

BUFFALO MUNICIPAL HOUSING AUTHORITY

Admissions and Continued Occupancy Policy (A.C.O.P) B.M.H.A. FEDERAL DEVELOPMENTS



All changes effective as of July 1, 2010

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INTRODUCTION

The policies set forth in this document represent the conditions governing eligibility, admissions, continued occupancy, lease terminations, and evictions in the Buffalo Municipal Housing Authority (BMHA) federally subsidized low income public housing program.

The policies contained herein have been established to accomplish the following objectives:

1. To provide a clean, decent, affordable and safe living environment in all of the Authority's developments.
2. To assure that selection among eligible applicants is objective and reasonable.
3. To preclude admission or continued occupancy to applicants or tenants whose habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment of any development.
4. To afford the opportunity to apply and live in public housing without regard to race, color, religion, sex, disability, familial status or national origin.
5. To comply with all Federal, State and Local laws, regulations, and agreements including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 11063, the Quality Housing and Work Responsibility Act of 1998, and any applicable State or Local ordinances.
6. To afford the opportunity for resident involvement in the Occupancy and Management processes of the BMHA.

The Authority is committed to operating a socially and financially sound low-income housing program that encourages tenant participation and involvement. The Authority is also dedicated to maintaining occupancy goals so that the Authority can preserve a sound financial status and support maintenance, security, and management functions for the benefit of its residential communities.

The BMHA's policies shall endeavor to avoid concentrations of the most economically and socially deprived families in any of its' developments. The BMHA anticipates it can achieve this social and economic balance through the application of policies contained in this document, and a planned marketing effort that outreaches to all constituents of the community.

In compliance with HUD Agency Plan requirements, changes to the discretionary polices contained in this document are subject to review and comment by the BMHA Resident Advisory Board and inclusion in the annual Agency Plan public review and hearing process.

Changes made to satisfy statutory requirements or to annually update flat rent schedules, utility allowance schedules, and the schedule of other charges to tenants that are reflective of actual costs are not subject to review by the Resident Advisory Board. Such changes become effective upon approval by the BMHA Board of Commissioners and completion of any mandated posting period.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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

1.0 Fair Housing and Equal Opportunity

A. FAIR HOUSING AND NONDISCRIMINATION

It is the policy of the Buffalo Municipal Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, creed, national or ethnic origin, age, marital or familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Buffalo Municipal Housing Authority's programs.

It is the policy of the Buffalo Housing Authority to comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

The Housing Authority shall not discriminate because of race, color, sex, religion, familial status, disability, or national origin in the leasing, rental, or other disposition of housing or related facilities included in any development or developments under its jurisdiction.

The Housing Authority shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, or national origin:

1. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.
2. Provide housing that is different than that provided others except as an accommodation for a person with disabilities.
3. Subject a person to segregation or disparate treatment.
4. Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Deny a person access to the same level of services as those provided to others.

- G. Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing or tenant-based housing programs.

The Housing Authority shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or elderly pet owners). Every applicant regardless of group or category will be treated equally and their eligibility for admission will be determined based on the criteria contained in these policies.

In compliance with the provisions of the Violence Against Women Act, BMHA will allow the bifurcation of the lease for any household where a domestic violence situation is verified to exist. Applicants to the BMHA whose past residence or credit histories have been compromised by involvement in a domestic violence situation may ask that such reports be disregarded upon verification that a domestic violence situation existed at the time which affected the reported results.

The Housing Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, the Housing Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.

B. REASONABLE ACCOMMODATIONS POLICY

1. BMHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide “reasonable accommodations” to applicants and residents if they or any family members have a physical or mental impairment as defined in. **24 CFR § 8.3**
2. A reasonable accommodation is some modification or change BMHA can make to its apartments, buildings, or methods and procedures that will assist an otherwise eligible applicant with a disability to take full advantage of and use BMHA’s programs, including those that are operated by other agencies in BMHA-owned public space. **24 CFR § 8.20**
3. An accommodation is not reasonable if it: **24 CFR § 8.21(b) and 24 CFR § 8.24(a)(2)**
 - 1) Causes an undue financial and administrative burden; or
 - 2) Represents a fundamental alteration in the nature of BMHA’s program.
4. Subject to the undue burdens and fundamental alterations tests, BMHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the BMHA’s housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, BMHA shall comply with all requirements and prohibitions in applicable law. **24 CFR § 8.4**
5. Facilities and programs used by applicants and residents shall be accessible to persons in wheelchairs, persons with sensory impairments, persons with cognitive impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the BMHA has such facilities) will be usable by residents with a full range of disabilities. If BMHA

offers such facilities, and none is accessible, some will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.21**

6. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. **24 CFR § 8.6**
7. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, BMHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
 - a. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able 24 CFR § 8.3
 - 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 apartment 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 prohibited 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 the BMHA.

But there is no requirement that they be able to do these things without assistance.

8. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service. If refusing service results in a lease violation, BMHA may terminate the lease. **24 CFR § 8.2**
9. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
10. If an applicant or resident would prefer not to discuss the situation with the BMHA, that is his/her right.

C. ACCOMODATING PERSONS WITH LIMITED ENGLISH PROFICIENCY

1. The BMHA shall be required to translate materials and make them available in other languages when members of any language group represent at least ten percent of the eligible population of the City of Buffalo, and it is demonstrated that such population is not also proficient in English. All forms written materials and recorded voice-mail messages used to communicate with prospective applicants and residents shall then be made available in that language as an accommodation. This includes documents related to application intake, marketing, outreach, certification, reexamination and inspections. The availability of such translated documents does not relieve BMHA of its responsibility to also maintain all required original file documents in English.
2. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with BMHA, the need to allow an applicant/resident to gain the assistance of an appropriate interpreter will be deemed a just cause reason to call for and reschedule any first time BMHA appointment. At all BMHA offices a notice will be available that states in multiple languages (and alphabets), "Please make a new appointment and bring someone with you who can interpret for you."
3. Whenever members of any language group represent at least five percent of the eligible population of the City of Buffalo, and it is demonstrated that such population is not also proficient in English, the BMHA will take measures to provide outreach to that community in their language.

2.0 Privacy

All adult members of both applicant and tenant households are required to sign BMHA general release forms, and HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The BMHA general release form authorizes the release of any information necessary to verify or determine eligibility for public housing. The form 9886 Authorization for Release of Information authorizes HUD and the BMHA to request income information for the household from specific sources listed on the form. Additional release forms may be required to verify income, deductions, or program compliance or assistance levels.

All applicant information given to and used by the Authority is of a confidential nature. A notarized formal release of information form is required for the disclosure of any individual applicant's information to any party who is not directly involved in the administration or monitoring of the Authority's programs.

The BMHA will maintain records indicating the final dispositions of all application files, offers/responses to offers, for three years or until audited by HUD, whichever occurs later. Any information used in the determination of eligibility will be documented and remain a part of this record. The head of household may request to see and copy any non-privileged information contained in his/her open file at anytime. The cost of copying may be charged to the applicant. Other adult members may see and copy only the information directly pertinent to them. The review and copying of closed files is allowed only with permission of the BMHA legal department. A file is considered closed when it is withdrawn and cannot be reopened following normal procedures, or when a file is denied and all allowable BMHA appeals have been exhausted or expired.

3.0 Opening and Closing the Waiting List

The Buffalo Municipal Housing Authority reserves the right to suspend application taking for any active waiting list when the current supply of applications on the waitlist exceeds the number of families that could be reasonably expected to be housed within the next two years. A determination to open or close any active waiting list or portions of the waitlist (only certain bedroom size or types) will be initiated by the Occupancy Coordinator and presented to the BMHA Board of Directors as an informational item prior to being publicly announced.

When a waitlist is closing because placements into any site are suspended in anticipation of units becoming unavailable due to modernization or demolition activities, all applicants currently holding position on the waitlist will receive new development offers and they will be allowed to place their names onto an alternate waitlist using their original date of waitlist placement on the now closed waitlist.

The closing or suspension of application taking for any waiting list will be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be posted in all BMHA public offices, and it will be published in a local newspaper(s) of general circulation and also by any available minority media.

Opening of a waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be posted in BMHA offices and published in a local newspaper(s) of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The Buffalo Municipal Housing Authority will communicate the status of housing availability to other service providers in the community and inform them when waitlists open or close so they can make proper referrals for the Public Housing Program.

4.0 Taking Applications

A. Application Process

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance, and to verify their eligibility and family income. Applications will be accepted during regular business hours at:

Buffalo Municipal Housing Authority Occupancy Office
245 Elmwood Avenue
Buffalo, New York 14222

Applications are taken to compile waiting lists.

Applications may be made in person or by mail. Application forms will be mailed to interested families upon request, to request an application form call the central occupancy office at (716) 855-6774, or stop into any BMHA office. Requests for application forms can also be made via e-mail at: occupancy@bmha.ci.buffalo.ny.us

Applications received by the BMHA are dated and time stamped, and the received date and time are used as a waitlist placement factor. The BMHA may from time to time accept applications from satellite locations, such applications will be forwarded to the central occupancy office for processing and placement onto the appropriate waitlist(s).

Persons with disabilities who require a reasonable accommodation in completing an application may call the Buffalo Municipal Housing Authority to make special arrangements at (716) 855-6774, or e-mail to: occupancy@bmha.ci.buffalo.ny.us . Hearing impaired applicants can contact us by using the New York State relay service for the hearing impaired at 1-800-662-1220.

The application process has two stages. The first stage is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide basic family information, to verify their family income, and provide other eligibility documentation. Completing this first stage application allows the family's placement onto the waiting list. Providing incomplete information or failure to verify family income will cause an application to not be placed onto the waitlist.

Upon receipt of the family's pre-application, the Buffalo Municipal Housing Authority will make a preliminary determination of eligibility. If the BMHA determines the family to be ineligible, they will be notified of the reason(s) and given an opportunity to request an informal hearing on the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, preference factors, or waitlist choice. The BMHA will annotate the applicant's file and will update their place on the waiting list when proper verification of the reported change(s) is received.

The second stage of the application process is the final determination of eligibility, referred to as the certification process. The certification process takes place when the family nears the top of the waiting list. A personal interview with the head of house and all other family members over age 18 is conducted and appropriate releases are signed. The personal interview may be waived only for reasonable accommodations in accordance with the Fair Housing Act or Americans with Disabilities Act. Following the personal interview, BMHA will complete a screening investigation to verify all eligibility criteria and suitability factors. A decision on whether to admit a family to the Public Housing Program is then made in accord with these policies.

B. Applicant preferences

Applicants who verify that they qualify for one of the situations listed below will be granted waitlist preference points. Preference points are not additive, only the highest point value preference verified will apply.

These preferences do not apply to the BMHA tax credit properties.

1. A two point waitlist preference will be granted to any applicant family that qualifies as a displaced family as defined in section 5.2A5 of this policy.
2. A one-point waitlist preference will be granted to any current BMHA employee in good standing or former BMHA employee who was in good standing at the time of separation from service.
3. A one-point waitlist preference will be granted to any honorably discharged veteran who has served in the armed forces of the United States, including veterans called to active duty from a State National Guard. Any veteran who documents that they received a general discharge or above is eligible to receive this preference.

5.0 Public Housing Eligibility

5.1 INTRODUCTION

To be eligible for admission into a BMHA public housing development, applicants must: a) qualify as a family, b) have an income within the established income limits, c) meet citizenship/eligible immigrant criteria, d) provide documentation of Social Security numbers, and sign consent authorization documents, e) meet the BMHA screening criteria for suitability.

5.2 ELIGIBILITY CRITERIA

A. Family status

To qualify as a family, an applicant must fit into one of these categories.

