

HAWTHORNE HOUSE
TENANT SELECTION PLAN

Effective: July 15, 2015

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SECTION 1. MARKETING

Statement of Nondiscrimination

The Housing Authority of the City of Salem does not discriminate against any person due to disability; race; color; religion; sex; source of income; familial status; national origin; or actual or perceived sexual orientation, gender identity, marital status and/or domestic partnership in accessing, applying for or receiving assistance, or in treatment or employment in any of its programs and activities.

All public meetings are held in accessible locations. Appropriate aids (assistive listening device, interpreters, readers, assistance filling out forms, etc.) will be provided upon request. Complaints regarding accessibility of the Authority's programs to individuals with disabilities should be submitted in writing to Dominique Donaho, Salem Housing Authority, 360 Church St SE, Salem OR 97301-3707, ddonaho@cityfosalem.net. Questions or comments may be made by phone at 503-588-6368, or TDD Users dial 711. Requests for aid may also be directed to a SHA representative or other appropriate employee.

The Fair Housing Act prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, religion, sex, disability, familial status, national origin, lesbian, gay, bi-sexual and transgender individuals. Federal law also prohibits discrimination on the basis of age. Complaints of discrimination may be forwarded to the Administrator, Office of Fair Housing and Equal Opportunity, U.S. Department of HUD, Washington, D.C. 20410.

Outreach

Management will provide information pertaining to occupancy according to the Affirmative Fair Housing Marketing plan (AFHMP), to conduct outreach for the project.

The AFHMP will be reviewed every 5 years and updated as needed to ensure compliance with 24 CFR 200.260.

Management will review the demographics of the project area and determine whether advertising efforts should be targeted to different groups, under-represented racial or ethnic groups in the project area.

The AFHMP will be revised when a substantial change take place or when the local Consolidated Plan is updated.

The AFHMP will be posted in the leasing offices at the project.

If the receipt of applications is adequate in order to assure placement in vacant units for a 12-month period, outreach efforts may be discontinued. Applications and outreach efforts will be continued whenever it is necessary to maintain an adequate waiting list.

SECTION 2. COMPLETION OF APPLICATIONS, DETERMINATION OF ELIGIBILITY, SELECTION OF TENANTS

Completing Applications

The Housing Authority shall maintain a separate waiting list for the Hawthorne House, a 2 bedroom unit.

Determining Eligibility

To be eligible for placement, applicant(s) must qualify as a Family per Section 19, and all household members age 18 and above must disclose and verify that they have a valid/assigned social security number from the Social Security Administration.

Initial Income Eligibility

All applicants being placed into the unit shall have annual gross incomes third-party verified not to exceed 80% of median income as established and published by HUD.

General Requirements

Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet for clothing).

Incomplete, inaccurate or falsified information will be grounds for denial.

Application will be denied if applicant fails to disclose any criminal activity for any household member on the application and public record indicates otherwise.

Co-signers will not be allowed.

Applicants that owe money to the Authority or any other PHA, in connection with any assisted housing program, may apply for assistance and be placed on the waiting list, however, all money owed must be paid to the PHA in which the debt was incurred prior to receiving any form of assistance.

If an applicant's name comes to the top of the waiting list and it is determined that they owe money to the Authority, or any other PHA, they will be notified of the amount owing and will be given ten (10) calendar days from the date of notification to make payment in full. If payment is not made in full, the applicant's name will be placed at the bottom of the waiting list.

Income Requirements

Monthly gross income shall equal 2 times the stated monthly rent. (Exceptions: Section 8 voucher holders are exempt from this requirement.)

Rental Requirements (References)

Home ownership is verified through the county tax assessor. Mortgage payments must be current.

Home ownership negotiated through a land sales contract will be verified through the contract holder.

FED/judgment free rental history will be required for the most recent 12-month period. For those applicants with FED's/judgments dated older than the most recent 12 months, if approved, an additional security deposit equal to one month's contract rent will be required.

Rental history demonstrating residency, but not third party rental history (i.e.; residency that is, or has been with parents, other family, student housing or military housing), may require an additional security deposit equal to a full month's rent. Decision to charge an additional security deposit will be based solely at the discretion of the Property Management Supervisor.

Rental history reflecting past due rent or an outstanding balance may be denied. This includes but is not limited to money owed to a current or previous landlord, property Management Company or public housing agency.

Applicants who are able to verify through third party that they are current with a repayment agreement or who can verify that there are extenuating circumstances that need to be considered, on a case-by-case basis, may be approved, upon receipt of such verification, however if approved the applicant will be required to pay additional security deposit equal to a full month's contract rent.

Rental history that reflects a record of disturbance of neighbors, destruction of property, negative behavior, living or housekeeping habits at prior residences, which may adversely affect the health, safety or welfare of other residents may be basis for denial of the application.

