

Moreover, the definition of "unauthorized persons" in subsection B.1.h. includes one who "engage[s] in other behavior that substantially interferes with the right, comfort, convenience and or safe and peaceful enjoyment of the premises." This vague, catch-all language also grants the police complete discretion to issue a trespass warning to, or bar<sup>1</sup>, anyone.

Second, even without those vague catch-all phrases, the proposed policy does not address the required level of certainty that misbehavior occurred before a person can be barred. There is not even a requirement that the person be arrested for any crime, which requires only the very low threshold of probable cause. From my experience, many people suspected of, and even arrested for, crimes are innocent. By not specifying a standard, the policy appears to empower police to issue trespass warnings on the vaguest hunch. Again, the policy leads to resentment at unchecked police discretion.

Third, there is no requirement of any police investigation prior to issuing the warning. My office handles too many cases where police arrest a person for trespass who is actually an invited guest. Police officers too often presume that someone is not an invited guest, employing a host of cultural and racial presumptions. This Department's policies ought to recognize this reality, and not shape its policy to give those presumptions free reign. The officers should be required to conduct at least a minimal investigation before issuing a trespass warning, for example by verifying, either in person or over the telephone, whether the subject is in fact a tenant's invited guest.

Fourth, the policy places the burden of proof on the wrong party by requiring non-tenants "to provide such evidence as may be required to demonstrate[] that such person has a specific legitimate purpose for being on the development premises." In America, citizens do not take kindly to having the police challenge them to "state your business." That is a hallmark of police states. This dislike is especially intense in Miami, where many citizens have fled repressive police states.

One of the chief reasons for this dislike is that proving a legitimate purpose is often overwhelming or impossible. No one going to visit their mother should have to carry their birth certificate (to prove that she is their mother) and a copy of her lease (to prove where she lives). Most people no longer follow formal etiquette on issuing written invitations, so the guest would not have them to show a police officer. Much of the enjoyment of life is just hanging out with friends. The point of hanging out is to have no

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<sup>1</sup> As written, the policy appears have a two-step process: first a trespass warning is given, then, if violated, the person is then barred from the property. What is unclear is what, if anything, is the legal difference between a trespass warning and being barred. As there seems to be no difference in the law—both would result in the same charge of trespass after warning—those terms will be used interchangeably in the remainder of these comments.



purpose—almost the antithesis of being able to prove “a specific legitimate purpose.” But those times of relaxation become suspicious in the eyes of police officers who have lost trust in the community they are serving. Instead, the policy should place the burden on the police officer to investigate.

Fifth, the barment is permanent. Even if someone has no legitimate interest at one time, does not mean the situation or the person cannot change. A family member may move into the housing. A child may be born that the person needs to care for. A once-strained friendship or family relationship may be mended, resulting in a person being invited into the public housing complex when previously no invitation was forthcoming. There needs to be some recognition in the policy that trespass warnings after certain period of time become stale and expire of their own accord.

Additionally, the policy needs to include a clearly defined mechanism to lift the bar as situations or people change. Section D of the proposed policy hints at allowing the bar to be lifted in undefined “special circumstances.” But the proposed policy gives no one the responsibility to decide what constitutes a “special circumstance,” nor any guidance as to what such a circumstance might be. The vague reference to “appropriate grievance procedures” in that same section is also inadequate because any such grievance procedure does not appear to have jurisdiction over the police officer issuing the trespass warning. Even if a person were to prevail in a grievance procedure, the police warning would still be in effect and returning would constitute trespass after warning by a person authorized to issue warnings.

Sixth, there is no one to watch the watchman in this policy. Democracy and freedom depend on a series of checks and balances to avoid unlimited discretion in any one party. Usually, the criminal justice system (ultimately including the public in the form of a jury) monitor police officer arrests and make decisions about the validity of those arrests. Under the policy as proposed, however, there is no neutral decision maker checking on when the police officer can issue trespass warnings. Once that warning becomes the basis for a subsequent arrest for trespass after warning, only the occurrence of the warning is at issue, not whether the warning was appropriate. In effect, the police become their own judge and jury on whether the trespass warning was correctly issued.

Seventh, the common thread running through all of these issues is that the police officer’s judgment of who should and should not be on the property, as an agent of the landlord, is valued over the tenants’ judgments. Thus section E of the proposed policy contemplates that the barred person may be “a household member, family member, friend, authorized guest, or otherwise connected with the tenant.” Worse yet, if a tenant “assist[s] another in violating this policy,” presumably by inviting a barred person to visit their home, rather than the person now becoming an invited guest, the tenant is subject to eviction under section H.2. Therefore, if the police incorrectly bar a family member or friend who was a family member or invited guest, continuing to extend an invitation to that person can result in eviction. The wisdom of the common law is to the contrary,



which places that authority in the tenant. "A landlord generally does not have the right to deny entry to persons a tenant has invited to come onto his property. This law also applies to the common areas of the premises." *L.D.L. v. State*, 569 So. 2d 1310 (Fla. 1st DCA 1990). The proposed policy is disrespectful of the tenants' autonomy and would foster animosity towards the police who attempt to enforce it.

Additionally, placing of unbridled discretion on the police officers would violate procedural due process. The first part of this constitutional analysis looks at the fact that this policy impacts several liberty interests. The tenants have right to association with family and friends. See *Roberts v. U.S. Jaycees*, 468 U.S. 609, 619-20 (1984); *Moore v. City of East Cleveland*, 431 U.S. 494, 503-06 (1977). Moreover, who a person does and does not invite into their home is at the very core of the federal protections of privacy. See *Florida v. Jardines*, 133 S. Ct. 1409, 1414-16 (2013). Additionally, the broader Florida Constitutional right to privacy covers personal autonomy, *Rasmussen v. South Florida Blood Service, Inc.*, 500 So. 2d 533, 535 (Fla. 1987), and few things are more central to personal autonomy than decisions about where to be, who to be with, or who can come into the home. See *State v. J.P.*, 907 So. 2d 1101, 1115 (Fla. 2004); *Beagle v. Beagle*, 678 So. 2d 1271, 1275 (Fla. 1996). All of those rights would be burdened by the policy.

The second step then looks at what process is due under the balancing test in *Matthews v. Eldridge*, 424 U.S. 319, 335 (1976). Due process usually requires notice before deprivation unless there is some exigency. *Department of Law Enforcement v. Real Property*, 588 So. 2d 957, 963 (Fla. 1991). Here, the policy allows immediate deprivation without any apparent emergency. If there had been some need for immediate action, such as actual criminal activity, the person would have been arrested. Even if that person were then released pending trial, that person would be subject to pretrial release conditions, which often include stay-away orders, thereby obviating the need for deprivation before a hearing.

Moreover, due process usually requires a hearing before a neutral decision maker. *Ridgewood Properties, Inc. v. Dep't of Cmty. Affairs*, 562 So. 2d 322, 323-24 (Fla. 1990) ("An impartial decisionmaker is a basic constituent of minimum due process.") (quoting *Megill v. Board of Regents*, 541 F.2d 1073, 1079 (5th Cir. 1976)). The police officer who issued the trespass warning is not a neutral decision maker to decide if the correctness of issuing that warning. Any grievance procedure does not appear to have any control over the police officers who issued the warning, nor any way to expunge that warning from the police department computers.

Finally, there is an independent due process violation in the vagueness of the catch-all ground for exclusion in B.1.h. and the "may include but are not limited to" language. This proposed policy "invites arbitrary and discriminatory enforcement" and is therefore unconstitutional. See, e.g., *Wyche v. State*, 619 So. 2d 231, 236 (Fla. 1993).

Re: PD11 Comments on Appendix V  
August 26, 2015  
Page 5 of 5

In conclusion, I would strongly recommend that the Public Housing and Community Development Department reconsider this proposed policy and correct it to give the tenants, the persons who are supposed to be protected by this policy, a much greater voice in determining from whom they do and do not need to be protected.

Sincerely,

A handwritten signature in cursive script that reads "Carlos J. Martinez". The signature is written in black ink and is positioned above the printed name and title.

Carlos J. Martinez  
Public Defender



**From:** PHA Public Comment (PHCD)  
**To:** "Alana Greer"  
**Subject:** RE: ACOP Comments Submission  
**Date:** Monday, August 31, 2015 12:35:56 PM  
**Attachments:** ACOP Comments Aug 30 2015.pdf

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This is to inform you that we are in receipt of your comments and will take them under consideration.