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, operation of the law, or association that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 - c. Non-related individuals over the age of 18 who choose to live together, share resources and become jointly and severally responsible for adhering to the BMHA lease, and for rent and related charges may apply for housing with the BMHA.
2. **An elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. 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.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family(a residual tenant)**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to BMHA developments or scattered-site units the family's annual income must be within the low-income limit set by HUD and posted annually. These income limits are set at 80 percent of the area median income. (See appendix 4)
2. At least 40 percent of new families placed into the BMHA Public housing program in any fiscal year (July 1st to June 30th) must qualify as extremely low-income families (families having incomes lower than 30% of area median income). If the BMHA is not meeting this goal, it may skip over higher income applicants on the waitlist to reach extremely low-income applicants. In this situation, applicants that are not extremely low- income applicants are considered to be temporarily ineligible.
3. Income limits apply only at admission and are not applicable for continued occupancy, and do not apply to families transferring within the BMHA Public Housing Program.

4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the BMHA.
5. When a family is being considered for admission to a Mixed Finance development with units subsidized by both Low Income Housing Tax Credits and Operating Subsidy, the income limits for tax credits apply
The LIHTC program for Lower Westside Homes (NY2-48) requires income limit placements of 60, 40 and 20 percent of the area median income. The NYS Division of Housing and Community Renewal approved Regulatory and Operating Agreement requires that 6 units be maintained at 20%, 15 units below 40% and 40 units below 60% of the currently applicable area median income amount.

C. Citizenship/Eligible Alien Status

- a. To be eligible for admission and continued occupancy, at least one member of the family must be a citizen, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see HUD implementing regulations at 24CFR5 subpart E)
- b. Family eligibility for assistance.
 1. A family shall not be eligible for full assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 2. Despite the ineligibility of one or more family members, a mixed family may be eligible for prorated assistance if during the verification process (as described in 24CFR5.508) the family identifies in writing which family member(s) are not contending to have eligible immigration status and the family can afford the prorated rent.
 3. Assistance to noncitizen students and their noncitizen family members is prohibited; however a family that includes both citizens or eligible immigrants and noncitizen students is eligible to receive prorated assistance.
 4. Preservation of assistance to noncitizen tenants of BMHA is permitted as defined by 24CFR5.516

D. Social Security Number Verification/ Consent Forms

1. Every head of household must provide verification of the Social Security Number for all family members 6 years of age and older, or they must certify in writing that they have not been assigned a Social Security Number. If members of the household under the age of 6 years have been issued a Social Security Number, then these numbers must also be verified.

2. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall be required to sign consent forms for use by the BMHA and/or HUD to verify application eligibility.

E. Suitability

1. Applicant families will be evaluated to determine whether, based on their recent behavior, they can reasonably be expected to comply with the public housing lease. The Buffalo Municipal Housing Authority looks at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, BMHA employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
2. The Buffalo Municipal Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - a. History of meeting financial obligations, especially rent;
 - b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent, clean and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - c. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
 - d. History of disturbing neighbors or destruction of property;
 - c. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
 - d. Current involvement with or history of use of illegal drugs;
 - e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to the current housing application.
3. The Buffalo Municipal Housing Authority will ask applicants to provide information demonstrating their ability to comply with the lease. The Buffalo Municipal Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

- a. A credit check of the head, spouse and co-head;
 - b. Rental history checks of all adult family members, and reports from landlords or rental agents.
 - c. A criminal background check on all household members over 16 years of age, including live-in aides. This check will be made through State or local law enforcement or court records. In those cases where the household member has lived outside the local jurisdiction, the Buffalo Municipal Housing Authority may contact law enforcement agencies where the individual had lived. The Buffalo Municipal Housing Authority may also request a check through the FBI's National Crime Information Center (NCIC);
 - d. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a clean and safe manner. This inspection considers cleanliness and care of rooms, appliances, and common spaces. The inspection may also consider any evidence of criminal activity and possible evidence of fraud.
 - e. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.
 - f. Reports from substance abuse treatment facilities or counselors will be requested for applicants who report that they are currently involved in a treatment program, or whose criminal arrest record indicates an involvement with illegal drug and or alcohol abuse, and for applicants whose prior tenancy records indicate a history of behavior(s) associated with substance abuse. In compliance with current regulations (24CFR960.205) all such records will be removed from the file and destroyed within 5 business days after tenant leasing for accepted applicants. For denied applicants these reports will be attached to file and all files will be maintained confidentially until their destruction.
4. In the event unfavorable information is received with respect to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct or financial prospects. Such considerations shall include, but are not limited to the following:
- a. Evidence of rehabilitation.
 - b. Evidence of the applicant's family participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant's family willingness to attempt to increase family

income and the availability of training and employment programs in the locality

- d. Verification that unfavorable information received was the result a domestic violence situation that no longer exists.

Any unfavorable information received that is due to or related to a disability within the meaning of Sec.504 of the Rehabilitation Act of 1973 shall be evaluated in the context of the Authority's ability to make a "reasonable accommodation" .

- 5. Applicants must meet BMHA suitability standards as defined above and in addition:
 - a. Have not been terminated from residence by the Authority due to unsuitability within the last five (5) years and;
 - b. For the period of one year prior to filing the preliminary application, the applicant:
 - 1. Was not evicted for any reason, under previous tenancy with the Authority.
 - 2. Did not move from a housing unit operated by the Authority without submitting proper notice to vacate according to the terms of the Dwelling Lease.
 - 3. Did not have a previous application for housing denied on suitability grounds

The above periods of ineligibility may be waived with a recommendation granted by the Executive Director, the Assistant Executive Director, or the Chief Legal Counsel of the BMHA. Applicants may request a waiver of the ineligibility period by contacting the executive office of the BMHA and explaining how their circumstances have changed, and why an exception would be appropriate.

All vacating tenants who leave the Authority owing money for rent, charges or damages, who subsequently desire to reapply for housing, must pay the balances due in full prior to the Authority rendering a determination on eligibility. Payment of monies due does not guarantee that a previous tenant will be re-housed by the Authority. All eligibility and suitability factors as specified in this policy must be complied with when the Authority renders determinations of eligibility or ineligibility.

Applicants Evicted for Drug-Related Criminal Activity

The BMHA may not consider an application if any member of the family is a person who was evicted during the past five years because of drug-related criminal activity from any housing assisted under any 1937 Housing Act program.

However, the BMHA may consider the application in any of the following cases:

- 1. If the BMHA determines that the evicted person has successfully completed a rehabilitation program approved by the Authority;

2. If the BMHA determines that the evicted person clearly did not participate or know about the drug-related criminal activity;
3. If the BMHA determines that the evicted person no longer participates in any drug-related criminal activity.

5.3 GROUNDS FOR DENIAL

The Buffalo Municipal Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Have living or housekeeping habits that demonstrate a failure to maintain (with or without assistance) their housing in a decent and safe condition, where such habits could adversely affect the health, safety, or welfare of themselves, other tenants, or BMHA staff;
- F. Have a history of criminal or unlawful activity by any household member involving crimes or offenses of physical violence against persons or property and any other criminal or unlawful activity including drug-related criminal or unlawful activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

Criminal or unlawful activity includes but is not limited to:

1. Crimes of violence against people (e.g., murder, rape ,assault);
 2. Crimes against property (e.g., burglary, larceny, robbery);
 3. Crimes or offenses that impose a financial cost (e.g., vandalism, arson);
 4. Crimes or offenses that involve disturbing the peace;
 5. Other criminal or unlawful acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents;
 6. Drug-related criminal activity involving personal use or possession for personal use, illegal manufacture ,sale, distribution, or possession with intent to manufacture sell or distribute of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
 7. Drug-related criminal activity involving personal use or possession for personal use , illegal sale, distribution or possession with the intent to sell or distribute marijuana;
- G. Have a history of disturbing neighbors or destruction of property;
 - H. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

- I. Have committed fraud in connection with any Federal housing assistance program, including the misrepresentation of information related to their current housing application;
- J. Were evicted from any assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use, illegal manufacture, sale, distribution, or possession with the intent to manufacture sell or distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802);
- K. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The BMHA may waive this requirement if the person(s) demonstrate to the satisfaction of the BMHA that:
 - 1. They are no longer engaging in illegal use of a controlled substance or abuse of alcohol, and
 - 2. They have successfully completed a supervised drug or alcohol rehabilitation program, or
 - 3. Have otherwise been rehabilitated successfully, or
 - 4. Are currently successfully participating in a supervised drug or alcohol rehabilitation program, and have been so engaged for at least one year.
- L. Have engaged in threatening, abusive, or violent behavior towards any BMHA staff or residents;
- M. Have a household member (s) who has ever been evicted from public housing;
- N. Have a family household member who has been terminated under the certificate or voucher program;
- O. Was a former BMHA housing program resident who vacated the unit in violation of the lease or other program obligations, or whose record shows poor tenancy including a recommendation from the housing manager to not rehouse;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine in a federally assisted property;
- Q. **Denied for Life:** Has a lifetime registration requirement under a State sex offender registration program.
 - a. In accordance with 24 CFR 5.856, 24 CFR 5.905, 24 CFR 960, and related Rules, a criminal history background check must be performed to determine if an applicant, or any member of the applicant's household, is subject to lifetime registration requirements under any State's sex offender registration program. If screening processes reveal presence on such a list, or if an applicant withholds or falsifies information on the application, the Authority must deny admission or, if admitted, must deny lease renewal.
 - b. Before admission or renewal is denied, the applicant/resident must be notified of the right to dispute the accuracy and relevance of the check performed, in accordance with Section 5.5 APPEALS OF APPLICATION DENIAL.

- c. Persons of applicant's household to be screened include all adults and all juvenile members of the household to the extent permitted by the relevant State and local laws.

5.4 ELIGIBILITY APPROVAL AND DENIALS

After all the required information on an application is gathered, the assigned Occupancy Specialist will make a determination of eligibility. All determinations are subject to review by the Occupancy Coordinator.

All families who qualify as eligible upon completion and screening of their applications will be notified of the approval of their applications. This approval notification need not be in writing. These families will also be informed of the estimated time for their placement.

All families determined to be ineligible after completion and screening of their applications will be notified by letter of their denial of eligibility. The letter will advise the denied applicant of the basis for their denial, of their right of appeal to an informal hearing, of their right to appear with counsel or other representation at that hearing, and of their right to present evidence to refute the reason for their rejection. They will also be advised that if they do not challenge the denial they will remain ineligible to reapply to the BMHA for one year from the date of denial. The applicant, upon request within 30-days of the denial, is entitled to an Informal hearing.

5.5 APPEALS OF APPLICATION DENIAL

If an application is denied, the applicant has the right to request an Informal Hearing to question the denial and to present further information on their behalf. Applicants may appear alone or with representation, they may present witnesses and/or written documentation to refute the denial, and they may submit additional information that they feel is pertinent.

A. Informal Hearings

Informal hearings may be conducted in any one of the following formats:

1. The Central Tenant Review Board;
2. A Development Tenant Review Board;
3. A BMHA Staff Informal Hearing.

All informal hearings will be referred to a Tenant Review Board unless:

- a) It is determined by the Occupancy Coordinator or designee, that a Tenant Review Board will not be available to conduct a hearing within a reasonable time (within 30 days).
- b) The applicant requests a staff hearing.
- c) In the opinion of the Occupancy Coordinator or designee, the elements of any denial are extreme and incontrovertible and an acceptance of such an application would contradict the tenets of this policy (e.g. Section 5.3 P and Q et.al.)

- d) The informal Hearing is requested pursuant to an applicant notice of ineligibility with respect of citizenship or non-citizen immigration status in compliance with Section 214 of the Housing and Community Development of 1980.

Upon completion of an informal hearing, a re-determination of eligibility is made based upon all the information then available. The informal hearing board or officer may continue the denial, overturn the denial based on new information, or defer decision for up to 30 days to allow the applicant to present further documents. Applicants who have their re-determinations deferred must return for completion of their Informal Hearing when all requested documentation is gathered.