Observed behavior that indicates that such behavior may adversely affect the peaceful enjoyment of the property by current residents, may be basis for denial of the application.

Credit requirements

Outstanding bad debt up to \$4,999 (excluding medical collections and/or vehicle repossessions) may require payment of an additional security deposit equal to one month's contract rent.

Outstanding bad debt (excluding medical collections and/or vehicle repossessions) exceeding \$5,000, will result in the application being denied, unless applicant can

provide verifiable rental history. Upon providing verifiable rental history, Southfair Apartments Management may use its discretion to require applicant to pay an additional security deposit equal to one month's contract rent.

For bankruptcy filings less than one year, approval may be granted if the bankruptcy was due primarily to medical debt and if proof of positive rental history for two or more years can be provided and upon payment of double security deposit. Two payments (no less than 45 days apart) can be made toward the security deposit.

Drug-related/Violent Criminal Activity

When applicant initially applies for housing assistance (Waiting List Request), and when final eligibility is being determined (Long Application), landlord shall conduct a search of public records to determine whether the applicant or any proposed tenant has been engaged in, arrested and/or convicted of any crime.

Drug or Criminal Activity Subject to Denial/Termination

<u>VIOLATION</u>	Waiting Period (beginning with the most recent incident date)
Armed Robbery (Use of a gun or knife during robbery)	10 years
Arson I	7 years
Assault II	7 years
Assault III	5 years
Assault IV/Domestic Violence (serious or multiple offenses and/or no contact order)	3 years
Assault IV (domestic violence while a program participant)	3 years
Assault of a Public Safety Officer	5 years
Attempted Homicide (including strangulation)	10 years
Burglary I or II	3 years
Criminal Mistreatment (Child endangerment; criminal mistreatment; maintaining/jeopardizing the welfare of a minor)	3 years
Criminally Negligent Homicide (Class C Felony)	7 years
Drug sale or distribution	5 years
Drug manufacturing - all drugs except for methamphetamine and marijuana	10 years
Drug manufacturing - marijuana only (conviction)	18 months
Drug manufacturing - methamphetamine only (conviction)	Ineligible for life
Drug use/possession (all drugs) (may be waived with treatment certificate)	18 months
Evictions from federally assisted housing for other than drug related criminal activity.	3 years
Evictions from federally assisted housing for drug-related criminal activity. A family member has been evicted from federally assisted	5 years

housing for drug-related criminal activity for five years from the date of the <u>eviction</u> . If the evicted family member has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, SHA may admit the household.	
Felon in possession of a firearm	5 years
Forgery	3 years
Forgery of SHA Checks or Documents	10 years
Fraud - A family member has committed a fraud in connection with any federally assisted housing program.	10 years
Fugitive Felon; Parole Violator or has current violation warrant	Ineligible
Harassment/menacing	2 years
Identity Theft (convictions)	5 years
Kidnapping	7years
Landlord References – unfavorable	Ineligible
Manufacturing Methamphetamine – Conviction	Ineligible for life
Manslaughter - 1 st degree (Class A felony)	15 years
Manslaughter - 2 nd degree (Class B felony)	10 years
Manslaughter – criminally negligent homicide	7 years
Misrepresentation – Applicants terminated for misrepresentation of their family income while a participant in a federally assisted housing program, or who entered into a repayment agreement that has not been honored and/or who filed for bankruptcy protection.	10 years
Murder/aggravated murder	Ineligible for life
Pattern of Alcohol abuse	3 years
Pattern of Criminal Activity (History shows pattern repeated when released from a penal institution)	Ineligible
Requirement to Register as a sex offender	Ineligible for life
Robbery	5years
Sex Crimes that do not require registration as a sex offender	7years
Social Security Numbers – any household member who is using an invalid; bogus; unofficial; and/or a social security number that has not been assigned to them by the Social Security Administration.	Ineligible
Stalking	3 years
Theft I	3 years
Theft of services (assistance received due to misrepresentation of income or deductions) from any social service agency including SHA	5years
Use of non-assigned social security number to obtain federal, State, or local housing assistance	2years
Unlawful use of a weapon	5years
Utilities – inability to get applicable utilities in their name	Ineligible
Threatening or violent behavior against an employee of a housing	Ineligible for life

authority. Any family member verified to have ever engaged in or threatened abusive or violent behavior toward Housing Authority personnel shall be permanently denied housing. <i>“Abusive or violent behavior”</i> towards HA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or verbal, that is customarily used to insult or intimidate, may be cause for termination or denial. <i>“Threatening”</i> refers to verbal or written threats or physical gestures that communicate intent to abuse or commit violence. <i>Actual physical abuse or violence will always be cause for denial/termination.</i>	
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The number of years that a family or individual is ineligible is based on the criteria set above and is not cumulative. For example, someone arrested for distribution of drugs and Assault III would be ineligible for 7 years from the most recent incident date, not a combination of the two. Tenant/applicant shall provide, upon request, proof of criminal activity-free record from Salem Police Department