Thank you,

Miami-Dade Public Housing and Community Development (PHCD)  
<http://www.miamidade.gov/Housing/>

**From:** Alana Greer [mailto:[alana@communityjusticeproject.com](mailto:alana@communityjusticeproject.com)]  
**Sent:** Sunday, August 30, 2015 6:51 PM  
**To:** PHA Public Comment (PHCD)  
**Subject:** ACOP Comments Submission

Dear Mr Liu and Department Members,

Attached please find comments on the proposed Admission and Continued Occupancy Policies of the Miami-Dade Housing Agency on behalf of the Community Justice Project and Miami Workers Center.

**Alana Greer**  
Community Justice Project, Inc.

email: [alana@communityjusticeproject.com](mailto:alana@communityjusticeproject.com)  
website: [www.communityjusticeproject.com](http://www.communityjusticeproject.com)  
twitter: [@cjpmiami](https://twitter.com/cjpmiami)

**COMMENTS BY THE COMMUNITY JUSTICE PROJECT AND MIAMI WORKERS CENTER  
ON THE PROPOSED ADMISSION AND CONTINUED OCCUPANCY POLICIES OF THE  
MIAMI-DADE HOUSING AGENCY**

August 30, 2015



*The Miami Workers Center is a social change nonprofit organization that fights for social, racial, economic and gender justice in Miami, Florida. They work to unite and grow the power of low-income Latinos and African-Americans from some of the most vulnerable neighborhoods of Miami, such as Liberty City, Wynwood, Allapattah and Little Havana.*



*The Community Justice Project, Inc. is a non-profit law firm which represents community organizations in their campaigns for racial justice and human rights.*

We have had an opportunity to review the submission on the Admission and Continued Occupancy Policy (ACOP) submitted by Legal Services of Greater Miami, Inc. and support and agree with their thoughtful comments. We are submitting these additional comments to focus on just one aspect of the ACOP, the overreliance on criminal history and contact with the criminal justice system to bar and evict families from affordable housing in the county. The criminalization of communities of color, and in particular Black communities, in Miami-Dade is rooted in structural racism, over-policing, and a racially biased criminal justice system. By allowing these interactions with the police, which have become a virtually unavoidable fact of life, to be a barrier to stable, affordable housing for entire families, policies like the current ACOP proposal tear apart the social fabric in our communities, make them less safe and more economically insecure, and perpetuate systemic and structural racism.

The failure of “zero tolerance” and “tough on crime” policies begun in the 1980s is clear. The United States has 5 percent of the world’s population, yet it has 25 percent of the world’s prisoners. More black men serve time in our correctional system today than were held in slavery in 1850. Increasingly, think tanks and researchers on the right and the left have condemned the resulting mass incarceration as ineffective and wasteful.

For instance, while studies show that marijuana use is equal among all races, the arrest rate for marijuana related offenses in Miami-Dade County in 2010 was over four times as high for Blacks than Whites. And a recent CBS4 review of more recent arrests showed that over 55% of the arrests during that period were of Black residents, even though they constitute only 20% of the population.

Miami-Dade should aspire to standards that respect and uplift basic human rights principles. Increasingly local governments have begun to do just that, by examining and readjusting policies that magnify the unfair and discriminatory determinations of the criminal justice system. Miami-Dade County has changed the charging process for a number of minor offenses to incentivize civil citations over arrests. Homeless programs have almost universally adopted a “housing first” model providing stable housing regardless of the past history of the homeless person and then providing resources. The Miami-Dade and Broward School Districts, citing the increasing evidence that these punitive measures don’t make schools safer, but instead make them less equal, are significantly reforming their discipline system rejecting the criminal justice approach and relying instead on in-school restorative justice practices designed to address root causes



rather than exacerbate them. Local governments in Tampa and Jacksonville have changed their hiring policies and eliminated the automatic elimination of anyone with any criminal history through Ban the Box measures. In Newark, NJ and San Francisco, CA, these protections have been extended not just to initial applications for public and subsidized housing, but to private landlords as well.

Indeed U.S. Department of Housing and Urban Development has on several occasions recently reminded housing providers to balance screening protocols with the importance of reuniting ex-offenders with their families. HUD found that such family unifications greatly decreased the likelihood of repeat offenses.

In the face of this ongoing movement, this Miami-Dade Public Housing policy is an outlier that magnifies and exacerbates the racially discriminatory impacts of the criminal justice system. When examining the criminal and drug related provisions of the ACOP it is important to distinguish between what the Agency must do and what it can do. Federal law **requires** the PHA to not admit certain people with a narrow list of criminal convictions. But that list is extremely limited. However, federal law also grants discretion to the local housing authority to refuse to admit a much larger group. Miami-Dade Public Housing takes full advantage of that discretion (and possibly beyond legally permissible bounds) to penalize applicants and residents.

#### **INITIAL ELIGIBILITY SCREENING**

Federal law requires that the PHA to look at criminal history but it only requires rejection if the applicant if they

- Must register as a lifetime sex offender in any state; OR
- Have ever been convicted of manufacturing methamphetamine in federally assisted housing.

These are the only two absolute prohibitions.

In addition, federal regulations also **require** that the PHA reject an applicant if the applicant has **been evicted** from federally assisted housing for drug-related criminal activity within the past 3 years. **HOWEVER**, this requirement is **not absolute**. A PHA can waive that requirement (but is not required to) if you have completed a drug treatment program approved by the PHA or otherwise demonstrated that the activity is not continuing.

These requirements are the only criminal record requirements of federal law for admissions. However federal law also gives local PHAs wide discretion to impose additional and longer restrictions. And Miami-Dade PHA takes advantage of these options.

For example, Miami Dade County imposes a ten year exclusion for an arrest (at times even without conviction) of the following:

- a. Any drug related activities, including but not limited to, eviction or termination from federally assisted housing due to drug activity;
- b. Violent criminal activity which is defined as a crime which has as an element the use, attempted use or threatened use of force to cause nontrivial injury to a person **or property**;

- c. Other crimes which may threaten the health, safety or right to peaceful enjoyment of the premises – including disturbing the peace, crimes against property, as well as vandalism.
- d. Abuse of alcohol.

Thus Miami-Dade County has expanded the federal rule to apply to any drug related “activity” or property crime and expanded the length of the penalty to ten years.

Miami-Dade County ACOP states that with respect to drug and alcohol abuse the PHA may take into account mitigating circumstances. However one of the most common mitigating factors is the removal of the family member with the conviction from the household. Thus a household with a family member with a minor marijuana conviction is forced to break up the family in order to receive public housing. Unlike the School Districts, the Homeless Providers and all others looking at this problem, at the very time when additional services might make the difference in the future of the household, the Housing Authority ignores the possibility and virtually insures the destruction of the household and possibly even the homelessness of the convicted member.

## **EVICCTIONS**

This “broken windows” enforcement policy is continued in the ACOP policies governing evictions. Federal law only **mandates** evictions for anyone who manufactured or produced methamphetamine in federally assisted housing. However, Federal law **permits but does not mandate** evictions, if the local PHA choose to do so, for:

- Drug related criminal activity in, on or off the premises by any tenant, member of a tenant’s household or guest, or other person under the tenant’s control;
- Illegal drug use which interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants;
- Any criminal activity by a covered person that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or persons residing nearby.

Miami-Dade County ACOP **mandates** the eviction of any person/household in those circumstances, unless “mitigating circumstances” can be shown. Moreover the Agency’s definitions go on to further expand the bases for eviction. At one point the ACOP states that a household can be evicted for activity based solely on a pattern of arrests, without the necessity of a conviction. And again the ACOP encourages the “mitigating circumstance” of permanently removing the offending family member from the household. So, again, at the moment when the household could profit from services, instead the household is pressured to cast out the person perhaps most in need.

## **BARRING POLICY**

This misguided approach is further exacerbated by the addition in this year’s ACOP of a requirement that any members evicted or removed from a household be forever banned from visiting his or her family at their home under penalty of arrest. The ACOP states that the Agency is adopting a *No Trespassing and Barring Policy* for its Public Housing developments. A permanent and overly broad “no trespass” listing of people who have been terminated from the program as a result of drug, violent and non-violent criminal activities, will be posted at each development, allowing for the immediate arrest of anyone on the list. The barring will be permanent.