Written notice of the determination of the informal hearing will be mailed to the applicant. The written notice will advise the approved applicant of their change in status, and advise them to contact the Occupancy office for placement information. Notice to an applicant that remains denied will note the basis for their rejection, and inform them of their right to request in writing a formal hearing within 30 days to contest their continued denial. Notice to applicants who have been granted deferral will list the items requested at the informal hearing, and will inform the applicant that failure to present the requested information within 30 days will cause their application to default to a denied status with no further right to BMHA appeal.

B. Tenant Review Boards

In cooperation with representative tenant organizations, the BMHA has established the Tenant Review Board for the purpose of conducting informal hearings for applicants denied eligibility on suitability grounds. Before any tenant is allowed to participate as a voting member of any Tenant Review Board (TRB), they must attend a four-hour training session presented by the BMHA. This training session will review the rules and regulations related to tenant screening, and will emphasize that all decisions must be made based on the objective criteria contained in this policy.

The Development Tenant Review Board

In developments where participation is established, Development Tenant Review Boards will hear cases. Nothing in this policy authorizes the Tenant Review Board to make decisions that violate Federal Law, Federal Regulations, or this policy. The Development Tenant Review Board shall be organized as follows:

A BMHA management representative, and three tenants who have completed the required training session and agreed to abide by the rules and accept the responsibility for making fair and objective determinations. Each tenant member shall have one vote. The Management designee shall facilitate the meeting, and forward records and reports to the Occupancy Coordinator.

The Development Tenant Review Boards shall meet at a place and time determined by the Director of Management. Permanent records of voting by the Review Boards in summary form are to be maintained.

The Central Tenant Review Board

A Central Tenant Review Board will hear cases from any development that does not have an active Development Review Board. The Central Tenant Review Board shall be organized as follows:

An Occupancy department representative, and three tenants who have completed the required training session and agreed to abide by the rules and accept the responsibility for making fair and objective determinations. Each tenant member shall have one vote. The Occupancy Dept. designee shall facilitate the meeting, and forward records and reports to the Occupancy Coordinator.

The Central Tenant Review Board shall meet at a place and time determined by the Occupancy Coordinator. Permanent records of voting by the Review Boards in summary form are to be maintained.

The Authority takes full responsibility for the decisions of the Board and will insure that decisions are made in accordance with Civil Rights Laws and other applicable statutes. All communications to applicants on eligibility will come from the BMHA.

C. BMHA Staff Informal Hearings

The BMHA staff hearing will be conducted by a designee of the Occupancy Coordinator who has had no participation in the initial determination of ineligibility. Any Occupancy staff person working as an Occupancy Specialist or in higher title may be assigned to conduct an informal hearing.

An Informal Hearing requested pursuant to an applicant notice of ineligibility with respect of citizenship or noncitizen immigration status in compliance with the provisions of Section 214 of the Housing and Community Development of 1980 may be granted after the family has received notification of an INS decision on their citizenship status appeal, or in lieu of request of appeal to the INS. This request may be made within 30 days of receipt of the Notice of Denial, or within 30 days of receipt of the INS appeal decision.

D. Formal Hearings

The Board of Commissioners of the Buffalo Municipal Housing Authority has established a Board of Review for the purpose of hearing applicant eligibility appeals, and tenants grievance appeals. The Formal Board of Review is staffed by at least one tenant elected commissioner and two other commissioners. A Tenant Review Board Representative is invited to attend and have input. The board meets at the request of the BMHA legal department, and BMHA legal counsel presents all cases.

Any denied applicant who has completed an Informal Hearing and remains denied may request a Formal Hearing within 30 days of receipt of the decision of the Informal Hearing. All applicant requests for Formal Hearings should be in writing addressed to the Occupancy Department. All written requests for Formal Hearings will be forwarded along with a copy of the application file to the BMHA legal department for scheduling and notice. The BMHA Legal Department will then assume all correspondence to applicants regarding the scheduling of the Formal Hearing and the determination of the hearing board.

The BMHA Formal Hearing will allow the applicant to question the denial and to present further information on their behalf. Applicants may appear alone or with representation, they may present witnesses and/or written documentation to refute the denial, and they may submit additional information that they feel is pertinent.

Minutes shall be kept of all meetings of the Board of Review and a decision of a majority of the Board of Review shall be final, subject only to review by the appropriate judicial proceedings. A written copy of the final determination by the Board of Review shall be sent to the applicant within 10 days after the appeal hearing.

5.6 ADDITIONAL CONSIDERATIONS FOR PLACEMENT INTO TAX CREDIT DEVELOPMENTS

- A. All families approved for residence in the tax credit assisted Lower West Side Homes development (NY2-48) and AD Price Ext. (NY2-4) must pay a security deposit equal to one month of the gross rent due.
- B. Families comprised of all full-time students may not be eligible for admission without meeting additional statutory criteria.
- C. Families currently involved in bankruptcy proceedings that have not been fully discharged are not eligible for placement into the tax credit assisted Lower West Side Homes and AD Price developments.

6.0 Tenant Selection and Assignment Plan

6.1 ASSIGNMENT TO WAITING LISTS

A. Preliminary waitlist placement

As each preliminary application is received at central occupancy it is dated, time stamped, checked for duplicates on file, and for monies owed from past tenancies. Applications received with proper verification of family income attached that fall below the 80% of median income level are eligible for placement onto the preliminary application waitlist. Applications received that do not have proper verification of family income attached will be returned to the applicant along with a notice informing them of the income verification requirement, they are not placed onto a waitlist. Applicants owing the BMHA monies from past tenancies will not be placed onto any waitlist until all monies owed are paid in full.

The BMHA sub-divides the wait lists based on the size and type of apartments available in its Public Housing Program. The various sub-lists range in size from one-bedroom to six-bedrooms, and applications are classified as elderly, near elderly, disabled, family, or handicapped. The date of application and preferences verified are used to determine position on the preliminary application waitlist. An applicant's position on a Site-based waitlists is determined by the date of development selection, and by verified preferences.

B. Site Based Waitlists

1. Initial Placement onto Site Waitlists

BMHA will maintain current offer letters for all types and sizes of apartments in our inventory. Each offer letter will include the estimated wait times for an appropriate apartment to become available at every site where units of similar size and type exist in the BMHA. Applicants will be given or mailed a current copy of the offer letter /letters that they qualify to receive under BMHA occupancy standards upon receipt of their completed application (including receipt of proper income verification).

Applicants/transferees who receive offer letters will be expected to choose the development that they wish to be considered for. They will have their name placed onto the waitlist for that site; applicants/transferees may place their names onto one site list only. Waitlist placement on the Site list will be determined by the date/time of receipt of the completed site selection offer letter by the occupancy office, and by verified preferences. Applicants choosing a site where there are units currently available will be scheduled for screening interviews. Applicants choosing sites where there are no units currently available will not be scheduled for a screening interview until units are expected. Applicants failing to reply to an offer letter within the time specified on the letter are assumed to no longer be interested, their applications will be withdrawn.

2. Subsequent addition onto Site Waitlists

Applicants/transferees who wish to change their site selection may do so at any time. They will have their name entered onto the new list of their choice as of the date/time that they make the new selection; transfer priorities and verified preferences will also apply. Their name will be removed from their old site choice at this time.

C. Monitoring of Site Based Waitlists

In compliance with the regulations at 24CFR903.7, BMHA will provide annual reports on the current race and ethnicity of tenants in residence, and of any change in racial or ethnic composition that occurred during the year. A report on the disability related change in tenant composition will also be prepared. These reports will be attached as an exhibit to the annual agency plan submission to HUD.

At least once every three years, the BMHA will use the services of independent testers to assure that the site based waiting list procedures contained herein are not being implemented in a discriminatory manner, and to ascertain that no patterns or practices of discrimination exist. The results of these studies will be submitted to HUD.

6.2 DEVELOPMENT DESIGNATIONS

A. Apartments Designated for Elderly only housing

In compliance with a HUD approved Allocation Plan, buildings and sections of buildings have been designated for elderly only. In filling vacancies for these apartments, only elderly or near-elderly families will be selected from the waiting list.

B. Apartments Designated for Non-elderly Disabled

In compliance with our HUD approved Allocation Plan, buildings and sections of buildings have been designated for occupancy by non-elderly disabled families. In filling vacancies for these apartments, only non-elderly disabled will be selected from the waiting list.

C. Apartments Designated for Mixed Elderly/disabled

In compliance with our HUD approved Allocation Plan, buildings and sections of buildings have been designated for occupancy by mixed elderly/non-elderly disabled families. In filling vacancies for these apartments, only elderly, near-elderly and non-elderly disabled will be selected from the waiting lists.

D. Apartments Designated for General Occupancy

In compliance with our HUD approved allocation plan, all BMHA units not designated as elderly only, disabled only, or mixed elderly/disabled are considered to be general occupancy apartments. In filling vacancies for these apartments, all applicants will be considered from the waiting lists except persons requesting offers of elderly only apartments.

E. Accessible Units

Accessible units will be first offered to current residents who need an accessible unit, then to families from the appropriately designated waitlist who need an accessible unit. If no family in the designated group requires the accessibility features of the unit, then the unit will next be offered to other non-designated families who need an accessible unit. If there are no applicants on the waitlist that require an accessible unit, then the unit will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer if, at a future time, a family requiring an accessible unit applies. Any transfer required will be made in compliance with the transfer provisions contained in this policy.

6.3 EMERGENCY PLACEMENT HOUSING PROGRAM

The BMHA Executive Director or designee may forward for screening and emergency placement families who must vacate their current residences at the recommendation of a law enforcement agency. Crime victims (including domestic violence victims), and witnesses to a crime whose lives and personal safety are in severe and immediate peril may be placed in the BMHA without regard for the existing applicant waitlists.

To initiate processing, a letter of request from a law enforcement agency describing the situation and requesting an emergency placement should be addressed to the BMHA Executive Director or the Director of Management. Applicants will be required to provide police reports and other verification from law enforcement and /or domestic violence agencies that document the nature and severity of the threats they face. Applicants seeking emergency placements due to a domestic violence situation will be required to show that they have an order of protection in place for themselves and their family members that has been violated, and that the aggressor remains at large. The BMHA will not treat as an emergency placement any family subject to an order of protection where the children of the aggressor who currently reside with the victim are not also covered by the protection order and the aggressor will retain visitation rights.

These emergency applicants will be allowed to choose an appropriate unit from the currently available inventory. They will have their applications screened in an accelerated manner. The preparation of their selected apartment and their placement will be expedited. These applicants will not be allowed to wait for any unit that is not currently available at the time that their emergency application is processed for interview. All current BMHA screening and eligibility standards will apply. If a denial of the application is necessitated based on screening results, the applicants only BMHA appeal will be an informal hearing conducted through the office of the BMHA legal counsel.

6.4 AVAILABLE VACANCIES

As new vacancies occur, the Authority considers an apartment as available when:

- A. The unit has been reported to the Central inventory control person as scheduled to be vacated on a specific date; and the unit is ready for occupancy, or under its normal management procedures the authority considers the unit available for making offers because it can be made ready within a reasonable time.
- B. In order to speed placements into newly vacated units, the Authority may anticipate vacancies projected for up to 90-days by development, based on the current average monthly move-out rate (calculated annually, by development).

Units that have been available and are subsequently determined to be uninhabitable because of fire, structural or other severe damage will be removed from the available unit list and put on hold pending contract repair or other action.

6.5 ORDER OF OFFERS TO TRANSFERS AND APPLICANT

Offers to Transfers and Applicants will occur in the following order. The transfer priorities listed in this policy will determine the order of transfers, and preference considerations listed in this policy will determine the order of applications. Date and time will be used to rank files with equal preference or priority, oldest first.