Additional screening criteria

The following situations are grounds for denying housing placement to applicant households, or may be grounds for terminating tenancy:

- A family member has committed a drug/violent criminal activity per the Drug/Violent Criminal Activity Chart cited previously.
- An applicant or participant household has provided incomplete, inaccurate or false information.
- An applicant or participant who is using an unauthorized and/or invalid social security number.
- An applicant or participant has not signed all release forms required by SHA.
- An application fails to disclose a criminal activity for any household member on the application, and public record indicates otherwise.
- If screening indicates that additional deposits will be required in more than one category (denied income, rental history, credit history and criminal arrests/convictions), the applicant will be denied.
- Holders of the Oregon Medical Marijuana Card must forfeit their card before receiving assistance.

Maintaining the Waiting List

It is the intention of the Authority to leave the waiting list open. The waiting list may be closed when it is determined that there is an adequate supply of applicants on the list to cover placements in a twelve month period. When waiting lists are open, applications will be accepted from all those who are apparently eligible.

The pool of active applications shall be kept current by applicants reporting any changes in eligibility and by withdrawing applications when applicants fail to respond to the Housing Authority's requests to verify eligibility or other correspondence directed to the applicant from the Housing Authority. Such correspondence shall state that if the applicant does not respond within a given period of time, the Housing Authority's intent is to withdraw the application.

Each application shall reflect the date and time received and will be placed on a computerized waiting list.

If during the applicant's interview it is determined that the applicant is ineligible, the applicant will be so informed and the application will be classified as ineligible. In such instances, sufficient information is to be retained in the files to establish ineligibility.

Selecting Tenants from Waiting List

Applicants will be selected in date and time order of application, with the following gross income limit guideline: gross annual income cannot exceed 80% of median income.

If an applicant rejects the offer of a unit for which they are eligible, the applicant's name will be removed from the active waiting list and the applicant will be notified of the need to submit a new application for placement on the waiting list.

SECTION 3. INCLUDED/EXCLUDED INCOME

Income and assets will be determined per 24 CFR Part 5 and HUD Handbook 4350.3 Rev. 1 Change 4.

Calculating Annual Income

When analyzing income, year to date income must be considered and compared to the wage/salary calculation. When annualizing year to date income SHA will round the number of weeks to a whole week depending on what the result is when the decimal point is carried out one point (e.g. 13.47 would round to 13 weeks; 13.50 would round to 14 weeks).

SHA will count the highest amount of income possible, unless the household is determined to be over the applicable income limit. At that point, SHA will analyze each source of income and determine if a lesser amount is more accurate. SHA will follow up with the applicable third party source in order to make this determination.

Income that cannot be anticipated for a full 12 months (such as unemployment compensation) will be calculated assuming the current circumstances will last a full 12

months unless there is a foreseeable change in the future that would cause the income calculation to be greater.

SECTION 4. VERIFICATION OF FAMILY COMPOSITION AND INCOME

Picture Identification for all Household Members Age 18 and Above

All heads of household and/or spouse, and household members aged 18 and above will be required to provide picture identification.

- Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification.
- If head of household and/or spouse, or household member who is age 18 and above is unable to provide picture identification, two other forms of identification will be required in lieu of the picture identification. SHA will determine if the identification provided is acceptable.
- Other forms of acceptable identification may include, but are not limited to: birth certificate, social security card, and insurance identification card.

Identification of All Other Household Members

All other household members are required to provide a form of identification which may include, but are not limited to: birth certificate, valid proof of social security number, insurance identification card, immunization card, or school record.

Valid/Assigned Social Security Numbers

All family members must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing or terminate the lease of the family at their next schedule annual recertification beginning with annual recertifications.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information.

SHA will not add an individual to an existing household if they are unable to disclose and verify a valid/assigned social security number.

Estrangements/Separations

If an applicant states that he/she is married but is estranged from or in the process of a separation from his/her spouse, tenant must complete management's estrangement/separation certification in order to prove the spouse will not be residing in the unit.

Live-in Aide

In order to determine a household member's need for a live-in aide, SHA must obtain third-party verification, in the format required by SHA, from a healthcare professional that confirms that the live-in aide is:

- Essential to the care and well-being of the household member;
- In no way obligated to support the household member, and
- Is only in the unit to provide supportive services to the tenant.