As is demonstrated by the foregoing, the ACOP and eviction practices require a thorough rethinking. The process should not be dictated solely by management but should include the full participation of the residents as well as the local community. Nor can the process be reduced to the false binary choice of neighborhood safety versus individual consideration. As has been accepted by so many others, including the school system, the homeless services system and increasingly the criminal justice system itself, ever increasing punishment has failed. While the overhaul of the screening and eviction practices for criminal and drug related activity may be a longer term project there are certain elements that should be included in any revision:

- (1) With respect to criminal and drug related activity, the initial screening should include only the mandatory federal exclusions. Once a household meets these minimum requirements, a process should be developed involving significant resident participation and available social services to assess the suitability of any households with background concerns over and above those minimum requirements.
- (2) Similarly with respect to any eviction for criminal and drug related activity, there should be a similar process developed involving significant resident participation and available social services which must assess each case and exhaust all services and reasonable alternatives before recommending eviction.
- (3) At both the initial screening and the eviction stage the separation of the family should be a last alternative only if no other reasonable options are available. The separation of the household member must be seen as temporary with a process in place to reunite the family when appropriate.
- (4) It is never appropriate to utilize arrest records as a basis for determination of anything. Arrest records are simply hearsay statements, often of third or fourth parties and should have no evidentiary value. In addition, and perhaps more importantly they reflect the deeply imbedded racial discrimination in the criminal justice system and their use significantly and discriminatorily impacts Black households.

If we can provide any further guidance or clarification on these comments, please do not hesitate to contact us.

**From:** [Contreras, Evelyn \(PHCD\)](#)  
**To:** [dianastrozier@gmail.com](mailto:dianastrozier@gmail.com)  
**Cc:** [Saydal-Hamilton, Marl \(PHCD\)](#); [Castro, Rosa C. \(PHCD\)](#); [Caballero, Alisa L. \(PHCD\)](#); [Edwards, Julie \(PHCD\)](#); [Montealegre, Sharon \(PHCD\)](#); [Perry, Monica \(PHCD\)](#); [Liu, Michael \(PHCD\)](#); [Pacheco, Mary \(PHCD\)](#); [Calderin, William \(PHCD\)](#); [Rendon, Jorge \(PHCD\)](#); [Sandino, Maria \(PHCD\)](#)  
**Subject:** PHCD's Response to OTAC Comments  
**Date:** Friday, September 11, 2015 2:34:43 PM  
**Attachments:** [Comments - Legal Services Aug 17 15.pdf](#)

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Good afternoon Ms. Strozier:

Below please find PHCD's response to OTAC comments on the changes to the ACOP, PHCD's Lease and Community Policies.

**OTAC Comments on the Admissions and Continued Occupancy Policy (ACOP) Lease, Community Policy and Fees**

**Section I program Administration:**

**OTAC Question:**

1.) The Ann Marie Adler Consent Decree has expired and OTAC need something seminal to the decree, to be place in the (ACOP) for the betterment of the residents. It needs to have a better system, because the one that is in place now are not being followed.

**PHCD's Response:** The ACOP, in Chapter I, Section (C.), has language which specifies that PHCD will continue to ensure that the mandates of the Adker Consent Decree are followed. (ACOP Page #'s 5 & 6 of 100).

**Applications' and offers' processing:** Following guidelines in Chapter II (A) of the ACOP, PHCD's ALC advertises open enrollment period in local media; ranking numbers are assigned through a lottery process, this year it was done under the supervision of the County Mayor's Office staff and auditors; and applicants are given the list of available units based on family compositions/bedroom size. Applicants are free to choose the area where they want to live from the list of available units provided to them.

**Section II- Eligibility for Admission and Processing of Application:**

**OTAC Question:**

1.) Under the transfer policy if a resident of a development is under house or any other reason that is in need of a unit that is vacant at the development where the tenant resides. The tenant should have the right to the unit before a new admission on the property. The manager should have the right to get the unit ready for the family that in need of the unit on their properties.

**PHCD's Response:** The ACOP currently contains language in Chapter II, Section F(3), which provides preference to existing residents for emergency transfers and reasonable accommodations (ACOP Page #'s 24 & 25 of 100).



**OTAC Question:**

2.) The residents of MDPHA should have preference over the new admission, because we have a lot of residents on the difference developments that are under house and have been for over 5 years. Also the residents that are in need for other reason should have preference over new admission.

**PHCD's Response:** The ACOP already gives priority to current residents experiencing underhoused or overhoused conditions over new admissions as stated in ACOP Chapter V, Section (B)(1)(b) (Occupancy Standard Transfers) (Page 56 of 100).

In addition, site staff works with ALC in identifying suitable available units for emergency & RAR's transfers. However, sometimes unit sizes needed by the resident are not available.

**Earned Income Disallowance**

**OTAC Question:**

1) Where is the first year 100% disallowance then the second year 1/3% of the income? Then the third year 50% of the income and in the last year of the 48 months the HA pick up all the income.

**PHCD Response:** Detailed information is found in ACOP Chapter XII, Section (G) (Earned Income Disallowance). HUD requires only 2 years of disallowance (100% the first year, 50% the second year). However those 2 years can be stretched out over a maximum of 48 months (4 years) by stopping the clock whenever the resident is unemployed, then restarting the clock when they obtain a new job (Page 93 of 100).

**OTAC Question:**

2) There should be something in place that state if a resident started their disallowance and for whatever reason loss their job, their disallowance should stop and not continual then resume once the resident get another job. Then it should start from where the tenant was when they loss their job.

**PHCD's Response:** Site staff have been instructed to apply EID accordingly per ACOP Chapter XII, Section (G)(2)(a-d) (Page 93 of 100). As stated previously, the clock should start when obtaining a new job and stop if the resident loses that job.

In addition, changes in policy are posted on the website and copies are circulated to all sites requesting that they post and make copies available to all residents upon request.

**Fair Housing and Equal Opportunity**

**OTAC Question:**

1) It should be something in place on back ground check not just for local back ground check; but National back check, because it is not fair when the HA cannot get

a criminal back ground check on new admission from other countries to qualification or disqualification for housing in the United State.

**PHCD's Response:** Detailed information is found in ACOP, Chapter II, Section (H)(2). Background checks and sex offender registration are checked both locally and nationally by PHCD (Page 34 of 100).

At this time, PHCD does not have access to other countries outside of the U.S.A. However, this is met through the citizenship or immigration verification addressed in Chapter II B (3) (Page 12 of 100).

**OTAC Question:**

2) The statement above should also apply for jobs opportunities in housing under the section 3 program. This should also apply to sub- contractor. This is for the safety of the resident that is going to be doing jobs on the properties.

**PHCD's Response:** Although PHCD does not perform background checks on employees hired by the Section 3 vendors; the County does perform background check on the vendors, who are liable for any misrepresentation. In addition, PHCD Section 3 staff coordinates work with County Procurement to allow outreach to hire local residents. Procurement conducts debarment and includes indemnification clause in all County contracts. This clause allows MDC to hold the vendors responsible for their employees' actions.

**OTAC Question:**

3.) OTAC will like to see a better system on grievance policy, because our resident are been evicted for not being granted a hearing. OTAC also need to be contacted for all grievance hearing. To be able to seen a representative to fight for the residents rights...

**PHCD's Response:** In the ACOP Chapter IX (B) and (C), most violations do allow for a hearing but some violations are so great that a hearing is not granted (Page #'s 74 & 75 of 100). However, before a resident can be evicted from a dwelling unit, state law requires that the resident have the opportunity in court. This opportunity for a hearing provides the basic element of due process (ACOP Chapter IX (C) (1) (Page 72 of 100).

In addition, the ACOP Chapter IX Grievance Policy (D) (1b) (Page 76 of 100), and the Community Policies Chapter XXIV, Section (E) (2) (Page 22 of 37), both require an OTAC representative on the panel.

The only time an OTAC representative is not on the panel is if the OTAC representative is a "no show" and the resident signs a Waiver form stating that they do not wish to be represented. See ACOP, Grievance Policy, Chapter IX. Section (D )(2) (Page 76 of 100).

**Section VI**



**OTAC Question:**

1.) (Members) OTAC disagree, because some of the family members will not give the head of household their relocation address. The problem could be the head of house wanted them out of their unit. This would cause a problem for the remaining family members.

**PHCD's Response:** Per ACOP Chapters II (C) (6c) and IV (6) (a), if the adult family member is unable to provide the notarized statement agreeing to the removal of a family member from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and the supporting documentation (e.g. death certificate, jail order). (Page #'s 21 & 52 of 100).

**OTAC Question:**

2.) OTAC disagrees with the eviction of recertification, because some time the manager and do not follow the procedures on recertification. They will tell the resident that they sent them an appointment but have not. The residents cannot fight that they did not received the notice, because the staffs are always right in PHCD eyes. They also can submit the document in the file to support their mistake

(A) Example: The recertification notice and reminder notices. The third party verification, because the resident cannot get the information that is needed for the re-certification. The 120 days of recertification procedures`

**PHCD's Response:** Per ACOP Chapter VIII (A) (8), residents who fail to comply with their reexamination interview or to provide verification of any information required by PHCD, are provided a 30-day notice to correct the issue (Page 70 of 100).