- Group 1. Urgent/Emergency Transfers and Urgent/Emergency Environmental Transfers.
- Group 2. All Mandatory Transfers
- Group 3. ALL Applicants and Non-Mandatory Transfers

6.6 OFFERING AN APARTMENT FROM A SITE WAITLIST

A. Unit Offers

When the BMHA has apartments available for offers at any site, staff will contact families on the site waiting list who have the highest waitlist position for this type of unit and whose income category would help to meet any deconcentration goal and/or the income targeting goal. Apartment offers are often made to multiple applicants/transfers, the number of offers made being dependent upon the expected refusal rate for the units being offered.

B. Offer Procedures

The BMHA will contact the family by first class mail to make unit offers. The family will be given seven (7) calendar days from the date the letter is dated to contact the BMHA regarding the offer (letters are dated for the day after they are placed into the mail by this office). In order to expedite the process, the BMHA will sometimes make the first contact by telephone, so that a determination of interest in the unit may be made more quickly.

A failure to respond to a unit offer or refusal of the offer (other than for good cause) will result in the application/transfer being removed from the site waiting list.

C. Good Cause Rejection of Offers

If the applicant is willing to accept an offered unit but is unable to move or interview at the time of first availability, and they can show clear evidence of their inability to move, they will be allowed to request a good cause delay that will allow them to maintain their place on the waiting list for up to 90 days. Such situations include persons who are currently undergoing medical care who are unable to participate in or facilitate a move; persons who are bound by a written dwelling lease or currently in process of selling their home; persons who choose to decline an offer that is made to achieve deconcentration of poverty in compliance with 24 CFR 903.2 and the family does not want to accept the deconcentration offer; and persons who receive offers of an apartment that has accessible features that the family does not need and they don't want to be subject to a 30 day notice to move should the unit later be needed by a family needing the accessible features of the unit.

D. Applicants Nearing the Top of the Waiting List

The BMHA will attempt to certify all applicants in advance of expected available units. When an applicant family appears to be within (3) months of being offered a unit, the family may be invited to a certification interview and final verification of eligibility will be undertaken.

6.7 WAITLIST MAINTENANCE

A. Purging the Waiting List

The BMHA may update and purge its waiting list annually to ensure that the waitlist reflects current demand and that applicant information is current and accurate.

B. Removal of Applicants from the Waiting List

The BMHA will remove an applicant's name from the waiting list when:

1. The applicant requests that the name is removed; or
2. The applicant fails to respond in the specified time frame, to a written request for information, an offer of an apartment, or a request to declare their continued interest in the program; or
3. The applicant does not meet either the eligibility or suitability criteria for the program; or
4. Mail sent to an applicant is returned by the post office as undeliverable.

C. Missed Appointments

All applicants who fail to keep any scheduled appointment with the BMHA without notice will be withdrawn from the waitlist. A family that unintentionally misses a first

appointment may ask to have their application reinstated to the waitlist if they contact the Occupancy Office within 30 days.

Upon request by the applicant prior to missing an appointment, the BMHA will allow the family to reschedule any appointment. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the BMHA will work closely with the family to find a more suitable time. If the applicant has missed three (3) scheduled appointments, the BMHA will terminate the processing of the application, and the application will be withdrawn.

If an applicant fails to respond to a scheduled appointment because of a reason verified to be related to the applicant's disability, the BMHA will reinstate the applicant to his/her former position on the waiting list.

D. Letters Mailed to Applicants by the BMHA

If an applicant claims that he/she did not receive a letter mailed by the BMHA that requested the applicant to provide information or to attend an appointment, the BMHA will determine whether the letter was returned to the BMHA. If the letter was not returned to the BMHA, the applicant will be assumed to have received the letter unless the applicant provides documents from the United States Postal Service which reports the non-delivery or theft of mail for that address.

6.8 INCOME CONSIDERATIONS

A. Basic income targeting requirement

The BMHA will comply with the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, BMHA will monitor placements on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, BMHA will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families (families with incomes at or below 30% of the area median income) on the waiting list BMHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families needed to meet the statutory requirement.

B. Deconcentration of poverty policy

In compliance with the regulations at 24CFR903.2, the BMHA will analyze the income levels of families residing in covered general occupancy developments each year. If the average (or median) income level of any covered development differs by more than 15% from the average

income level of all covered developments combined, than the following steps will be taken as needed:

- A. A review of the percentage of employed tenants will be made to see if the application of preferences or other admissions plans will foster needed placements.
- B. Marketing outreach to under represented income sectors will be conducted.
- C. BMHA will skip families on the waiting list to reach other families with a lower or higher income
- D. If there are not a sufficient number of available vacancies in a development where it has been determined that further income mix changes are needed the BMHA may offer voluntary transfers to the top 10% of the most income concentrated tenants in the development. New placements into these vacated units will then be made of applicants/transfers whose income levels will aid in fostering the needed change.

7.0 Transfer of Tenants

7-1 TRANSFER PROVISIONS

PRIORITIES

Transfer requests that are determined to be appropriate for permanent moves will be maintained in a single list utilizing the categories below. Each category is assigned preference points. Transfers that qualify for more than one category will be placed in the highest category for offers.

MANDATORY TRANSFERS:

URGENT/EMERGENCY TRANSFERS:

Conditions presenting a serious and imminent danger to the health or safety of a tenant that cannot be corrected in a reasonable amount of time are grounds for an urgent/emergency transfer. Examples include apartments that have fires or natural disasters or have severe structural deficiencies that make them uninhabitable; or to tenants where it is considered a serious threat to their health and safety because of criminal activity or witness protection status. The urgent/emergency classification will also apply if an apartment must be vacated for an extended time for modernization work. These transfers are considered mandatory; they will be given 3 priority points.

This transfer category is intended to be limited to cases with the most serious need. The manager must include documentation of the basis for approving an urgent/emergency transfer when the transfer is submitted to Occupancy for placement.

In circumstances where an apartment is destroyed by fire or natural disaster, a statement by the Manager is sufficient. Whenever possible, these transfers should be supported by statements from appropriate technical staff, police, fire, health department or other appropriate officials.

For maintenance and structural emergencies, a statement from the Director of Capital Improvements (structural), his designee or the Director of Management (maintenance), or designee who states that the maintenance or structural condition cannot be corrected within a reasonable time is required.

Transfers to accommodate modernization work must include a statement or form from the Capital Improvements Department which states that the tenant's unit must be vacated and remain vacant for an extended period for the purpose of completing extensive construction work.

URGENT/EMERGENCY ENVIRONMENTAL TRANSFERS:

These transfers are limited to tenants whose apartments have been determined to have unacceptable levels of lead paint, asbestos, mold, or radon. These transfers are considered mandatory, they will be given 3 priority points.

Unless standards are changed by new regulations, the criteria for Urgent/Emergency Environmental transfers will be:

- Lead paint: lead blood level of 7 or higher in a child 7 years of age or younger. Medical documentation is required.
- Asbestos; .25 fiber per cubic centimeter of air (unless background levels, i.e., outside of the building, are higher). Documentation from the Modernization Department or an independent laboratory is required.
- Radon: 4 Pico Curies per liter. Documentation from the Modernization Department or an independent laboratory is required.
- Mold: As per BMHA inspection and evaluation.

FAIR HOUSING/SECTION 504 TRANSFERS:

These transfers can be made at any time to accommodate individuals with disabilities. These are individuals who have a physical, mental, or emotional impairment that substantially limits one or more major life activity, have a record of such impairment or are regarded as having such impairment. Major life activities include caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. Current use of alcohol or drugs is not included in the definition of Individual with disability (24 CFR 8.2, and 100.201).

In certain cases, the tenant's disability and need for special accommodations may be obvious to the manager (e.g., amputated limbs); in these cases, it is not necessary to add to the tenant's inconvenience by requiring medical documentation. Instead, the manager may include an explanatory statement with the transfer form. If the tenant's impairment is not obvious, suitable documentation from an appropriate health professional must accompany the transfer. The documentation should answer two questions: Does this individual qualify under the 504/ADA definition of an individual with disability, and is the accommodation requested needed because of the individual's disability.

Each transfer should contain documentation that demonstrates the deficiency of the apartment which is serious and presents an imminent threat to the health and safety of the tenant(s). These transfers are considered mandatory, they will be given 4 priority points.

UNDER- HOUSED/OVERCROWDED TRANSFERS:

These transfers are considered mandatory. However, under -housed tenants may choose to wait for a unit of the proper size to become available in the development where they are already living if such units are available. The family composition that is listed on the transfer form will usually provide all of the justification needed for the transfer. These transfers are considered mandatory, they will be given 2 priority points.

The standards used for determining proper unit size for initial placements and transfers are included below:

ASSIGNMENT OF BEDROOM SIZES

The following guidelines will be applied to all households (applicant and transfer) to determine each family's unit size:

<u>No. Bedrooms</u>	<u>Min. No. Persons</u>	<u>Max. No. Persons</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10
6	8	12

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

In determining bedroom size, the BMHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

The following additional considerations must also be taken into account:

- A. Anyone, 18 years of age or older, may be assigned a separate bedroom, however it is assumed that spouses will share a bedroom unless a request for a separate room is made.
- B. If there is 7 years or more difference between the ages of children who now share a bedroom, they may be assigned separate bedrooms.
- C. Children of the opposite sex, both under the age of five (5), may share a bedroom until the oldest child reaches the age of (5).
- D. A bedroom may be allowed for overnight visitation of children to a non-custodial parent
- E. Live-in aides will get a separate bedroom

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The BMHA will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such

situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the families size and/or composition changes.

- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The BMHA will allow the larger size unit if the family provides documentation of a verified medical or social need for the family to be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed. Any such family overhoused will be informed that in the future they may be required to move in compliance with the BMHA transfer policy if their unit is needed for emergency applicants or transfers.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

NON-MANDATORY TRANSFERS:

OVERHOUSED TRANSFERS:

These tenants will be allowed to remain in their apartments until those units are needed for new tenants or for urgent, emergency or under-housed transfers. The existence of such a need will be determined by the Occupancy Department based on community-wide demands for units. The transfers processed in response to such a determination will become mandatory as appropriate units for them become available they will be given 1 priority point.

OVERHOUSED TRANSFERS PAYING FLAT RENTS

Overhoused families who have selected the flat-rent payment option are paying rent based on the number of bedrooms in their unit. These families would have their rent reduced if placed in an appropriate sized unit. They would receive 3 placement priority points and receive the current available offers.

Families subject to over-housed transfers will be allowed to choose to remain in the development in which they reside if an appropriate unit exists. Overhoused families may then continue to live in their apartments until the first unit of appropriate size becomes available in their development

Managers must provide a list of all tenants who are over-housed to the Occupancy department on an annual basis following completion of the annual survey. Transfers must be submitted for all tenants who are over-housed by more than one bedroom. The Occupancy Coordinator may request that Transfer forms are submitted for those tenants who are only one (1) bedroom over-housed if the unit is needed by another approved Transfer or an applicant.

SPLIT FAMILY TRANSFERS:

Family members of legal age and otherwise eligible for placement may be granted A Split Family Transfer to establish their own apartment as the head of household. New families may not process a split family transfer for a period of one year unless there are family additions that create an underhoused condition. Family members may not by-pass the application process by their inclusion in the original application and subsequent request for a residential transfer. Transfers in this category will be placed onto the waitlist without any priority points.

Where a family is overcrowded (underhoused), a split family/underhoused transfer will be applied. This transfer is considered mandatory and 2 Points will be assigned.

In situations where a marriage or family is breaking up due to a pending divorce, legal separation, or other documented irreconcilable differences that present an unhealthy and potentially dangerous situation, a Family Split/Separation transfer will be applied. Transfers in this classification will carry 2 Points.

TENANT RETENTION TRANSFERS:

This category is intended to address tenant needs that do not meet the criteria for another type of transfer. Two categories of tenant retention transfers are allowed, Good Cause Tenant Retention Transfers, and Managerial Recommendation Tenant Retention Transfers. These transfers will be given 1 priority point.