Once third-party verification has been received establishing the need for as live-in care provider, SHA will:

- Conduct a background screening for the individual intending to be the live-in care provider to ensure there is no criminal history that would prohibit them from being on the property and/or in the unit; and
- Have the live-in care provider sign a self-affidavit, in a format required by SHA, declaring that he/she understand they have no rights to the unit, that they must follow the rules established within the lease signed by the resident household, and that the live-in aide will vacate the unit if the tenant no longer requires supportive services or moves out of the unit.

SHA will not:

- Consider the live-in aide's income with that of the household's annual income; or
- Have the live-in aide sign the lease agreement.

Note: The children or other family members of a live-in aide's households are not allowed to reside in the unit.

Verification of Income/Assets

In all cases involving third-party verification of income, verification must be received prior to the execution of Lease Agreement and the actual move-in, interim and/or annual recertification effective date. Faxed verifications will be accepted as long as the verifiable source receives and re-submits the fax.

For all actions requiring third party verification – the following applies:

Effective term of verifications for determining initial and on-going eligibility is valid for 120 days prior to the effective date. After this time, a new verification must be obtained.

Attempt must be made to obtain written third party verification. Verifications requests must be sent and/or faxed directly to and returned by the third-party source. If faxed,

facsimiles should clearly show a header or footer indicating from where it originated and from where it was returned. Verifications will be dated stamped in upon their receipt by management.

Verbal verifications are only acceptable to clarify information already provided on the written documentation. Any other use of verbal verification is not acceptable. If written verification cannot be obtained, management will consider the household ineligible unless eligibility can be established through appropriate documentation.

Verifications must never be altered. Whiteout should never be used. If verifications received from the third party source contains whiteout a follow up call to the third party source is required to document why the verification form was altered.

When a verification needs clarification, a clarification memo will be placed in the file which includes the information clarified; the name; signature and date of the staff member obtaining the clarification as well as the name of the person providing the requested clarification, their title, phone # and the date and time of the call.

Assets

Assets totaling \$5,000 or more must be verified through third-party sources. Assets totaling under \$5,000, and the income received from the asset(s) can be self-certified by completing an Under \$5,000 Asset Certification Form. Households, who declare they have no assets, are no required to complete the above mentioned form.

Bank Accounts (checking, savings, etc.)

- Verification of assets completed by the bank where held;
- Copies of bank statements. For checking accounts, applicant/tenant must provide the most recent six months of statements to get the average six-month balance. For savings accounts, applicant/tenant must provide the most recent bank statement.

Trust Funds

- A letter from the trust administrator or representative;
- A copy of the most current fund statement

Personal Property Held as an Investment

- A copy of a current appraisal of value.

Real Estate

- Copy of the most current tax assessment or statement from a real estate broker;
- If under a contract of sale, a copy of the contract;

- For the outstanding loan balance, a payoff statement from the mortgage holder

Stocks, bonds, etc.

- Copy of the most current account statement from a brokerage firm; or
- A statement from a brokerage account representative.

Retirement and Pension Funds

- Copy of the most current account statement showing the ownership (vesting) percentage; or
- Copy of the most current benefit statement

Whole Life or Universal Life Insurance Policy

- Copy of the most current statement of cash value; or
- Statement from the insurance company as to the value of the policy.

Mortgage or Deed of Trust

- A copy of an amortization schedule relating to the specific term and interest rate of the mortgage.

Acceptable Verifications

Employment Income

- Employment verification form completed by the employer or a statement from the employer on company letterhead (which must include the anticipated income for the following 12 months); or
- If management is able to document management is unable to obtain the above; management will accept six of the most current pay stubs from the employer showing gross income per pay period and frequency of pay, unless tenant is able to verify that their employment started within the six most current pay stub period; or
- A copy of the most recent income tax return signed by the applicant/tenant or copies of Form W-2 providing the amount of income, including income from tips and other gratuities, supported by current check stubs from the employer.

Self-Employment

- Accountant's or bookkeeper's statement of net income (if the accountant or bookkeeper is not the business owner) and a statement from the business owner regarding anticipated income;

- Financial statement(s) of the business along with an affidavit or notarized statement from the applicant forecasting the anticipated income for the 12 months following certification; or
- The prior year's income tax return (Schedule C and 1069 and 1040 or K-1) along with a statement from the applicant/tenant forecasting the anticipated income for the 12 months following certification.

Social Security, pensions, supplemental security income (SSI), Disability Income

- A benefit verification form completed by the agency providing the benefits;
- An award or benefit notification letter prepared by the authorizing agency. (Note: copies of checks, bank statements reflecting automatic deposits or deposit slips are not acceptable forms of verification.
- Note: If the Social Security Administration or other plan provider has published a Cost of Living Adjustment (COLA), the increase will be included as appropriate.

Unemployment

- A verification form completed by the employment compensation agency, or
- Records from the unemployment agency stating payment dates and amounts.
- Note: The weekly benefit amount should be multiplied by 52 weeks regardless of how many weeks the applicant/tenant is entitled to collect unless there is an imminent change.