**Section VII- Interim Rent Adjustment:**

**OTAC Question:**

1.) OTAC disagrees with the 90 days, because a resident might have a job today and gone tomorrow. The resident may have public assistant today and gone tomorrow. OTAC have residents throughout Miami Dade County now do not know if they will have a job at the end of the year, because of the cut-backs on employment and public assistant.

**PHCD's Response:** Per ACOP Chapter VII (A) (2a), "decreases in rent will be made effective the first day of the month following the month in which the change is reported and proper verification completed." (Page 67 of 100).

**OTAC Question:**

(A) OTAC has received call and complaint from residents that they have taken the information to the site manager office for an adjustment to their income and was told, to come back. When the resident go back to the office there're been told that they old back charge. The back charges need to be revised.

**PHCD's Response:** In the ACOP Chapter VII (A) (2b), increases in income between annual reexaminations will not result in rent increase until the next annual reexamination unless resident fails to report an increase in income timely. (Page 67 of 100).

In addition, per ACOP Chapter VII (A) (4a), "if the resident misrepresented facts to PHCD resulting in rent is less than the correct amount, the increase rent shall be retroactive to the first of the month following the effective date of the change in income." (Page 67 of 100).

Also, per ACOP Chapter VII (A) (4b), "decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (imputed welfare income)." (Page 68 of 100).

## **PUBLIC HOUSING LEASE**

### **Article IX - Resident Obligations**

#### **OTAC Question:**

1.) OTAC disagree with not letting our children us our address, because some of our children are out on the street for whatever reason. The children need a mailing address. Now OTAC agree with the children should not us their mother or father address on their driving license or identification I.D., but some children still us their parents address on their I.D because they have not change it since they no longer reside with them.

**PHCD's Response:** The lease was written according to CRF 966.4 f (3), the tenant shall use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.

#### **OTAC Question:**

2.) OTAC disagree with that, because residents should have a right to ask our manager if someone could stay at our unit if we are going to be out of town for a long period of time. If in the case of an emergency

The reason that OTAC disagree is because the PHCD do not secure the units properly. Then will tell the resident that they are not reasonable for their personal property.

**PHCD's Response:** Per CFR 966.4 (f) (2), the tenants are obligated not to provide accommodations for boarder or lodgers. Per ACOP Chapter IV (3) (a), visits of more than 14 days per year, whether consecutive or not, are not permitted, unless the resident obtains the advance written consent of the Asset Management Director or designee (Page 51 of 100).

In addition, per PHCD lease Article IX (6), "the Resident must advise the



Landlord if resident will be absent from the unit more than seven (7) consecutive days. Residents shall notify the Landlord in writing, secure the unit, and provide a means to contact the resident in an emergency. Failure to provide notice of an extended absence is grounds for termination of the lease". (Page 10 of 18).

Article XV- Termination of Lease:

**OTAC Question:**

1.) OTAC disagree of the termination of the lease for (1) 14 day notice of non-payment of rent in a twelve month period, because once again cut-back on jobs and public assistance throughout the world.

**PHCD's Response:** Per CFR 966.4 (K) (I3), PHCD gives written notice of lease termination for failure to pay rent through the 14-Day Notice of Termination for Non-payment of Rent, which is sent after the 10<sup>th</sup> of the month.

Furthermore, Per ACOP Chapter IX (B) (1), "residents of Public Housing developments, who desire a hearing, must submit a written request to the PHCD's representative within five (5) business days of receiving a notice of proposed adverse action." (Page 74 of 100)

**COMMUNITY POLICIES:**

**FEES:**

**OTAC Question:**

1.) ALL OF THE FEES SHOULD BE ACOMMADATE ACCORDING TO THE INCOME OF RESIDENTS IN PUBLIC HOUSING.

**PHCD's Response:** Per ACOP Chapter X (C) (c), "PHCD will notify the resident by mail or in person of any maintenance charges for which they will be billed. A resident may then request a hearing under the grievance procedure." (Page 80 of 100)

**Keys and Locks**

**OTAC Question:**

(B) OTAC disagrees with the price 75.00 dollars charge for a lock that is only 6 to7 dollar in the hardware store. The resident in MDPHA are low- income family that their rent is according to their income, so how can the residents paid these out racist prices.

**PHCD's Response:** A prohibitive fee for lock changes was added by Asset Management because they found some residents were abusing the policy and repeatedly requested lock assistance in evenings and weekends. Fees are subject to change.

*This item will be further reviewed.*

**OTAC Question:**

Lock out Fee, the same as the key answer. How can the resident pay these charges that you all have put in this community policy? No resident in public housing can afford these fees on their income. The rent is based on the resident's income so where would the tenants get the extra monies for these fees. Who wrote this community policy or fees...They have NEVER LIVED IN PROVERTY.

**PHCD's Response:** See same answer as above.

*This item will be further reviewed.*

Mixed Finance Development

Page 12 of 100

**OTAC Question:**

A citizen /national may submit one of the following documents; what if a US citizen cannot get the documents that are needed, because their birth records has been destroyed or cannot be found, because of reason.

**PHCD's Response:** Per ACOP Chapter II (B) (3c), only one document from the list is needed any of which can be used to prove citizenship (Page 12 of 100). Also, the Health Department provides copies of birth certificates.

Page 20 of 100

Removals from the Family Composition

**OTAC Question:**

1) OTAC feels that a head of household should have the right to remove any adult member from their lease, because of reason. The head of household should not have to get an approval from the other parties to remove them.

**PHCD's Response:** This was previously responded.

Per ACOP Chapters II (C) (6c) and IV (6) (a), if the adult family member is unable to provide the notarized statement agreeing to the removal of a family member from the family composition, the head of household must provide a written statement explaining the reason why the family member is unable to provide the statement and the supporting documentation (e.g. death certificate, jail order). (Page #'s 21 & 52 of 100).

Page 29 of 100 Interviews and Verification Process

**OTAC Question:**

Debt Owed: disagree, because when you live in the house with a parent or spouse and the parent or spouse is the head of household you are not responsibly for the rent or any other charges. The manager of the development will not discuss anything



about the unit without the head of household. So why would a co- head of household be responsible for their parent or spouse debt. That debt belongs to the head of Household. Not any one else.

**PHCD's Response:** Language already exists in the ACOP which states that minors are not responsible for the HOH debt. See ACOP Chapter VI, (B) (2) & (3) (Minors and Prior Debt of HOH) (Page 61 of 100). *However, a change to not hold the spouse or other adult members responsible for the HOH debts requires approval from Asset Management and the Director.*

Page 32 of 100

**OTAC Question:**

Disagree , with PHCD calling a formal landlord, because a formal landlord could lie on a person to make it hard for the tenant, because they move out of their unit or they just don't like that tenant for what every. You have some landlord that want to have sex with the tenant and if the tenant does not have sex with them they try to put them out or make it hard for them to get housing somewhere else.

**PHCD's Response:** Response: Per CFR 960.203 (c) (1), the PHA is responsible for screening family behavior and suitability for tenancy. The PHA may consider all relevant information, which may include but is not limited to applicants past performance in meeting financial obligations, especially rent.

32 of 100

**OTAC Question:**

Disagree with this because of what stated on the question above.

**PHCD's Response:** See above response

34 of 100

**OTAC Question:**

Disagree, there should be an equal opportunity process for back ground check for all resident, because the PHCD cannot do back ground on people from other countries.

**PHCD's Response:** As previously stated, at this time, PHCD does not have access to other countries outside of the U.S.A. However, this is met through the citizenship or immigration verification addressed in ACOP Chapter II B (3) (Page 12 of 100).

36 of 100 Criminal Activities:

**OTAC Question:**

Disagree, with these parts of the ACOP, because it supposed to be fair to all residents of Miami Dade County. (A), (b), (c) because it is being stated that PHCD

may propose to deny assistance in the following. When Federal Laws stated if you are not a repeated felon then it is not recommend that the HA do not house the resident.

**PHCD's Response:** Per ACOP Chapter II (J) (4a), PHCD may deny admission when the screening process shows a pattern of arrests for engaging in criminal activity within the last ten (10) years, poor past performance in meeting financial obligations, especially rent (for subsidized housing), and history of inability to comply with the terms of previous leases, as verified by previous landlords or other entities. However, PHCD may consider mitigating circumstances." (Page 36 of 100)

*This item will be further reviewed.*

Grounds for Denial of Assistance

**OTAC Question:**

1) Disagree, with this, because there could be many reasons that the tenant was evicted from their unit. The five years is to long for a resident not being able to get into housing each case should be a case by case base and taking into circumstances. The main reason is that the tenant did not know their rights in how to fighting for their units.