Good Cause Tenant Retention Transfers allow for transfers where conditions exist that could reasonably be expected to progress to urgent or emergency status, such as deteriorating conditions in the unit, disputes among tenants, and other situations that affect the continued well being of the tenant. A good cause tenant retention transfer should meet all of the following criteria:

- a) The tenant's existing situation must present a significant hardship or potentially serious condition and;
- b) The hardship or potential detriment can not be the fault of the tenant and;
- c) There must be a reasonable expectation that the hardship or potential detriment will be remedied by a transfer and;
- d) The tenant should have a good record of rent payment, consideration for neighbors, and regard for authority staff and property; or the manager shows that approving the transfer will best serve the interests of the Authority despite a less than good tenancy record.

Documentation that these criteria are met is required and should be submitted to Occupancy along with the request for transfer. The need for a good cause tenant retention transfer should be supported by statements from Medical personnel, Public Safety or police officers, Buffalo Municipal Housing Authority staff, counselors, or other appropriate sources. The housing manager should also attach a narrative report, which notes that the above criteria are met

The Authority has a duty to retain good tenants therefore, **Managerial Recommendation Tenant Retention Transfers** will be allowed for tenants with good residency records who would be likely otherwise to move from the BMHA for personal reasons. A managerial recommendation tenant retention transfer should meet the following criteria:

- a) The tenant has requested a transfer to another area of the city, and has stated that a move is likely whether the transfer is approved or not and;
- b) The approval of a transfer request makes it likely that the resident will remain with the BMHA and;
- c) The tenant has a good record of rent payment, consideration for neighbors, and regard for authority staff and property.

A managerial recommendation tenant retention transfer should have attached a narrative report from the Housing Manager (or other appropriate staff) familiar with the situation that recommends the transfer based on the above criteria.

In extraordinary circumstances where the BMHA executive office (the Executive Director, the Assistant Executive Director, or the General Counsel) is made aware of a circumstance that could present a danger of harm, an increase in liability, or an opportunity to improve neighborhood stability that falls outside the normal categories included above, the executive office may request that a tenant retention transfer request be placed and processed. A letter of recommendation from an appropriate executive staff member must accompany the request.

7-2 TRANSFER PROCESS AND PROCEDURES

The Authority shall consider and authorize transfers according to the criteria detailed in this Plan. The categories of transfers are detailed in Section 7-1 above. All non-mandatory transfers are subject to the tenant selection screening criteria that are included in section 5 of this policy. The BMHA Occupancy Department will conduct additional investigations and consider reports from management to determine whether a non-mandatory transfer request should be approved. If a non-mandatory transfer request is denied based on suitability criteria, an appeal using the tenant grievance procedures included in section 10.6 of this policy may be pursued.

All transfer requests except executive office tenant retention transfers originate from the development management office, either the Housing Manager or the tenant may initiate the transfer request. To substantiate the need for a transfer, the Manager shall review available documentation or conduct investigation as determined necessary. When the Housing Manager verifies the tenant's need to transfer, the transfer request will be processed with the available documentation attached, and the transfer paperwork will be submitted to the Occupancy office for review.

A transfer request may be disapproved due to lack of substantiation that a transfer is warranted or due to a record of poor rental payments, poor housekeeping, neglect or abuse of Authority property, disturbance to other tenants, etc. Disapproval requires that the tenant be notified by the Manager in writing within 30 days of the tenant's request with a copy of the letter sent to the Occupancy Coordinator.

A previously disapproved transfer request may be reconsidered if the Manager can document improvement in lease compliance. The Manager will notify the tenant of the reasons for the denial of a transfer and inform the tenant of his/her right to appeal the determination utilizing the Tenant Grievance Procedure detailed in section 10.6 of this Plan.

The manager may approve transfers that adhere to the conditions defined for the categories requested, as detailed in Section 7.1. All transfers shall be forwarded to the Occupancy Coordinator for final review and placement on the wait list. After review, it may be determined that a transfer has not been approved according to Authority policy/procedures or there has been a change in factors affecting the approved status of the transfer. Such transfers will be returned to the Housing Manager with correspondence from the Occupancy Coordinator explaining the reason for return. The housing manager may either re-submit the transfer with more documentation, or deny the request and inform the tenant of the reasons.

7-3 TRANSFER OFFERS/PLACEMENT

A. Transfer candidates will be made offers for permanent moves in the following manner:

1. Urgent Emergency/Urgent Emergency Environmental Transfers

- a. First Offer: A unit in the Development in which the tenant resides unless the reason for the transfer is safety related and remaining at the current site preserves the danger.
- b. A choice of any development where units of appropriate size and type are available.

Families qualifying for transfers in this classification will be made offers, and ranked by the date of the occurrence or identification of the condition which identified the nature or cause of the urgent situation or emergency. Construction schedule dates will regulate the date of identification requirement for transfers affected by modernization, unless the degree of urgency for transfer warrants identification of the urgent situation or emergency condition. If all offers are rejected, tenants will be subject to eviction.

2. Under-housed Transfers

- a. First Offer: A unit in the development in which the tenant resides. If no units are available in this classification, a tenant may wait for one to become available (if such a unit exists).
- b. A choice of any development where units of appropriate size and type are available. Transfers in this classification will be ordered by the date they became under-housed or were reported to be under-housed, beginning with the tenant who has been under-housed the longest and is under-housed most extremely.

3. Over-housed Transfers:

- a. First Offer: A unit in the development in which the tenant resides. if no units are available in this classification, a tenant may wait for the next appropriate unit to become available.
- b. A choice of any development where units of appropriate size and type are available.

Transfers in this classification will be ordered first, according to those over-housed most extremely, and within those groups, by those over-housed the longest. These tenants will be allowed to remain in an over-housed condition until such time as there are no available units in that size/type, and their unit is needed for new applicants, or urgent-emergency, urgent-emergency environmental, and under-housed tenants. When the Authority has appropriate size and type units to transfer these tenants into, the over-housed transfer will become mandatory. If at this point, Units are offered and rejected for any reason, the Authority will take action to terminate tenancy under its normal lease provisions. All families that are in units too large for them will not be required to transfer to another unit outside of their current development unless an appropriate unit does not exist in the development, in which case they will be required to move to another development that has units of the appropriate size. These families will be allowed to remain in their units, if they choose, until the first unit of appropriate size is available in the development in which they currently reside.

4. Tenant Retention Transfers:

- a. First Offer: A unit in the development in which the tenant resides. if no units are available in this classification, a tenant may wait for the next appropriate unit to become available if waiting is appropriate for the situation .
- b. A choice of any development where units of appropriate size and type are available. Tenant retention Transfers will be ordered after over housed transfers according to the date and time that the transfer request is received.

8.0 Leasing Process

8.1 *TRANSFER AND APPLICATION UPDATING AND REVIEW PRIOR TO LEASING*

Upon receipt of certified applications and transfers from the Occupancy Department, the Housing manager, or his/her representative, shall review each file. At the time of leasing, the Housing Manager, or his/her representative, shall again review the application and leasing information with the prospective tenant and impress upon the prospective tenant that inaccurate, omitted, falsified or misrepresented information provided by the prospective tenant which materially affects their eligibility for housing could be a cause for the rejection of their application or transfer and/or subject them to eviction and/or civil or criminal prosecution of fraud under both State and Federal law. The Housing Manager shall advise the prospective tenant that penalties for prosecution for fraud, payments of fines over and above the increased rental amounts, and/or incarceration.

Application or transfer information which does not affect Eligibility for Admission may be corrected by the Housing Manager. Any changes or corrections made shall become part of the application or transfer file. All changes shall be dated and initialed by the prospective tenant and Housing Manager, or his/her representative.

If through review, it is ascertained that the application or transfer has not been certified and/or re-certified according to the Tenant Selection and Assignment Plan, or there has been a change in factors affecting Eligibility for Admission for which corrections cannot be made by the Housing Manager, or his/her representative, including suitability for placement, or errors in fact, the application is immediately to be returned to the Occupancy Coordinator with a memo from the Housing Manager explaining the reason for return.

When an application is returned to the Occupancy Department, a review of the application or transfer file must be conducted and the results of the review, findings and the basis for the current eligibility determination must be included in the applicant or transfer file.

8.2 *CONTACTING THE PROSPECTIVE TENANT FOR LEASING*

An Occupancy Specialist or the Housing Manager will contact the prospective tenant to set up an appointment for leasing. In transfer cases, the Housing Manager shall contact the Manager of the development at which the tenant resides to insure that the tenant is still in residence, that his/her account is paid in full and that the tenant is in compliance with all the provisions of the Dwelling Lease. Telephone contact will be made in all possible instances to expedite housing the family or person. Letters will be sent to all prospective tenants advising them of the location and size of the unit for which their move in is anticipated, amount of rent to be charged based on last verified income, that payments are required by check or money order, date of appointment for inspection and leasing of the unit, location of the designated place where the prospective tenant is to meet the Authority staff member.

8.3 *EXPLANATION OF DWELLING LEASES, AUTHORITY POLICIES AND PROCEDURES*

During an appointment for leasing, a Housing Manager, or his/her representative, will inspect the apartment with the prospective tenant and explain in detail the features and operation of all mechanisms in the apartment. Subsequent to the inspection of an apartment and acceptance of the unit by a prospective tenant, the Housing Manager shall explain the Dwelling Lease. The Housing Manager will specifically draw attention to the opportunities and rights provided by the Authority through its Voluntary Agreement for compliance with Title VI Of the Civil Rights Act of 1964, the Tenant Grievance Procedure, information on Authority policies and procedures and how tenants can avail themselves of the services the Authority provides. All tenants shall be given a packet of information about the development which they are moving into and Authority policies and procedures.

8.4 MOVING EXPENSES

Relocation expenses for tenants shall include moving costs allowance, or arrangement of professional movers plus the reimbursement of transfer of existing telephone and cable services and other incidental expenses that may be determined appropriate by the Authority on a case by case basis.

The Authority shall pay the relocation expenses of tenants transferring within the Authority who are forced to move due to ongoing modernization activities, or at the Authority's discretion, extreme instances where repairs can not be made (with the exception of those tenants whose willful neglect and/or abuse of Authority property caused the damage). Charges for repairs necessitated because of a tenant's neglect and/or abuse of Authority property shall be assessed in accordance with policy. Eviction proceedings will be initiated when appropriate.

8.5 PRE-OCCUPANCY INSPECTION

The Housing Manager, or his/her representative, will personally escort the prospective tenant to the dwelling unit they may be leasing. Together the staff member and the prospective tenant will inspect the unit and record the condition of the apartment on the BMHA Inspection Form. Both Parties must sign the dated Inspection Form verifying the condition of the unit at time of leasing. Prospective tenants shall be given a copy of the Inspection Form. If any work items are identified, they are to be forwarded to the appropriate Authority Department for completion. Copies of the Inspection Form and completed follow up work orders are to be maintained in the tenant file to verify the condition of the apartment at time of leasing or move-in. The Housing Manager may take photographs of the prospective tenant in the unit and retain them to further record the condition of the unit at move-in.

8.6 PAYMENTS AND DOCUMENTS REQUIRED FOR MOVE IN

Prior to receiving apartment keys and taking possession of a unit, the prospective tenant must execute a Dwelling Lease and other documents determined appropriate by the Authority, and provide payment for or at least one month's rent or verification of payment for one month's rent from the Department of Social Services and Security Deposit or Security Deposit Voucher from ECDSS or other agency. Payments in check or money order may be accepted.

8.7 DWELLING LEASES AND LEASE PROVISIONS

The Authority has Dwelling Leases for its Federal Developments. A Dwelling Lease (see Appendix 8) and other documents determined appropriate by the Authority must be entered into between the Authority and its tenants. Dwelling Leases and other required documents for all tenants shall be current and reflect the terms of tenancy, rental amount, composition of the family residing in the dwelling unit and applicable information thereof, conditions of occupancy and provisions for the termination of the lease.