Alimony/Child Support

- Alimony or child support that is court ordered or otherwise supported by a written document must be included as income unless:
- The receipt of the child support or alimony certifies the funds are not being received and are not expected to be receiving during the certification period; and
- Reasonable efforts have been made to collect the amount due, including filing with courts or agencies responsible for enforcing payments.

Documentation of Alimony/Child Support

- A copy of a separation or settlement agreement, a divorce decree or verification from a clerk of the court stating the amount and type of support payment schedule;
- A printout or statement from the Support Enforcement Agency (for child support verification) addressing support for all children in the household;
- An affidavit from the person paying support;

- A copy of the most recent check and documentation regarding the frequency of payments;
- As a last alternative, the applicants/tenants statement or affidavit of the amount being received. The file should include a detailed explanation of why none of the alternatives listed above could be provided.

Recurring Contributions to the Household

- A signed affidavit by the person providing the assistance. The statement should include the purpose, dates and value of the contributions or gifts.
- A letter from the bank, attorney, or trustee providing the necessary information; or
- A statement from the applicant/tenant providing the necessary information. The statement must include an explanation detailing why neither of the alternatives listed above could be obtained.

Unemployed Applicant/Tenant

- The unearned income of unemployed applicants/tenants receiving regular income from any source, such as Social Security, pensions, recurring gifts, etc. must be verified as described previously.
- Additionally, if the applicant/tenant indicates that they have no earned income, or is currently unemployed and claiming zero income, or is unemployed but anticipates beginning work within the next 12 months; the applicant/tenant must complete an Unemployed Affidavit.

Student Income

All educational assistance of part-time or full-time adult students is considered income for the purpose of determining eligibility, with the exception to the following:

- Part-time or full-time students 24 years of age or older with a dependent child (count NO portion of educational assistance);
- Student loans are excluded from income;
- Exclude the cost of tuition. The cost of tuition is determined by the school (books are not included as a cost of tuition).

Unearned income being received by a full-time student (such as TANF, Social Security, Unemployment Benefits, etc.) is included with the household income in its entirety.

Earned income of full-time students 18 years of age or older who are not the head; spouse or co-head is excluded to the extent that it exceeds \$480 annually.

SECTION 5. OCCUPANCY STANDARDS

Each unit is intended for single-Family occupancy and is to be occupied according to the following occupancy standards:

The number of persons allowed per unit is in accordance with the following occupancy standards:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
2	2	5

The Property Management Supervisor will consider a family's request for an exception to the occupancy standards based on special circumstances such as, but not limited to:

- Spouses who because of verified medical reason cannot share a bedroom;
- An elderly, handicapped, or disabled person who requires a live-in attendant (per verification); and/or
- Additional generations (for example, family consists of mother, father, two children and grandmother).

SECTION 6. LEASING A UNIT

A Rental Agreement is to be entered into between this Authority and each Tenant Family. The Rental Agreement reflects the conditions governing occupancy.

Execution of Rental Agreement

All Family members are required to execute a Rental Agreement, in duplicate, prior to actual admission. The copy is to be given to the Tenant and the original retained by the Authority.

If at any time during the life of the Rental Agreement, any change in the Tenant's status results in the need to change or amend any provisions of the Agreement, or if this Authority desires to waive any provisions with respect to the Tenant, (1) the existing Agreement is to be canceled and a new Agreement executed; or (2) an appropriate rider is to be prepared and made a part of the existing Agreement.

The term of the initial rental agreement shall be for one month, and shall automatically be continued without notice month-to-month thereafter, unless said Rental Agreement is terminated in accordance with provisions in the Rental Agreement.

Cancellation of Rental Agreement

Cancellation of a Tenant's Rental Agreement is to be in accordance with the provisions contained within the Rental Agreement.

SECTION 7. EVICTIONS/TERMINATIONS OF RENTAL AGREEMENT

Evictions will be issued within the provisions of the Tenant Lease/Rental Agreement and Oregon state law and/or the HOME Program.

All evictions must be for “good cause.” “No cause” evictions are not allowed. Good cause is determined by State or local law, and non-renewal of a lease agreement without “good cause” is prohibited.

In the event that the tenant fails to occupy the premises for a continuous period of 15 days or more without the written consent of Management, Management may terminate the agreement.

Management shall give written notice of termination of agreement by giving:

- a. A 72 hour notice if the rent is seven days in arrears;
- b. A 24 hour notice, with no right to remedy, if the tenant or any member of the household or guest irreparably endangers or threatens to endanger the health or safety of Management employees, tenants or other persons lawfully on the premises; or threatens immediate irreparable damage to any property of Management, another tenant or another person lawfully upon the premises, or commits any act which is outrageous in the extreme;
- c. 30 day notice for transfer or sale of property (all units covered under this Tenant Selection Plan).