**PHCD's Response:** See response to previous comment.

In addition, ACOP Chapter VII B Mitigating Circumstances, states "Before PHCD makes a decision to a send notice terminating assistance, PCHD shall consider all circumstances relevant to a particular case." (Page 71 of 100)

Failure to Meet Financial Obligations

**OTAC Question:**

Assistance may be denied for a period of 10 years it should go back to 5 years

**PHCD's Response:** PHCD may consider mitigating circumstances. (Page 36 of 100)

*This item will be further reviewed.*

**OTAC Question:**

A) Disagree, because no one should be responsible for what the head of household owes in back rents that is on the head of household, because the managers would tell the co-head of the household that they could not talk to them about nothing and they would have to bring in the head of household. So why should they be denial and some was children and now parents and are being denied of housing because of their parents. That is not right.

**PHCD's Response:** Per CFR 960.203 (c) (1), the PHA is responsible for screening family behavior and suitability for tenancy. The PHA may consider all relevant information, which may include but is not limited to applicants past



performance in meeting financial obligations, especially rent.

Page 73-78 of 100  
Grievance Policy  
Hearing Process

**OTAC Question:**

(b) Disagree, even if the resident do not ask for a copy or make copy of what the HA is going to be using in termination of their lease, it's the responsibility for the HA to give the documents to the tenant if they are going to us it in an election against the tenant and a violation notice.

**PHCD's Response:** Per CFR 966.56 (b) (1), the complainant shall be afforded a fair hearing, which shall include the opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such documents at the tenant's expense.

**OTAC Question:**

(8) Disagree: The HA should not have a right to appoint the chairperson for the hearing panel; it should be voted on by the resident council President and a member of OTAC.

**PHCD's Response:** Per ACOP Chapter IX D (1) PHCD may have a hearing officer or a hearing panel. The Hearing Panel consists of three (3) people: a. A PCHD employee appointed by the Director or designee but such employee may not be the public housing AMP administrator, or a member of his/her staff; b. An Overall Tenant Advisory Council (OTAC) representative, and c. A resident representative nominated by the Resident Council of the development in which the complainant resides. (Page 76 of 100)

**OTAC Question:**

OTAC want the name of our organization place back in the ACOP we want the Dade County Overall Tenant Advisory Council Inc., Place back in every place that it has been in the pass

**PHCD's Response:** The name of OTAC has been added back into the ACOP, Chapter IX (Grievance Policy), section (D)(1)(b) (Page 76 of 100), and Community Policies, Section XXIV (E)(2)(b)(i) (Page 22 of 37).

**OTAC Question:**

Live in

**PHCD's Response:** Per CFR 966.4(d) 3(ii) Live-in aide means a person who resides with an elderly, disabled or handicapped person and who: (A) Is determined to be essential to the care and well-being of the person; (B) Is not obligated for the support of the person; and (c) Would not be living in the unit except to provide the necessary supportive services.

In addition, per ACOP Appendix IV – RAR (Page 26 of 67), a relative may be considered as a live-in aide but must meet all the criteria outlined in this section and must be qualified to provide care for the family member.

Sincerely Yours,

Diane Strozier/Bryant

The Executive Board Member of Miami Dade County Overall Tenant Advisory Council Inc., (OTAC) Mrs. Diane Strozier/Bryant (President) Mrs. Jessie Harris (Vice-President) Ms. Gloria Joseph (Treasurer) Ms. Angela Williams (Correspondence Secretary) Damaris Reyes (Recording Secretary) Sara Smith (Region 1) Sonia Suarez (Region 2) Vacant (Region 3) Michelle D

*Also, per your request, attached are the comments from Legal Services of Greater Miami, Inc.*

*Should additional information is needed, please advise.*

**Evelyn Contreras, CAP**

PHCD Compliance Reviewer

Administrative Services Division

**Miami-Dade Public Housing and Community Development**

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*"Delivering Excellence Every Day"*



**From:** [Edwards, Julie \(PHCD\)](#)  
**To:** [Joe King](#)  
**Cc:** [Castro, Rosa C. \(PHCD\)](#); [Calderin, William \(PHCD\)](#)  
**Subject:** RE: TGHI Service Improvement Summary  
**Date:** Wednesday, September 02, 2015 7:44:05 PM

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Thank you Joe.

**Julie Edwards**, Assistant Director  
**Miami-Dade Public Housing and Community Development**  
701 NW 1st Court, 14th Floor, Miami, Florida 33136  
786-469-2255 Phone 786-469-2170 Fax  
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***"Delivering Excellence Every Day"***

*Please consider the environment before printing this email.*

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**From:** Joe King [mailto:[jking@tghlmiami.org](mailto:jking@tghlmiami.org)]  
**Sent:** Wednesday, September 02, 2015 10:45 AM  
**To:** 'Joe King'; Edwards, Julie (PHCD)  
**Cc:** Castro, Rosa C. (PHCD); Calderin, William (PHCD)  
**Subject:** RE: TGHI Service Improvement Summary

Apologies... I sent prematurely – final version below

Greetings –

I wanted to take a moment to thank the leadership at PHCD for allowing TGHI to be part of your vision over the past few months. Albeit a short term working partnership (5 month agreement), we have learned much about the residents, needs and necessities of your community at Sites 240/241 and I emailed you the below information in order to potentially open dialogue for service improvement. As a point of interest, I also went to PHCD Policy (Public Housing Agency Comment Period Aug. 1, 2015 to August 31, 2015) and made policy recommendations that mirror what I have indicated below.

I believe I have outlined our agency's need in detail but wanted to also point out some points to consider moving forward if this is something that PHCD feels a good fit:

- **Fair Housing Laws and Assessing Residents**

Often housing providers, fearful of violating fair housing laws, believe they are not allowed to assess their residents. Fair housing laws do not expressly prohibit providers from assessing their current residents. What matters is when and how the assessment is conducted and how such information is used. It is my understanding that the assessment information cannot be used to make admission decisions, for instance to deny admission to applicants, or to evict current residents. In working in the best interests of the resident community, preserving residents' rights, working for the safety of the resident and the well being of the community respecting and promoting the right of self-determination for each resident. The purpose of these changes is intended to help residents make informed decisions, providing information on options, without imposing personal values and opinions acknowledging a resident's freedom of choice over personal safety and the resident(s) choice to live at risk or with unmet needs – provided the resident is competent to make such choices and is not violating the law or the lease agreement.

- **From U.S. Department of Housing and Urban Development –Office of Fair Housing and Equal Opportunity Webpage**

<http://www.justice.gov/crt/us-department-housing-and-urban-development>

**4. Does the Act protect juvenile offenders, sex offenders, persons who illegally use controlled substances, and persons with disabilities who pose a significant danger to others?**

No, juvenile offenders and sex offenders, by virtue of that status, are not persons with disabilities protected by the Act. Similarly, while the Act does protect persons who are recovering from substance abuse, it does not protect persons who are currently engaging in the current illegal use of controlled substances.<sup>(9)</sup>

**Additionally, the Act does not protect an individual with a disability whose tenancy would constitute a "direct threat" to the health or**



safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation.

5. How can a housing provider determine if an individual poses a direct threat?

The Act does not allow for exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (e.g., current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (i.e., a significant risk of substantial harm). In such a situation, the provider may request that the individual document how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

- **The Assessment Tool**

As stated above, the goal of the resident assessment tool is to give the property a general understanding of the risk factors surrounding each resident and the functional status of the residing population and the potential corresponding service and resource needs and interests needed. This understanding allows properties to see where the most common and/or greatest needs are and to identify possible areas to intervene that may be most effective in terms of allocating limited property resources to help address the needs of a larger segment of the

community.

In closing, the intent for this recommendation is to provide PHCD residents throughout Miami-Dade County a better framework and model to continue to work with all residents, regardless of race, gender, ethnicity, disability, or any other protected class. Also, in working in the best interests of the resident community, preserving residents' rights, working for the safety of the resident and the well being of the community respecting and promoting the right of self-determination for each resident. The purpose of these changes is intended to help residents make informed decisions, providing information on options, without imposing personal values and opinions acknowledging a resident's freedom of choice over personal safety and the resident(s) choice to live at risk or with unmet needs – provided the resident is competent to make such choices and is not violating the law or the lease agreement. Since PHCD currently offers programs and treatment services onsite to address residents with "...disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation" the spirit of the assessment (in TGHl's view) is to help PHCD reduce the risk of safety and 'direct threat' for the individual and community and for it not be used as a tool that could be perceived as discriminatory or a violation regarding disclosure.