Dwelling Leases must be executed at the time of initial leasing, change in unit size or address, when sources or amounts of income or rent change or at other times determined appropriate by the Authority. Prior to final moving assignments being made, the head of the household, spouse and other residents age 18 and older determined appropriate by the Authority must execute the Dwelling Lease, Federal Privacy Act Statement, Applicant/Tenant Certification Form, Consent for Release of Information Form and other documents determined appropriate by the Authority. The Head of the Household shall be given a copy of the Dwelling Lease and other forms the Authority determines appropriate. The Authority shall retain the original documents in the tenant file.

8.8 SECURITY DEPOSITS AND OTHER DEPOSITS

Security Deposits reinforce the basis for the Authority to collect moneys attributable to the cost of damages, unpaid rent and other applicable charges left owing by a vacating tenant. The Authority may utilize all available methods to collect any and all moneys left owing by a vacating tenant.

In the case of tenants who receive income from the Department of Social Services or SSI, the Security Agreement shall afford the Authority the mechanism through which moneys, one month's gross rent, shall recoup cost of replacement of damages beyond normal wear and tear as determined at move-out inspection as well as outstanding balances upon move-out. In the case of those Federal Development tenants whose income is derived from sources other than welfare or SSI, the Security Deposits specifies the applicable sections of the Dwelling Lease which provide the basis upon which the Authority shall assess charges attributable to the cost of damages, unpaid rent or any other applicable charges left owing.

Each tenant moving into or residing in a Federal Development is required to execute a written Security Deposit with the Authority when Dwelling Leases and/or other appropriate documents and first month's rent are collected during the execution of initial lease, change in unit size or address, or at other times as determined appropriate by the Authority; the Authority will also require a Pet Deposit of \$100 to recoup the cost of any damages caused by pet.

9.0 Tenant Rent and Other Charges

9.1 TENANT RENT

Rent is the Total Tenant Payment or Contract Rent charged a tenant for the use of the dwelling accommodation, equipment and services, a reasonable amount of utilities except for telephone and cable, and other miscellaneous charges such as, but not limited to, the following:

- a. damage to equipment or property due to the tenant's negligence misuse, normal wear and tear excepted;
- b. supplies provided or services rendered but not included in the Tenant rent with maximum assessments being based upon the Authority's expense of providing such items or services. Supplies and services for which charges may be assessed include, but are not limited to, the following:
 1. late and legal fees,
 2. miscellaneous extraordinary maintenance charges such as appliance removal and for failure to prepare for extermination, lock changes and additional keys.

With the exception of telephone and cable, where all utilities and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities and other essential housing services are not supplied by the Authority and the cost there of is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

In cases of misrepresentation of income where it is determined that continued occupancy is to be allowed, a back charge of rent due for the period of misrepresentation may be applicable against the tenant. (Board Approval 03/26/85) Dependent on the circumstances of each cases the Housing Manager may demand payment in full or establish a payment plan to collect any retroactive money that is due. Regardless of which course is determined appropriate, the tenant shall be required to enter into a written agreement for payment and be advised in writing that failure to make the required payment(s) will result in termination of tenancy and possible criminal prosecution.

The Authority reserves the right to charge a deposit equal to one month's rent at any time for new admissions and resident transfers not receiving PA or SSI.

A. CALCULATION OF RENTAL AMOUNTS

In accordance with the Quality Housing and Work Responsibility Act of 1998, the Authority has effectuated policies which encourage tenant employment, support tenant retention, are economically feasible, and offer choice and just-cause exceptions in the determination of the calculation of rental amounts. The monthly Total Tenant Payment for families whose lease for a dwelling unit in a federally-aided development under the jurisdiction of the Authority shall be:

- a.) the highest of the following, rounded down to the nearest dollar;
 - I. Thirty percent (30%) of the Adjusted income; or
 - II. Ten Percent (10%) of the Annual income; or
 - III. The Welfare Rent.
- Or:

- b.) I. A Flat Rent - the Authority determines it's Flat Rent Schedule by determining annually, a percentage of the Fair Market Rents as determined by HUD. As the FMR's

generally apply to the entirety of the County of Erie, the Authority shall conduct a Market Comparability Study (survey of similar unassisted units in the neighborhood – (City of Buffalo)) to determine the percentage of FMR’s which shall apply to the BMHA (City of Buffalo) Flat Rent Schedule by bedroom size. The Authority shall also take into account operating costs, the encouragement of stability in its developments, and desire to mix working families into its communities. Note: This flat rent schedule does not apply to tax credit properties in the BMHA inventory.

2008 Flat Rent Schedule
(based on FMR’s less 35 %)

0 bedrooms - \$ 323.00	1 bedrooms - \$ 380.00	2 bedrooms - \$ 457.00
3 bedrooms - \$ 566.00	4 bedrooms - \$ 625.00	5 bedrooms - \$ 718.00
6 bedrooms - \$ 812.00		

Flat Rent Hardship: If the BMHA determines that a family had a financial hardship and cannot pay the flat rent, the family may switch to an income-based rent. Financial hardships include: reduction of income from changed circumstances, loss of employment, loss of earnings or other assistance, etc.

II. The Minimum Rent - the Authority, in the event that the Total Tenant Payment, based on income and deductions totals less than \$50.00, will charge a minimum rent of \$ 50.00 per family.

Minimum Rent Hardship Exceptions: Minimum rents shall not apply for situations in which:

- the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act, and Work Opportunity Reconciliation Act of 1996.
- the family would be evicted as a result of the imposition of the minimum rent requirement.
- the income of the family has decreased because of a loss of employment, death in the family, or other situations as determined by HUD.

Tenant must request a hardship exemption (waiver) of the minimum rent being paid. The Authority will immediately suspend the rent payment requirement beginning the 1st of the month following the request, and may not proceed with non-payment legal proceedings pending determination of eligibility, for a period of up to 90 days. Upon initial request and during said period, tenant must submit all financial documentation to support eligibility for waiver, which information will be verified by the Authority. The Authority may request additional and/or continuing documentation as needed. The Authority shall determine whether the request is adequately documented, and whether eligibility for waiver is anticipated to be long or short term, and shall notify tenant of its decision.

Should it be determined that there is no qualifying hardship, tenant shall be immediately notified in writing, and shall have the right to grieve said decision. Should tenant qualify

for a waiver, tenant shall be exempted from the minimum rent for so long as the qualifying condition(s) exist.

Upon tenant being no longer eligible for continuing waiver, the Authority shall notify tenant in writing of the rent obligation and effective date, and shall arrange with tenant for a reasonable repayment plan for any rents unpaid prior to the first date of waiver eligibility. Only non-payment of any amounts due prior to or subsequent to the waiver period will be grounds for legal proceedings.

The Authority shall give all tenants subject to minimum rents, written notice of their rights under these provisions.

The Authority will mandate the reporting of income changes annually at the time of re-examination, and allow for the option to convert to or from a flat rent annually.

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

B. POLICIES FOR INFREQUENTLY USED RENT DETERMINATIONS

1. Rent For Authority Employees or Resident Service Providers Residing in Authority Developments:

The Total Tenant Payments or rent to be charged B.M.H.A. employees who live in an Authority development and whose residence is not contingent on their provision of services to the Authority or its tenants, will be the same as the Total Tenant Payment for other families with the same amount of income. If the Authority seeks and obtains HUD approval for a resident or employee to live in a development due to the nature of his or her duties, the Authority shall charge the resident or employee a rent determined by a method agreed upon by the Authority and HUD.

2. Rent For Tenant Members of the Authority:

Members of the Authority shall be entitled to all remuneration and benefits enjoyed by appointed Members. Income received as a means of compensation for time and services provided by Members of the Authority to the Authority and for its residents shall be included in income for rent calculation purposes.

3. Rents For Residents Receiving Income From Public or Private Child Placing Agencies:

Payments received for the care of foster children are not included in Annual Income. If there are foster children in a Family who are under the age of 18, any income they receive from employment is not included in Annual Income. If the income from public or private child placing agencies is the only source of income in the household, no rent is to be charged. If there is other income, that income shall be calculated for purposes of determining rent. Foster children may not be given a deduction as a Dependent.

4. Rent For Seasonal Workers:

Seasonal workers shall have their income computed on their earnings and the Total Tenant Payment shall be based on this amount. During periods of unemployment, income is to be computed on unemployment figures and rent based on this amount on a temporary rent adjustment on a month-to-month basis.

5. Earnings of Students:

Earnings in excess of \$480 for each full-time student 18 years or older, excluding the head of household or spouse, are excluded from annual income. These individuals are dependents for who a deduction is also received when adjusted income is calculated. The earnings of a full-time student 18 years or older who is the head of household or spouse is included in annual income. The full amount of student financial assistance paid directly to the student or the educational institution is also excluded from annual income.

If at any time, the Department of Social Services, entered into a contractual agreement with the Authority, allowing for increases in the Total Tenant Payment for welfare recipients beyond ten percent (10%) of the previously agreed upon amounts, the Authority implemented and shall continue to implement the increased Total Tenant Payments for welfare tenants without reduction or limitation. The Social Services Department has and shall continue to correspondingly increase the shelter allowance portion of the welfare client's grant.

C. INCOME EXCLUSIONS FOR RENT DETERMINATIONS:

Rent payable may not be increased due to income as defined below during the 12-month period beginning with the commencement of income. Upon the expiration of the 12-month period, 50 % of the income would be excluded as per this section for the subsequent year. The third year would prohibit the exclusion.

Exclusions:

- Earned income increases of a household member who was previously unemployed for one or more years.
- Income increases during the participation of a family member in an Authority recognized family self-sufficiency or other job-training program.

D. PERMISSIVE DEDUCTIONS:

- Employment Deduction: Employment related expenses; deduct \$1000.00 per family. One deduction per household.

9.2 OTHER CHARGES TO TENANTS

Other Charges are amounts due for non-routine or extraordinary supplies or services not included in the Total Tenant Payment for which assessments are made based on the actual or lesser amount of the Authority's expense of providing such item or service. Damage to the equipment or property due to the tenant's negligence, misuse or normal wear and tear may be assessed to the tenant based on the Schedule of Other Charges to Tenants which is included as appendix 10.

9.3 UTILITY ALLOWANCES FOR FEDERAL DEVELOPMENTS

In accordance with the terms of the Dwelling Lease, tenants are charged for utilities used in excess of the maximum allowances established and included herein.

Gas and Electric Utilities are supplied to the tenants through either a project supplied or a retail system.

Project Supplied Utilities are provided through a Master-meter System. The Development receives its

utilities from the utility supplier and then distributes it to each dwelling unit. Check-meters are located

for each unit to determine the consumption of that unit and any usage in excess of the established allowance.

The following are Project Supplied Utilities: Lakeview (NY2-1), Price Courts (NY2-2), C. Perry Homes (NY2-3), Kenfield Homes (NY2-10), Kelly Gardens (NY2-13), and Kowal Apts. (NY2-19), Elmhurst Apts. (NY2-20), Slater Courts (NY2-121), Camden Apts. (NY2-26): Water; electricity for lighting, cooking and refrigeration; central hot water; central heating.

C.Perry Ext. (NY2-5), Shaffer Village (NY2-8): Row-house structures: water; electricity for light and refrigeration; gas for cooking, hot water and space heating.

Apartment Building Structures: water, electricity for lighting and refrigeration; gas for cooking; central hot water; central heating.

Price Courts Ext.(NY2-4), Jasper Parish (NY2-6): water-, electricity for lighting and refrigeration; gas for cooking; central hot water; central heating.

LaSalle Courts (NY2-11), Langfield Homes (NY2-12): water; electricity for lighting and refrigeration; gas for cooking, hot water and heating.

Schwab Terrace (NY2-14): water; electricity for lighting, cooking, refrigeration and space heating; gas for hot water.

Sedita Apts. (NY2-16), LBJ Apts. (NY2-22), Stuyvesant Apts. (NY2-27): water, electricity for lighting, cooking, refrigeration and space heating; central hot water.