SECTION 8. SECURITY DEPOSITS

A refundable security deposit of \$350.00 will be required. If an additional deposit is required per Section 2 of this Policy, the refundable deposit will increase accordingly.

Applicants are required to pay the security deposit on the date of lease signing, unless otherwise arranged by the tenant and Housing Authority.

SECTION 9. RENT COLLECTIONS

SHA will not permit partial rent payments unless an exception is made on a case-by-case basis by Authority personnel. Prepayment of the monthly rent will not be encouraged; however it will be permitted when tenants are to be away from home when their rent is due. Tenants will be requested to mail or take their rent to the Housing Authority office. Rent is to be paid per the tenant lease.

Tenants are asked to pay rent with checks; money orders or cashier's checks.

Rents are due and payable on or before the first of each month per the rental agreement. If the tenant does not pay the full amount of rent by the end of the 5th day of the month, SHA may terminate the lease for non-payment of rent.

SECTION 10. INTERIM REPORTING CHANGES IN FAMILY COMPOSITION

Interims (All Units)

All changes in family composition must be reported within 14 days of the occurrence.

Additional household members must have prior approval by management, with the exception of additions due to birth.

If adding a new household member results in the household size exceeding the maximum occupancy standard for the units' size, approval may be denied by management.

New household members who are age 18 and over, will be required to complete an application and pay all applicable screening fees.

New household members, who are under the age of 18, are also subject to prior approval by management, however, if approved there is no requirement for an interim income interview.

SECTION 11. INSPECTIONS

Periodic Inspections

SHA will inspect each unit annually and at other times necessary to ensure that the tenant is meeting the obligation to maintain the unit. SHA conducts inspections using the Uniform Physical Conditions Standards established by the Housing and Urban Development Department (HUD).

Inventory

The Authority will inventory the appliances and mechanical equipment. Units will not be released for occupancy initially until all equipment has been checked to ensure it is properly installed and operating correctly.

Painting

The interior of the apartment will be painted as needed.

Tenant's Responsibility to Maintain Dwelling

Tenants will be asked to report major and/or minor repair needs to SHA by calling the maintenance section during office hours. An after-hours telephone number will be made available to tenants.

Maintenance charges for tenant-caused damages due to accident, carelessness or neglect will be made in accordance with SHA's Schedule of Maintenance Charges. Payment for Maintenance repairs will be due in full 30 days after the billing date.

SECTION 12. SMOKING

Smoking is prohibited effective 9/14/2010 for new admissions and effective 11/1/2010 or at the end of the initial lease term, whichever is later.

This policy applies to all residents, guests, visitors, service personnel and employees.

Smoking is allowed only in those areas established and designated as smoking areas by Management. Cigarettes are to be disposed of in cigarette disposal receptacles.

Enforcement Plan

1st violation - verbal warning followed by smoking cessation materials

2nd violation - written warning letter with smoking cessation materials

3rd violation - 30 day termination notice with 14 day option to remedy

4th violation - 10 day termination notice

Tenants who do not abide by the No Smoking policy will be in violation of their lease and SHA will take steps to terminate the lease.

SECTION 13. APPLICANT/TENANT MISREPRESENTATION/FRAUD

Any Family the Housing Authority determines to have misrepresented Family Income, assets, composition, assignment of invalid/unauthorized social security numbers or to have failed to report a change in Family composition, will be required to attend a conference to discuss the misrepresentation/fraud, and will be given one week following the scheduled conference to correct the misrepresentation/fraud.

If a Family, upon review of the corrected information, is determined to have been ineligible at the time of initial placement, the Housing Authority shall notify the Family that they are ineligible and that they must vacate the unit.

Any Family may be declared ineligible for any future assistance if that Family: 1) fails to attend the conference, or 2) fails to correct, to the satisfaction of the Authority, the misrepresentation/fraud within one week of the conference.

SECTION 14. DENIAL OF APPLICATION AND TERMINATION OF TENANCY

SHA may deny an application, deny participation, and decline to enter into a Lease, or take steps to terminate tenancy in the following cases:

Households with outstanding balances, owed to the Salem Housing Authority (SHA) in connection with any SHA administered housing program/project may apply for placement on the waiting list, however, all balances must either be paid in full prior to being placed in a program/unit, or applicant must be current with an agreed upon repayment agreement.

If a household's name comes to the top of the waiting list and it is determined that they have an outstanding balance with SHA, they will be notified of the amount owing and will be given ten (10) calendar days from the date of notification to make payment in full, or verify that they are current with their agreed upon repayment agreement. If

payment is not made in full or if the applicant is not current with their agreed upon repayment agreement, the household will be denied and their application will be removed from the waiting list.