Joseph King  
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**From:** Edwards, Julie (PHCD) [<mailto:JBS@miamidade.gov>]  
**Sent:** Tuesday, September 01, 2015 11:31 PM  
**To:** 'jking@tghimiami.org'  
**Cc:** Castro, Rosa C. (PHCD); Calderin, William (PHCD)



**Subject:** Re: TGHI Service Improvement Summary

---

**From:** Joe King [<mailto:jking@tghimiami.org>]  
**Sent:** Tuesday, September 01, 2015 09:48 PM  
**To:** Edwards, Julie (PHCD)  
**Cc:** Castro, Rosa C. (PHCD); Calderin, William (PHCD)  
**Subject:** TGHI Service Improvement Summary

It is recommended that PHCD (Public Housing and Community Development) implement a risk assessment tool used to identify and address resident disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation. This assessment will aid in improving areas of resident safety, community safety and public health while reducing the probability of incidents. By identifying these issues and targeting resident needs, risk related to Client Safety, Community Safety, Building and Resident Security, PHCD will reduce the propensity of criminal activity, violent behavior, destructive behavior, housekeeping and living safety issues, potential fire safety issues, unsafe living conditions, individual and communal disturbances, self-neglect, damage to living areas, agitation, crisis/emergency incidents, medical emergencies and/or public risk concerns. This tool focuses on areas in which a housing property may be able to help residents better manage their needs and maintain their ability to live safely in their apartment and community.

This risk assessment allows properties to see where the most common and/or greatest needs are and to identify areas to intervene that may be most effective in terms of allocating limited property resources to help address the needs of a larger segment of the community. By identifying critical issues through risk assessment, instead of excluding those with a heightened risk factor, PHCD can accommodate and support residency through a better targeted array of services designed to support residents' self-determination which ultimately:

- Enhance the ability of residents to uphold their lease obligations, taking proper care of

the unit, and insuring quiet enjoyment of the property for all residents and surrounding neighbors

- Better work with residents with identified disabilities relating to the health and safety of themselves and within the community
- Improve the quality of life within the community
- Foster inclusion and tolerance by and for all residents and staff

Respectfully Submitted,

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# Comments from Legal Services of Greater Miami, Inc.

April 26, 2016

## Admissions and Continued Occupancy Policies (ACOP)

### Program Administration (I.A.) p. 13<sup>1</sup>

While we do not oppose the proposed paragraph which says the Director can revise the ACOP, it should be made clear that any revisions must be in consultation with tenants and provide them with notice and an opportunity to comment.

### Removal from the Waiting List (II. C. 5. d.) p. 26

The proposed language creates an exception to providing notice of denial to a tenant when mail is returned. HUD regulations and due process do not allow for this exception. PHCD should always mail a notice of denial to an applicant. For example, if the initial returned mail, was due to a clerical error by the post office, the mailed notice would inform the applicant about the denial and give them an opportunity for an informal review.

### Interviews and Verification Process (III. C. 8. n.) p. 47

We continue to see PHCD include uncollected child support in annual income. We suggest deleting the phrase “for more than 3 months.” This language creates confusion and leads to situations where a tenant is receiving partial child support payments, yet PHCD staff wants to use the full child support award to calculate the rent. Or situations where a tenant does not receive child support for 2 months, but is expected to pay rent based upon nonexistent income. Better language would be: “Uncollected child support is not household income.” This is simple, clear, and prevents a tenant from being charged rent on income she never received.

### Denial of Assistance – Failure to meet Financial Obligations (III. E. 2.) p. 49

In Florida, the statute of limitations on a debt owed to the PHA is 5 years. After the statute of limitations, the debt is uncollectable and should not be a basis to deny an application. In the original discussion of the Section 8 regulations, HUD stated: “The PHA may not deny assistance if the debt has been paid, or is not valid for any reason (e.g., a rent claim extinguished by the statute of limitations).” 49 Fed. Reg. 12,215, 12,218, *see also Solomon v. Hous. Auth. of Pittsburgh*, 2006 WL 6666739 (W.D. Pa. 2006). Additionally, trying to collect on a debt that is time barred may be a violation of the Florida Consumer Collections Practices Act.

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<sup>1</sup> The page numbers reference the page number on the redline version PHCD provided to Legal Services on March 25, 2016.

Denial of Assistance – Criminal Activity (III. E. 4) p. 50-52

We strongly support PHCD decision to reduce the look back period to 5 years. This will properly balance PHCD's interest in a safe community and the need for people with prior criminal histories to secure stable housing. If the person has not engaged in criminal activity in the last five years, they have demonstrated an ability to be a suitable tenant and productive member of society. To further achieve this goal, we also recommend having a separate 3 year look back period for misdemeanors.

The individualized assessment must be done before PHCD sends the application denial. This will avoid unnecessary paperwork, unnecessary informal reviews, and will prevent someone from losing housing who may not realize they can challenge the denial. We recommend paragraph 4 b should be changed to: "In its decision to deny or terminate assistance, and prior to sending the denial notice....."

Paragraph (f) needs to be changed to "The lookback period starts from the date the individual engaged in criminal activity." Trials are often several years after the criminal defendant engaged in criminal activity. PHCD should be concerned with the criminal activity and not how long the criminal process took. Imagine two applicants who engaged in criminal activity on the same day six years ago but have different conviction dates; the first applicant was convicted six years ago and the second applicant's trial took longer and was convicted four years ago. The applicants would be treated differently without any rationale. PHCD must count the lookback period from the date the person engaged in the criminal activity.

Good Cause for Applicant Refusal of Unit Offer (III. J. 1.) p. 58

PHCD should not delete the paragraph which identifies inaccessibility to employment and education as "good cause" to reject an offer of housing. Disruptions to income and education keep people in poverty and PHCD's policies should not further these disruptions. PHCD policies should support the education and employment of its residents and keep this as "good cause" to reject an offer.

Showing Units to Applicants Prior to Leasing (IV. B. (deleted)) p. 64

PHCD should not delete the section which provides the tenant with the opportunity to view an apartment before agreeing to rent it. It defies common sense and is legally unwise to ask a tenant to sign a lease and agree to live in a unit they have not seen or inspected.

Changes in the Household and Visitors (IV. B. 1. a.) p. 65

PHCD should not delete the sentence which provides an exclusion to get written approval from PHCD when there is a birth, adoption, or court order. We do not oppose a requirement that the tenant notify PHCD if this happens, but the tenant should not need to obtain prior written authorization.



Repayment Agreement – (IV. D. 1.) p. 68

We oppose increasing the initial payment to 50% of the balance due. Less flexibility by PHCD will force more tenants to file for bankruptcy protection in order to stop an eviction. This will ultimately cause PHCD to lose more money.

Good Standing Requirement for Transfers (V. C.) p. 72

The policies should also have exceptions which can be approved when the transfer is because of an emergency or domestic violence.

Eligibility for Continued Occupancy / Over Income Families (VI. A. & C.) p 78-80

We would encourage PHCD to refrain from adding language at this time. HUD recently concluded a comment period and is contemplating changes to 24 C.F.R. §960.261. PHCD should wait until HUD makes changes before implementing a new policy.

If PHCD decides to include the over-income policy, PHCD should conduct an individualized assessment for each tenant before deciding to terminate a family. I have attached comments submitted to HUD by the National Housing Law Project which outlines the important factors that must be considered before evicting a family for being over-income.

Reexamination / Interim Rent Adjustments (VI and VII) p. 81-87

We oppose changing the policy regarding the effective date of rent adjustments. The policy which has been in place the last two years was effective. Under current policy, PHCD increases rents at the next recertification date. This policy reduces paperwork and promotes self-sufficiency.

If PHCD makes this change, the ACOP needs to be amended to clarify the effective date of the increased rent. It is unclear and undefined as written. Tenants should be given at least 30 days written notice before the effective date of a rent increase.

Risk Assessment (VI. G.) p. 84

It is unclear what this “risk assessment tool” is and how PHCD would use it. While we support any policies which would allow disabled individuals to continue to live independently, the ACOP should provide description of this tool which will identify and target disabled residents.

Lease Termination Procedures – Criminal Activity (VII. A. 5. f. and g.) p. 90

The language in these paragraphs uses the language of admissions (i.e. “deny assistance”). The paragraphs should be edited to address the termination of tenancy for a current public housing tenant.

Grievance Policy - Applicant's Informal Reviews (IX. A.) p. 94

See comments above about not sending notices when mail is returned.

Grievance Policy – Hearing Officer or Hearing Panel (IX. F. 5) p. 102

The additional language “when members of the panel are not in agreement...” should be deleted and changed to “when there is no majority decision....” If there is a majority decision, the decision must stand.