Central air conditioning in Stuyvesant Apts. (NY2-27) only. All tenants are surcharged on a monthly basis.

Holling Homes (NY2-18): water; electricity for lighting, cooking, refrigeration, heat and hot water.

Calculation of Applicable Charges are as follows:

<u>Utility</u>	<u>Method of Determining Excess Use</u>
Electricity	Individual Check Meters
Gas	Individual Check Meters

Gas meters are read by National Fuel and the readings are forwarded to the Development Management Office.

By address and account number, the previous meter reading is subtracted from the present reading to determine the consumption for each dwelling unit. The amount of the allowance is then subtracted from the amount consumed. The figure is multiplied by the current rate per 100 cubic feet of gas, to determine the surcharge to the tenant.

A bill is prepared which is sent to each tenant who is to be surcharged. This bill contains the following information:

1. Billing Period
2. Present Reading
3. Previous Reading
4. Amount Consumed
5. Amount of Allowance
6. Excess Amount
7. Excess amount multiplied by current gas utility rate, and
8. Total Surcharge to Tenant

A statement on the bill advises the tenant to contact the Development Manager if they have any questions about their usage and/or surcharge.

Electric meters are read by Authority staff. The procedure for calculating bills for electric usage is the same as for gas, with the exception that the amount consumed in excess of the allowance is multiplied by the current electric utility rate.

Tenant Purchased Utilities or Retail Service is the system where the tenant buys the utility service directly from the Utility supplier.

The following are Tenant Purchased Utilities:

Msgr. Geary Apts. (NY2-31)

Tenants are billed directly by Niagara Mohawk Power Corporation. Allowances for electricity are deducted from the gross rent. There is no gas. Hot and cold water is supplied by the Authority.

Scattered Sites (NY2-32): Tenants are billed directly by the Niagara Mohawk Power Corporation and National Fuel Gas Company. Allowances for electricity and gas are deducted from the gross rent. Water is supplied by the Authority.

Mullen Manor (NY2-34): Tenants are billed directly by the Niagara Mohawk Power Corporation and National Fuel Gas Company. Allowances for electricity are deducted from the gross rent. Hot and cold water and heat are supplied by the Authority.

Tenants are billed directly by the Utility Company. The monthly utility allowance is a dollar amount subtracted from the gross monthly rent. The net rent is paid to the Authority as rent and the dollar amount of the allowance is available to the tenant for payment to the Utility Company. Tenants are responsible to pay the full amount of the Utility charge based on consumption. If a tenant is billed for an amount exceeding the allowance, the overage is attributable to the tenant's excess usage and is payable by the tenant.

LWSH (NY2-48) Tenant billed directly by National Grid and National Fuel Corporation. Allowances for electricity and heating are deducted from gross rent. The Authority supplies water.

Allowances

Separate allowances are established for Project supplied and Tenant purchases for gas and electricity, type of building (row-house, walkup and high-rise) and dwelling unit size (number of bedrooms); Developments are grouped together according to shared characteristics.

In the case for Project supplied utilities, consumption figures were first reviewed based upon meter reading records from 1979-80 and 81. These numbers were totaled to provide a consumption figure, which was divided by three, to produce an average yearly consumption amount for each dwelling unit within the development groups. The average yearly consumption figures were then listed from the highest to lowest usage. The amount at the highest 10% position for each dwelling unit size was then used as the new allowance amount for that grouping.

This was intended to guarantee that 90% of the tenants should not receive a surcharge with reasonable usage.

Following this initial review, annual reviews are conducted. When it is determined that 25% of the units in any group have been surcharged for excessive use, the allowances must be revised to meet the 90% figure of tenants not being surcharged.

In the case of Tenant Purchased Utilities, the allowances were determined by collecting consumption figures for all occupied dwelling units on an annual basis, until a three-year base could be established. The average annual consumption figures for all occupied dwelling units on an annual basis, until a three-year base could be established. The average annual consumption for the occupied units in each were calculated and a three-year average of these amounts established the allowances. Each year thereafter, the first year of averages is replaced with the averaged consumption amounts in occupied units if identical size of a new year and the new three-year average becomes the allowance for the new allowance.

In establishing utility allowances, the Authority takes into consideration the following:

I. Project supplied Utilities with Check-meters

A. Types of Equipment

1. Major Equipment - furnaces and hot water tanks, etc. Supplied by the Authority
2. Essential Equipment - Stove, Refrigerator, Washer, Dryer, etc. either by the Authority or tenant
3. Minor Equipment - Toaster, radio etc. supplied by the tenant

B. Rate

The rate of utility charged to the tenant for usage over the allowance is based upon the average utility rate charged to the Authority by the Utility supplier.

II. Project Supplied Utilities with Check-meters

A. Types of Equipment

1. Major Equipment - Furnaces and hot water tanks either Authority owned or tenant owned and optional equipment such as air conditioning.
2. Essential Equipment - Tenant owned stoves and refrigerators, washers and dryers, etc.
3. Minor Equipment - Toaster, radio etc. supplied by the tenant.

B. Rate

The rate of utility charged to the tenant, is determined by the cost to the Authority for utility consumption attributable to tenant owned major appliances or to optional equipment such as Authority furnished air conditioning.

III. Tenant Purchased Utilities

A. Types of Equipment

1. Major Equipment - same as above
2. Essential Equipment - same as above
3. Minor Equipment - same as above

B. Rate

This is a fixed dollar amount based upon average monthly utility need as determined by annual average consumption.

Review and Revision

The Authority will conduct an annual review of Utility Allowances to determine a reasonable level of consumption for an energy conservative household in order to maintain a safe, sanitary and healthful living environment.

In determining reasonable levels of Consumption, the Authority will use the following data:

1. Equipment and functions covered by the allowance.
2. Energy efficiency of Project supplied appliances and equipment.
3. Consumption requirements of appliances and equipment whose reasonable consumption is to be covered by the Total Tenant Payment.
4. Changes to dwelling units which would change consumption requirement of the unit.
5. Changes in utility rates.

The Authority will make the necessary adjustments to the utility allowances to maintain an amount of consumption that is reasonably within the control of the tenant household to avoid being surcharged.

In the case of tenant purchased utilities, the Authority may revise its utility allowances between the annual review if there is a rate change(s) which amounts to a 10% increase in the rate which was used to determine the allowance.

Adjustments to tenant rent based upon such changes, shall be retroactive to the first day of the month following the month in which the last rate change causing a revision become effective.

Tenant Relief

When a tenant receives a surcharge for excess utility usage and they feel the charge is not justified, the tenant may request an adjustment be made.

The following procedure should be followed when requesting such an adjustment:

Within five (5) working days of receipt of the surcharge bill, the tenant shall notify the Housing Manager of their development. The tenant's written notification should contain the (1) type of utility bill, (2) period the bill covers (3) reasons why tenant feels the surcharge is too high and (4) what the tenant wants done to relieve the situation.

Upon receipt of the written request for utility relief, the Housing Manager shall have the meter reading, upon which the surcharge is based, checked to see if they were properly read. The Housing Manager may also request that the Authority's Maintenance staff or Utility Company check the meter in question to see if it is working properly. The Housing Manager may also inspect the tenant's apartment to determine the type of appliances in use in that particular apartment.

After the Housing Manager concludes the investigation, the tenant will be notified in writing of the determination of the investigation. If the finding is in favor of the tenant, the notification will contain the adjustment(s) to be made to the tenant's account and the reason(s) for the adjustment. If the finding is not in favor of the tenant, the notification will contain the reasons why no adjustment(s) will be made and advise the tenant of their right to file a grievance through the Authority's Tenant Grievance Procedure.

In general, the Authority will grant request for relief of Utility Surcharges under the following circumstances:

1. Utility meter readings are incorrect.
2. Utility meter not functioning properly.
3. Construction/Repair work in tenant's apartment which affects utility consumption.
4. Special needs of elderly, ill or handicapped tenant or member of tenant household who is elderly, ill or handicapped.
5. Authority supplied equipment which malfunctions causing excessive use of utility.

Under no circumstances will relief be granted when the cause of excessive use of Utilities is a malfunctioning tenant supplied appliance.

In the case of Project Supplied Utilities, the utility allowance is due as part of the monthly Total Tenant Payment; Net Rent payable to the Authority, utility allowance and surcharge if any to the Utility Company(s).

Tenants who do not (1) pay the surcharge (2) request relief or (3) enter into approved payment arrangements within the time periods outlined above, will be issued a 30-day notice to vacate.

9.4 COMMERCIAL AND RETAIL SPACE AT THE STUYVESANT APARTMENTS

The Authority shall make every effort to rent the commercial and rental space at the Stuyvesant Apartments at a market rate. The market rental rate shall be established in comparison of the rental rates for other properties in the vicinity with consideration being given to the fact that this is not entirely a commercial or retail property. The Authority shall also give consideration to the fact that potential tenants for the rental space in this building may provide services to its public housing residents that otherwise may not be readily accessible to them, should that be the case, this benefit may be taken into consideration when rental amounts are established.

10.0 Continued Occupancy

10.1 ANNUAL RE-EXAMINATIONS AND SUBSEQUENT REQUIREMENTS

The continued occupancy of all tenants in occupancy is to be reexamined at least once every twelve (12) months. Those resident households on a Flat Rent system will be re-examined at least once every three years. Upon determination of the factors for Continued Occupancy and the anticipated income for the ensuing year, the tenant's rent shall be adjusted in accordance with the Annual or Adjusted income.

Established procedures for completion of the reexamination entail:

A. Policy Prohibiting Discrimination:

The Annual Survey Form and/or information accompanying the Annual Survey Form shall contain a written statement acknowledging that "The Buffalo Municipal Housing Authority Does Business in Accordance With The Federal Fair Housing Laws And Does Not Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status Or National Origin." The United States Department of Housing and Urban Development Housing Discrimination Hot-line telephone numbers will also be included with the Annual Survey information for the tenants' use in situations where they determine appropriate.

B. Policy Prohibiting Fraud:

The Annual Survey Form shall contain a written warning to all tenants informing them that inaccurate, omitted, falsified, or misrepresented information which they may provide materially affecting their eligibility for continued occupancy or their tenancy could subject them to eviction and/or civil or criminal prosecution for fraud under both State and Federal Law. The written statement shall advise the tenant that penalties for prosecution of fraud include re-payment of all past rent charges, which accrued due to the fraud, payment of fines and/or incarceration.

C. Receipt Of Survey Forms:

Each tenant is required to submit and sign the Annual Survey (Form #125) or similar form, which constitutes the application for continued occupancy.

All entries on this form are to be in ink or typed with corrections or changes made by lining through the original entry and substituting therefore, the corrected data. Such changes are to be initialed by the person recording the changed data with the reasons for such changes being incorporated in the record.

D. Need for Documentation:

Documentation is needed to substantiate determinations of family income and composition with respect to size and type of unit required and accuracy of rental charges. Employment and income data must be verified in every instance. All verified findings must be documented and placed in the tenant folder becoming a permanent record therein.

The EIV system is a tool to validate tenant reported income (wages, unemployment and social security benefits) along with resident provided verification or if unavailable third-party verification. It provides a portal to tenant income information in the form of household income data, as well as several

income-based reports.

Tenant income data in the EIV system comes from a variety of sources including the following:

- **Form HUD-50058 Database** - provides tenant-reported household information (name, SSN, program *type*, address, projected *income*, *etc.*)
- NDNH** - US Department of Health and Human Services, National Directories of New Hires (NDNH) provides information concerning employment information (W4), wages, unemployment benefits, for participating- PIH Public Housing and voucher programs,
- Social Security Administration** - provides information concerning Social Security and supplemental security income payments for tenants who participate the PIH Public Housing and voucher programs. In addition, SSA provides feedback to EIV concerning problems with tenant ID information.

As a condition of continued occupancy in any unit, the Authority shall require the family head and other such family members as it designates to execute release and consent forms authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to the Authority and the Department of Housing and Urban Development such information as is determined to be necessary for the purpose of determining family income and composition.