If the applicant or participant household has committed any fraud in connection with any federal housing assistance program, an application shall not be accepted and/or steps will be taken to terminate tenancy.

If an applicant household provides incomplete, inaccurate or falsified information, SHA may deny placing the applicant's name on the waiting list, as well as being grounds for subsequent termination of tenancy upon later determination of information being falsified. If a participant provides incomplete, inaccurate or falsified information, SHA may take appropriate steps to terminate tenancy.

If an applicant or participant household fails to disclose and verify assigned social security numbers, their application will not be accepted.

All family members must provide a valid/assigned social security number. Failure to provide a valid/assigned social security number is cause to deny housing.

Family members who provide an invalid, bogus, unofficial social security number, or a social security number that has been assigned to another individual, will be denied placement for providing false misleading information.

SHA will not add an individual age 18 year of age or older to an existing household if they are unable to disclose and verify a valid/assigned social security number

If an applicant or participant fails to sign all release forms required by SHA, their application may not be accepted.

Any material violation of the rental agreement is grounds for termination of the tenancy.

Failure to comply with the annual recertification requirements is grounds for termination of tenancy.

SECTION 15. 504 COMPLIANCE

Common spaces are accessible and reasonable alterations will be made to the unit to meet the UFAS Standard as required by Section 504.

SECTION 16. DEFINITION OF TERMS

Annual Income

Gross income anticipated to be received by the Family during the 12 months following the effective date of admission or recertification of annual income.

Applicant

A single person and/or spouse who has applied for placement and who has not yet been placed into a unit, nor signed a Rental Agreement.

Approved Transfers

Approved transfers will be transferred without being placed on the waiting list.

Contract Rent

The total amount of rent specified in the Rental Agreement to be paid by the Tenant Family to the Housing Authority of Salem.

Covered Person

A tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Domestic Partnership

A relationship between two people who are each at least 18 years of age; are each unmarried; are each other's sole domestic partner and intent to remain so indefinitely; are not related by blood closer than would bar marriage in the State of Oregon; are residing together, sharing the common necessities of life, and are responsible for each other's common welfare; and have registered, certified, or affirmed their relationship with any jurisdiction in the United States which has a domestic partnership or civil union registry, or with the State of Oregon's Public Employees Benefits Board.

Drug

A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

Drug-related Criminal Activity

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug (21 U.S.C. 802)

Eligible Applicant

A family that meets income eligibility and reference criteria.

Family

Family is defined as:

Two or more persons sharing residency whose income and resources are available to meet the Family's needs and who are related by blood, marriage, or operation of the law, or have evidenced a stable Family relationship.

Gender identity

A person's actual or perceived sex, including a person's identity, appearance, expression, or behavior with respect to actual or perceived sex, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth

Guest

A guest/visitor is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Tenants have the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near the premises.

A guest may remain in an assisted unit no longer than 14 consecutive days or a total of 14 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (i.e., care of a relative recovering from a medical procedure expected to last more than 14 consecutive calendar and/or cumulative days in a 12 month period).

An exception will not be made unless the family can identify and provide documentation to the satisfaction of SHA, of the residence to which the guest will return.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

Guests who stay in an assisted unit for more than 10 hours at any time within a 24-hour period, use the amenities of the unit for any purpose, i.e. using the bathroom, taking showers, using laundry facilities, storing clothes, or using the unit for a mailing address will be considered an unauthorized occupant, which constitutes violation of the lease. This includes guests who stay in an assisted unit only on weekends.

SHA will review the following types of documentation to help in its determination of a visitor's status:

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors, Police and/or any other reliable source will be considered in making the determination.

Use of the unit address as the visitor's current residence for any reason shall be construed as their primary place of residence.

The burden of proof that the individual is not a guest rests entirely on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and SHA may take lease enforcement action.

Identification

Picture identification may include, but is not limited to: driver's license, motor vehicle identification card, passport, military identification card, or employment identification. Other acceptable forms of identification may include, but are not limited to: birth certificate, social security number, insurance identification card.

Live-In Aide

A person who resides with an elderly person or disabled person 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.
- Would not be living in the unit except to provide necessary supportive services.

Other person under the tenants control

Means that the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control;

Is a short-term invitee who is only under the tenant's control during the period of the invitation and is on the premises because of that invitation; and

Would be limited by the brevity of the visit and would not extend to activity off the public housing premises

Participant

A Family becomes a participant when the Housing Authority executes a Rental Agreement with the Tenant Family.

Premises

Defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

Sexual orientation

A person's actual or perceived heterosexuality, homosexuality, or bisexuality.

Source of Income

Refers to the means by which a person supports himself or herself as his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, court-ordered payments, gifts, bequests, annuities, life insurance policies, and compensation for illness or injury; but excluding any money or property derived in a manner made illegal or criminal by any law, statute or ordinance.