Annual Income (XII. A. 7.) p. 109

See comments above regarding clarifying language for child support: “Uncollected child support is not household income.”

## Community Policies

Safety (XV. G.) p. 17

“Window sills should be kept free of personal property” is unrelated to safety and the sentence should be deleted.

Resident Grievance and Appeal Procedure (XXIV.) p. 30

Same comments as above regarding the Grievance Policy.

## Smoke Free Policies & Lease Addendum

While there is no dispute that smoking has negative health consequences, homelessness is also detrimental to a person's health. Nobody should be evicted and made homeless because they smoke. PHCD's policy must have more flexibility, otherwise it will lead to homelessness for some of our most vulnerable populations.

The smoke-free policy will have an adverse impact on tenants with mental health and physical disabilities. The CDC has found a strong link between mental health and smoking. Tenants with physical disabilities will be more likely to violate the smoke free policy because of the difficulty caused by having to leave the property to smoke. The policy must recognize these vulnerable populations and explicitly recognize that disabled tenants are entitled to reasonable accommodations under the Fair Housing Act. The policy should also explicitly authorize PHCD to consider all relevant circumstances and all mitigating circumstances in how it enforces this policy.



The policy should also be changed so that a tenant cannot be evicted if a guest smokes and the use of e-cigarettes should not lead to eviction. E-cigarettes are often used as cessation aids and they reduce the effects of second-hand smoke.

The policy should also include a specific outreach and education plan to ensure that all residents are aware of the new policy.

For the lease addendum, we would encourage PHCD to simplify the document so that it is easy to read and clear for the tenant.

## Lease

### Unauthorized Occupants (I. 5. j.) p. 3

This should be changed to “A person who is staying in the dwelling unit more than 14 days” to make it consistent with the ACOP.

### Members of the Household (III. 6.) p. 5

Many times, a child will move out of their family home to go to college or another temporary location. These young adults should be allowed to use their parent’s address as a permanent address and the lease should have an explicit exception for this circumstances.

### Late Charges – (V.4.) p. 7

This should be amended to clarify that if a tenant pays the rent on time in a given month, the late fee will not be charged for that month.

### Other amounts – (V. 5) p. 7-8

PHCD cannot define other charges as “additional rent.” While a private landlord can do this under Florida law, the public housing regulations are clear that other charges are distinct from rent. *See* 24 C.F.R. §966.4(b)

### Resident Obligations – Extended Absence (IX. 6) p. 10

Seven days is not an extended absence. A tenant should only be required to notify PHCD, and face eviction if they fail to do so, if they are absent more than 14 days.

### Termination of the Lease - Utilities (XV. 1. d.) p. 15

We oppose the language which prohibits a tenant from changing the account name to a person other than the head of household, co-head, or spouse. Any household member should be able to have the utilities in their name. Additionally, sometimes financial problems require a tenant to

receive assistance from a friend or family member to open an account. That should not be a basis to evict a family, especially when the utility service is on and in good standing.

Termination of the Lease – Criminal Activity (XV. 1. f. iv. & v.) p. 16

The language in these paragraphs uses the language of admissions (i.e. “deny assistance”). The paragraphs should be edited to address the termination of tenancy for a current public housing tenant.

Termination of the Lease – Over-income (XV. 1. t.) p. 17

See comments above regarding over-income families.

## Section 8 Administrative Plan

Purpose of the Plan (1.1) p. 28

See ACOP comments for I. A.

Removal from the Waiting List (2.3 E.) p. 44

See ACOP comments for II. C. 5. d.

Denial of Assistance – Failure to Meet Financial Obligations (2.7 B.) p. 53

See ACOP comments for III. E. 2.

Denial of Assistance – Criminal Activity (2.7 D.) p. 55

See ACOP Comments for III. E. 4.

Denial of Assistance – Child support (2.11 B. 15.) p. 67

See ACOP comments for III. C. 8. n.

Term of Voucher (4.3) p. 76

We support extending the initial voucher term to 90 days.

Annual Income (7.2 G) p. 87

See ACOP comments for III. C. 8. n.

Payment Standard (8.1) p. 94

The link is not correct. As discussed below, Legal Services supports PHCD increasing the payment standard to affirmatively further fair housing and deconcentrate poverty.



Tenancy Approval – (13.1) p. 102

Under Florida law, after the lease expires, a landlord may be able to terminate a tenancy with as little as 15 days notice. Because it is impossible for Section 8 tenants to move within 15 days, we recommend that all Section 8 landlords be required to sign a lease addendum which requires the landlord to provide a Section 8 participant with at least 90 days notice before terminating a tenancy. This will help prevent unnecessary evictions and give tenants the time to move and relocate.

Expanding Housing Opportunities (20.1) p. 113

PHCD includes language about encouraging families to search for housing in areas of low poverty and minority concentrations. Even with PHCD increasing the payment standard last year, it is difficult for a Section 8 tenant to access high opportunity neighborhoods. This is especially true for those participants with extremely low incomes who have a significantly lower shopping range. Voucher holders often contact Legal Services because they are unable to find housing using their voucher. We encourage PHCD to raise the payment standard further so that Section 8 voucher participants can live in areas of low poverty and high opportunity.

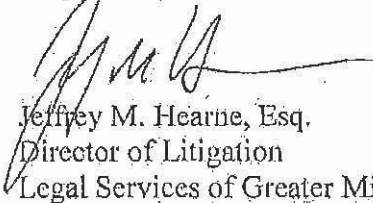
Mod-Rehab – Rejection of Units (31.3) p. 144

See ACOP comments for III. J. 1.

Additional comments

PHCD should strive to insure that Section 8 voucher participants are included in the process of setting its policies. While the resident councils in public housing provide a structure to solicit comments from public housing residents, 24 CFR 903.13(b)(3) requires that the PHA make sure that the Resident Advisory Board has reasonable representation of families receiving Section 8 vouchers. PHCD has not done this.

Respectfully submitted,



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Dated: April 26, 2016



c/o National Housing Law Project  
703 Market Street, Suite 2000  
San Francisco, CA 94103  
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March 4, 2015

Regulations Division  
Office of General Counsel  
451 7th Street SW, Room 10276  
Department of Housing and Urban Development  
Washington, DC 20410-0500  
*Submitted electronically through [www.regulations.gov](http://www.regulations.gov)*

Re: Docket No. FR 5904-A-01: "Strengthening Oversight of Over-Income Tenancy in Public Housing: Advance Notice of Proposed Rulemaking"

Dear Regulations Division, Office of General Counsel, HUD:

The following comments are submitted on behalf of the National Housing Law Project (NHLP) and the Housing Justice Network (HJN) regarding the proposed rule published on Wednesday February 3, 2015, "Strengthening Oversight of Over-Income Tenancy in Public Housing: Advance Notice of Proposed Rulemaking."<sup>1</sup> NHLP is a legal advocacy center focused on increasing, preserving, and improving affordable housing; expanding and enforcing rights of low-income tenants and homeowners; and increasing housing opportunities for protected classes. Our organization provides technical assistance and policy support on a range of housing issues to legal services and other advocates nationwide. In addition, NHLP hosts the national Housing Justice Network, a vast field network of over 1,000 community-level housing advocates and tenant leaders. HJN member organizations are committed to protecting affordable housing and housing rights for low-income families and individuals nationwide. Meaningful tenant involvement is fundamental to all supported and public housing decisions, and the following comments draw on NHLP and HJN's extensive experience working for decades with advocates, residents, and Public Housing Authorities (PHAs).

**I. Families Who Achieve Employment and a Stable Income Should Not Be Punished**

We appreciate HUD's commitment to providing clean, safe, and affordable housing to the families who need it most. As a network of advocates working with a range of stakeholders, including homeless families, we understand that HUD must decide how to allocate its scarce resources. At times, it may be appropriate for a PHA to evict a family or remove a family's subsidized status to free up a subsidy for a family in need.

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<sup>1</sup> Strengthening Oversight of Over-Income Tenancy in Public Housing: Advance Notice of Proposed Rulemaking, 81 Fed. Reg. 5,677 (Feb. 3, 2016) (hereinafter "Over-Income Advance Notice").



However, HUD's stated goal in housing poor families is to help them become self-sufficient. The risk of implementing any policy that evicts or permanently denies families access to a subsidy if they are over-income is that it will punish families who have succeeded in gaining and maintaining employment, in line with HUD's goals, and does not recognize that family circumstances can change. In some housing markets, eviction will lead to displacement, further punishing over-income families by permanently removing them from their community. What is considered "over-income" by HUD, in many cases will be insufficient income to afford a home in the surrounding private rental market.

In crafting an over-income policy, HUD should also consider the value of income diversity in public housing. Successful public housing residents act as role models for surrounding families. Some become leaders within their community. In addition, over-income families provide desperately-needed funding to public housing programs.

We therefore urge HUD to adopt a policy that requires PHAs to perform an individualized assessment prior to terminating a family's participation in the program for being over-income. We outline factors below that should be included in the analysis. We also make recommendations to HUD about other policies that would be impacted by a federal rule on over-income tenants in public housing.

## **II. HUD Should Require an Individualized Assessment of Each Family Prior to Termination for Being Over-Income**

We agree with HUD's guidance that encourages PHAs to utilize discretion before removing over-income families from public housing.<sup>2</sup> If HUD requires PHAs to implement an over-income policy, HUD should require that PHAs take into consideration many different factors when determining whether a family should be terminated for being over-income. HUD should not impose a rigid policy with strict guidelines or benchmarks. In determining whether a family should be terminated from the program based on being over-income, PHAs should be required to consider factors such as:

- a. **Market conditions:** Local vacancy rates, rent levels, and availability of safe and decent housing are all important external factors that will help determine whether the family will be successful in finding alternative housing in the private rental market. In heated housing markets, for example, most families evicted from public housing will find they cannot afford an apartment, even if the family's income is 100% AMI. The unintended result could be displacement of families from their local communities.
- b. **Whether the family is significantly over-income:** PHAs should only be allowed discretion to consider eviction (or subsidy termination) of families that significantly exceed income limits for public housing. In its Over-Income Advance Notice, HUD has requested a definition of "significantly over-income." This determination should be made on a local level. In some areas, 100% of AMI will exceed the income limits for public housing such that the family can afford housing in the private market. In other areas, a family receiving 100% AMI will barely be able to find a suitable place to live. For example, the income limit in New York City's Public Housing is \$69,050 (80% AMI) for a family of four. 100% AMI is \$86,300. Should the family be evicted from public housing for being over-income, at 100% AMI, the family will not be able to afford decent and safe housing in a neighborhood of high opportunity, where rents can average over \$4,000-

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<sup>2</sup> Letter from Lourdes Castro Ramirez, Principal Deputy Assistant Secretary of HUD, to PHAs on September 3, 2015.



\$6,000 for a 2-bedroom.<sup>3</sup> NYCHA may choose to implement a policy that only allows for eviction or subsidy termination, then, when a family meets a 200% AMI threshold.

- c. **Family composition:** Advocates (and Housing Authorities) report that many families deemed “over-income” consist of parents with young adult children that recently entered the job market. Due to the start of a recent job, the family’s income increases, often temporarily. Families should not be penalized because an adult child household member begins to work. Many of these adult children leave the household within a few years and the parents again qualify as low-income. There is no social value to evicting families in this situation. In fact, an overly strict over-income policy runs the risk of incentivizing parents to evict their adult children and further exacerbate the problem of homelessness in tight rental markets.
- d. **Period of time in which the family has been significantly over-income:** A sound policy would require PHAs to look back at least three years when determining whether a family is significantly over-income. This will help the PHA determine whether the family is temporarily or permanently over-income. Families should not be evicted for a temporary change in income. Implementing a 3-year look back period will also alleviate the problem articulated above by avoiding adverse action against a family with an adult child who recently entered the workforce but may leave the household within a few years.
- e. **Hardship:** PHAs should be required to consider hardship related to an eviction for being over-income (such as a household member is caring for a relative close to the home or illness of a household member) or if the family’s income suddenly drops due to circumstances outside of the tenant’s control such as a temporary disability.
- f. **Other family characteristics:** Elderly and disabled tenants should not be subjected to an over-income policy that results in eviction. PHAs must provide reasonable accommodations to people with disabilities if moving out of their current public housing unit will have a significant negative impact. HUD regulations should explicitly state that a family is entitled to such an accommodation.

### III. Other Impacted Areas HUD Must Consider

Implementation of an over-income policy will impact HUD’s other program areas. We urge HUD to consider these issues prior to drafting a proposed rule:

- a. **Recertification:** Some public housing tenants are recertified every 3 years. If HUD chose to look back two years to determine whether a family’s income exceeded public housing income limits, the recertification rules would have to be revised.
- b. **Flat rents:** The flat rent rules would have to be significantly amended to reflect an over-income policy.

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<sup>3</sup> Figure is for January 2016 from MNS Real Impact Real Estate, Manhattan Rental Market Report, found at [http://www.mns.com/manhattan\\_rental\\_market\\_report](http://www.mns.com/manhattan_rental_market_report)



- c. **Streamlining:** Every HUD program has a different rule on over-income families. HUD should explain the policy rationale for its various rules.
- d. **Mixed Finance Buildings:** We urge HUD to consider how an over-income policy would affect tenants in mixed finance buildings such as a public housing property that receives tax credit. Given that a vast amount of the public housing stock is being redeveloped through mixed finance strategies, HUD should implement a mechanism whereby public housing tenants in a mixed finance building can switch to a market unit if the family becomes significantly over-income, consequently freeing up an ACC unit for a low-income family in need. If the family's income subsequently drops below the eligibility level, the policy could allow the family to seamlessly access a subsidized unit again. One way to accomplish this would be to implement a preference policy (although fair housing implications must be considered as well).
- e. **Other Programs:** HUD must consider the implications of an over-income policy on RAD and MTW.
- f. **H.R. 3700:** H.R. 3700 (Housing Opportunity Through Modernization Act) was recently passed unanimously by the House. Many of the undersigned organizations generally supported the bill, including the over-income provisions, which left to the PHA discretion whether to evict or charge over-income families the cost of the subsidy.
- g. **EID Exemption:** HUD has proposed exemptions to the over-income policy based on a family being qualified for the EID. This provision provides an important protection for families with a disabled member who is trying to work. However, H.R. 3700 would have an impact on this rulemaking because it eliminates the EID program. In the event that H.R. 3700 becomes law, HUD should consider adding language that would capture the spirit of the exemption in the absence of the EID. The regulation could be drafted to bar PHAs from evicting a family for being over-income if the family has a member who was previously unemployed but has been working in the past 24 months.

Thank you for your consideration of our comments and recommendations. We look forward to working with HUD and are happy to further discuss our suggestions. Please contact Deborah Thrope ([dthrope@nhlp.org](mailto:dthrope@nhlp.org)) should you wish to talk with NHLP and/or HJN members to clarify our position on these important issues.

Sincerely,

Deborah Thrope, National Housing Law Project

On behalf of HJN:

David Levin, Legal Aid of Marin

Mac McCreight, Greater Boston Legal Services (organization listed for identification purposes)

Emily Benfer, Health Justice Project, Loyola University Chicago School of Law

Judith Liben, Massachusetts Law Reform Institute

Bob Palmer, Housing Action Illinois

Debra Gardner, Public Justice Center

Lisa Greif, Bay Area Legal Aid  
Laura E. Flynn, Justice Center of Southeast Massachusetts, LLC  
Jeffrey Hearne, Legal Services of Greater Miami, Inc.



**From:** [Nikki Chuck](#)  
**To:** [PHA Public Comment \(PHCD\)](#)  
**Subject:** Smoke free public housing policy  
**Date:** Monday, March 28, 2016 11:07:16 AM

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What a wonderful smoke free public housing policy! I thank you for posting it online. Keep up the good work!

Nikki V. Chuck, MPH  
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**From:** [Jan Ding](#)  
**To:** [PHA Public Comment \(PHCD\)](#)  
**Subject:** Smoke free housing  
**Date:** Monday, March 28, 2016 11:01:12 AM

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Thank you for finally acknowledging that we need public housing to go smoke free!

- Jan



**From:** Jordan  
**To:** PHA Public Comment (PHCD)  
**Subject:** Smoke-free multi unit housing  
**Date:** Monday, March 28, 2016 11:07:16 AM

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Good morning,

Thank you for implementing these smoke-free restrictions! These policy changes will make the living environments a much healthier place to call home and not to mention an amenity for new renters and owners. This policy has the potential to save so many lives and money for the property and owners.

Best,

Jordan Boudlal

**From:** [Nancy Hernandez](#)  
**To:** [PHA Public Comment \(PHCD\)](#)  
**Subject:** Smoke free public housing  
**Date:** Monday, March 28, 2016 11:02:13 AM

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Congratulations for allowing residents to breathe freely without exposure to secondhand smoke in smoke free public housing.

This will benefit us all.

Thank you,

Nancy Hernandez

Sent from my iPhone