Very-Low Income Family

A Family whose Annual Income does not exceed 50% of the median income for the area as determined by HUD.

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

SECTION 17. VAWA ACT (VIOLENCE AGAINST WOMEN ACT)

The Violence Against Women Act (VAWA) (42 U.S.C. 1437f and 42 U.S.C. 1437d) provides statutory protections for victims of domestic violence, dating violence, sexual assault, and stalking.

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 607(2) of VAWA adds the following provision to Section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:

Management shall not deny admission to the project to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

Definitions Used in VAWA

- The term *bifurcate* means, with respect to a Public Housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated 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 term *dating violence* means 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
 - The frequency of interaction between the persons involved in the relationship
- The term immediate family member means, with respect to a person: (1) a spouse, parent, brother, or sister or child of that person to whom that person stands in locoparentis; or (2) any other person living in the household of that person and related to that person by blood or marriage.
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
- The term VAWA mean: The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C, 1437d and 42 U.S. 1437f.

VAWA Protections

Applicants

Admission to the program shall not be denied on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant otherwise qualifies for assistance or admission.

Management acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history that would warrant denial under this tenant selection plan. Therefore, if Management makes a determination to deny admission to an applicant family on the basis of an unfavorable history, Management will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

Tenants

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim.

Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

Limitations of VAWA Protections

Nothing in the VAWA regulations limits the authority of Management to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, or stalking, provided that SHA does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.

Nothing in the VAWA regulations may be construed to limit the authority of Management to evict any tenant or lawful occupant if Management can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to tenants, if that tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be considered an "actual imminent threat" if they meet the standards provided below.

Any eviction will be utilized by Management only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeing other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on

stereotypes, but must be tailored to particularized concerns about individual residents.

Actual and Imminent Threat

An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

Request for Documentation

When Management is presented with a claim for continued or initial tenancy based on status as a victim of domestic violence, dating violence, stalking or criminal activity related to domestic violence, dating violence, or stalking Management will request that the individual making the claim document the abuse.

The request for documentation will be in writing and the tenant or applicant will be required to submit documentation within 14 business days after the date the individual received the request for documentation. Management, at its own discretion, on a case by case basis, may extend the time period for submitting the documentation.

Forms of Documentation

The required documentation may:

- 1) Consist of a certification form indicating that the individual is a victim of domestic violence, dating violence or stalking and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse. Such certification must include the name of the perpetrator, and may be based solely on the personal signed attestation of the victim; or
- 2) Consist of a Federal, State, tribal, territorial, or local police report or court record; or
- 3) Consist of documentation signed by an employee, agent, or volunteer of an employee, agent or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence,

dating violence or stalking has signed or attested to the documentation; and

- 4) Shall be kept confidential by Management. Management shall not:
- i) Enter the information contained in the documentation into any shared database;
 - ii) Allow Management employees or those within their employ (e.g. contractors) to have access to such information unless explicitly authorized by Management for reasons that specifically call for these employees or those within their employ to have access to this information; and
 - iii) Disclose this information to any other entity or individual, except to the extent that disclosure is:
 - A) Requested or consented to by the individual making the documentation in writing;
 - B) Required for use in an eviction proceeding, or
 - C) Otherwise required by applicable law.

Failure to Provide Documentation

In order to deny relief for protection under VAWA, Management must provide the individual with a written request for documentation of the abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt of Management's written request, or such longer time as Management at their discretion may allow, VAWA protections do not limit the authority of Management to evict the tenant or a family member for violations of the lease that would otherwise constitute good cause to evict. The 14-business day window for submission of documentation does not begin until the individual receives the written request. Management has discretionary authority to extend the statutory 14-day period.

Discretion to Provide Relief

At its discretion, Management may allow tenancy and/or lift an eviction for an individual based solely on the individual's verbal statement or other corroborating evidence. Management's compliance with this section, whether based solely on the individual's verbal statements or other corroborating evidence, shall not alone be sufficient to constitute evidence of an unreasonable act or omission by Management or an employee of .

Response to Conflicting Certification

In cases where Management receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, Management may determine which is the true victim by requiring third party documentation as described in this section and in accordance with any HUD guidance as to how such

determinations will be made. Management shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

Remedies

Lease Bifurcation

Notwithstanding any Federal, State, or local law to the contrary, Management may bifurcate a lease, or remove a household member from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any tenant or lawful occupancy who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, or local law for termination of leases under the public housing program.

Court Orders

Nothing in the final rule may be construed to limit the authority of Management, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and to address the distribution of property among household members in a case where a family breaks up.

Effect on Other Laws

Nothing in the final rule shall be construed to supersede any provisions of any Federal, State or local law that provides greater protection than the final rule for victims of domestic violence, dating violence or stalking.