The data in the EIV system includes private and confidential information. Staff at SMHA may not view private information unless there is a signed Authorization for the Release of Information and Privacy Act Notice (form HUD-9886) in the household's file for the head of household and the spouse of the head of household, or co-head, regardless of age, and for each adult member in the household.

In order to view income data, you must have a valid HUD Form 9886 or equivalent consent form (*meeting* requirements under 24CFR5.230), *signed* by *each* household member who *is at* least 18 years of age, and each family head and spouse regardless of age.

In order to view income data, you must have a valid form HUD-9886 signed by each household member who is at least 18 years of age, and each family head and spouse regardless of age.

In accordance with applicable regulations, information or documentation shall be determined to be necessary if it is:

- 1) Required for purpose of determining or auditing a family's eligibility to receive housing assistance,
- 2) For determining the family's Adjusted Income or Tenant Rent,
- 3) For verifying related information, or
- 4) For monitoring compliance with equal opportunity requirements.

The Authority shall not use the information obtained by such release and consent for purposes other than those which are directly connected with the above or in applying for assistance.

E. Documentation Of Reexamination Data:

The documentation of verified findings for reexaminations may consist of but not be limited to, the following:

1. Information obtained from the EIV system
2. Photostat or carbon copies of documentary evidence possessed by the tenant or other authoritative source substantiating representations made on or accompanying the Survey Form, or in lieu thereof, recording in brief the contents of such documents together with the name of the staff member who review the documents, date on which they were reviewed, and the name of the person possessing the documents.
3. Computerized print-out of employers and other persons or agencies qualified to furnish information concerning any of the factors involved in eligibility for continued occupancy, family composition or rent determinations.
4. Official copies of Federal income tax returns from self-employed, or other types of workers such as commission salesman, taxi-drivers, etc., whose earnings result from their own enterprise, setting forth gross receipts, itemized expenses and net profits.
5. Memoranda covering verification obtained by personal contact,, telephone conversation or other similar means setting forth the source of such information, the date it was received and signed by the staff member receiving the information. Such verification is acceptable only if the alternatives defined in the above sections have been exhausted and documentary verification is not obtainable.
6. Declaration letters from Social Security increases the amounts and effective dates of the increases.

F. Analysis Of Verified Findings:

All verified findings and pertinent data on file are to be reviewed and evaluated. In instances of variance between existing records and currently verified data, the discrepancies must be investigated and action shall be taken in accordance with procedures defined in this Plan.

The following guidelines are provided to assist in consistently and uniformly resolving income discrepancies.

BMHA has established the criteria for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. BMHA defines a *substantial difference* as one that is \$200 or more per month.

EIV Income Data is Not Substantially Different than Tenant-Provided Income Information

EIV may alleviate the need for 3rd party verifications when there is not a substantial difference between EIV and tenant-reported income.

In cases where EIV income data is **not** substantially different than tenant-reported income, PHAs should follow guidelines below:

- If EIV income data is less than **current** tenant-provided documentation, the PHA will use tenant provided documents to calculate anticipated annual income.
- If EIV income data is more than **current** tenant-provided documentation, the PHA will use EIV income data to calculate anticipated annual income **unless** the tenant provides the PHA 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 PHA will use tenant-provided documents to calculate anticipated annual income.

EIV Income Discrepancy Reports is Substantially Different than Tenant-Provided Income Information at the 50% [fifty-percent] threshold.

In cases where EIV *income data* is substantially different *than* tenant-reported *income*, BMHA shall follow the guidelines below:

- The BMHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5,236(3)(i).
- The BMHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when the BMHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
- The BMHA must analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- The BMHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.
- Tenant provided documents must be dated within the last 60 days of the current certification date.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income, the PHA may average amounts received/earned to anticipate annual income.

Tenant Changes to EIV Data Accuracy

Under the Privacy Act, tenants have the right to challenge the accuracy of information maintained by the government that concerns them. By the terms of HUD's agreements with SSA and with HHS Office of Child Support Enforcement for NDNH, the data that HUD obtains from those agencies is their data and challenges to their accuracy are to be referred to those agencies.

If the tenant disputes EIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, the BMHA should request the tenant to provide the BMHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the BMHA Notice of Discrepancy date. The tenant may contact SSA at 1(800) 772-1213 or visit their local SSA office.

G. Summary of Verified Findings and Manager's Certification:

A summary of verified information and documentation must be made including the following specific determinations and the basis for them:

- 1) Required unit size and
- 2) Rent which shall be charged based on the higher of thirty percent (30%) of the Annual Income, *ten percent (10%) of the Adjusted Family income, the welfare rent, or the flat rent* (Asset limitation removed for continued occupancy-Board approval Effective 02/25/82)

As a part of the re-examination process, the Housing Manager must review the Annual Survey Form and accompanying documentation for each family re-examined. The Manager's signature on Annual Survey Form shall serve to attest to the Manager's review for completion and accuracy.

H. HUD Form 50058: The Department of Housing and Urban Development Form 50058 must be completed for each family reexamined. The original Form 50058 must be retained in the tenant folder. The Authority will also transmit the 50058 form data to the designated data processing center (MTCS Center) on a tape or disc format acceptable to the Department of Housing and Urban Development by the fourteenth (14th) of each month.

Notifications to Tenants: Subsequent to completion of the reexamination and all applicable procedures, each tenant reexamined shall be informed in writing of the following:

- a. their status as under-housed or over-housed families and the Authority's policy that will be applied when their position on the transfer waiting list is reached;
- b. any change to be made in the rent;
- c. any instances of misrepresentation, fraud or noncompliance with the terms of the lease revealed through reexamination and any action to be taken;
- d. the date by which the tenant is required to execute a new Dwelling Lease and/or other appropriate documents.

If the tenant fails to comply with reexamination requirements, such as but not limited to, failure to submit the survey form and/or supply documentation the Authority shall:

1. Charge a Total Tenant Payment equal to the Fair Market Rent, as defined in Appendix 12 of this Plan, amount for the first of the next month after which date the tenant failed to comply with the reexamination requirements, and
2. Notify the tenant that eviction proceedings may be initiated within thirty (30) days from the first day of the subsequent month following the assessment of the Fair Market Rent if the required reexamination information/documentation is not submitted to the Authority's satisfaction prior to that time of during the month for which the Fair Market Rent has been charged if the Fair Market Rent has not been paid in full, or
3. Initiate other appropriate means to terminate tenancy as detailed in Section 6-6 of this Plan of the Dwelling Lease.

10.2 DEFERMENTS OF RENTS AND INTERIM REEXAMINATIONS:

Establishment of rents at the time of annual reexamination may be deferred for a period of from thirty to ninety (30-90) days in those cases where the current source of income does not represent the potential income of the family. Deferments at reexamination shall generally be limited to the following sources:

- A. Unemployment insurance
- B. Workmen's Compensation

- C. Termination of Education
- D. Retirement or pending disability status (SSI)
- E. Long Term Hospitalization

If, at the time of special reexamination resulting from a deferment, it is still not possible to make a reasonable estimate of the Annual Income, a special reexamination may continue to be scheduled until such time as a reasonable estimate of Annual income can be made.

The Authority may require verification of the need for a deferment of reexamination in evaluating whether a deferment should be granted.

In accordance with 24 CFR 960.209, if the Authority receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, the Authority shall consult with the family and make any adjustments determined to be appropriate.

Interim reexaminations shall be effectuated other than at the annual reexamination under, but not limited to, the following circumstances:

- A. any changes in family income (increase or decrease)
- B. the lessee dies or ceases to be a member of the family
- C. the family composition is changed as a result of a wage earner leaving or entering the family
- D. the tenant is permitted to continue in occupancy in cases of misrepresentation of income when the tenant agrees to make restitution
- E. at the time of leasing when an inter or intra development transfer has been accepted and a change in rental amount is anticipated as a result of differing public assistance rent amounts or in instances where tenant purchased utilities are involved as such tenant payments may be affected by changes in unit size.
- F. entry or discharge from the military service.
- G. retirement or reemployment of a retired person returning to gainful employment (Board Approval 03/26/85)

10.3 EXECUTION, CHANGES AND CANCELLATION OF EFFECTIVE DWELLING LEASES

In addition to the Dwelling Lease executed for initial occupancy, a new lease or an Exhibit to the present lease must be executed for all tenants in occupancy reflecting changes in unit size or address, family composition or income or other provisions as the Authority may determine appropriate. A new lease is not necessary if there is no change in any material factor in the lease such as family composition or rent.

Supplementary instances may necessitate additional lease cancellations and executions. Relative circumstances and subsequent procedures to be complied with follow:

- A. If, at anytime during the life of the lease agreement, a change in the status of the tenant results in the need for changing or amending the provisions of the Dwelling Lease with respect to the rental amount or family composition, one of two alternatives are to be instituted:
 1. the existing lease is to be canceled and a new lease agreement executed; or
 2. an appropriate rider is to be prepared and made part of the existing lease.

A Lease Rider may be used in situations when it is anticipated that a tenant's income will fluctuate during a short period of time. Such situations may include, but are not limited to, income derived from Unemployment Benefits, seasonal income, or month to month public assistance grants for mixed income households. The Lease Rider enables the Authority to defer a complete interim reexamination and only require a tenant to submit income documentation on a month to month basis. All lease alterations are to be dated and signed by both the tenant and the Housing Manager.

B. Changes in the amount of rent charged to a tenant family will not be increased unless the tenant has received a notice of the amount of the change at least thirty days prior to the effective date of the lease, except in cases when:

1. the tenant has had the amount of his lease rent amended by a temporary rider. The rider is to be terminated at the end of the temporary period and a new lease reflecting the change of rent, shall become effective immediately.

2. the tenant becomes a welfare recipient; in such case an immediate rent change is effectuated as an amount of monies have been specifically included in his grant for such purpose.

3. the tenant is assessed a Fair Market Rent because of their failure to comply with the terms of the Dwelling Lease or other agreements determined appropriate by the Authority.

C. If, through any cause, the signer of the lease ceases to be a member of the family, the lease is to be canceled and a new lease agreement executed and signed by the remaining member of the family determined appropriate by the Authority and qualifying as a Residual lessee providing the family is otherwise eligible for continued occupancy. In such cases where no remaining member of the family is qualified to sign a new lease, the existing lease is to be voided and the family shall be required to move.

10.4 OCCUPIED UNIT INSPECTIONS, LEASE PROVISIONS AND PROGRAMS

The Authority's staff shall conduct inspections of all occupied units at least annually. When feasible or determined necessary by the Authority, additional occupied unit inspections may be conducted to evaluate adherence to the conditions of occupancy, periodically after move in, prior to move out, to examine structural problems, and at other time that the Authority determines, appropriate. At the time of transfer, the Authority will inspect the unit occupied by the transfer candidate to determine if any changes are appropriate for damages beyond normal wear and tear. Lease requirements for notification to tenants shall be adhered to.

In all possible instances, occupied unit inspections shall be conducted with the tenant or their representative present to enable the Authority to obtain accurate information about the structural condition of the unit, input from the tenant with regard to their satisfaction with the unit and the Authority's operation and to provide an opportunity to immediately begin resolving problems caused by the tenant's failure to properly care for the unit or adhere to the Dwelling Lease requirements. Follow up inspections of occupied units where tenant care problems or Dwelling Lease violations appear to be evident, shall be conducted by the Housing or Asset Manager.

In all possible instances, tenants will be given an opportunity to rectify any Dwelling Lease violations. Residents may be required to attend tenant education and/or orientation programs for the purpose of being educated or re-educated with the Authority's operation, lease requirements, rights of occupancy and the services which they can avail themselves of when determined appropriate by the Authority or themselves. In instances where deficiencies in housekeeping practices or neglect of property is evidenced, tenants may be required to participate in a Housekeeping Skills or other

appropriate and available program which may enable them to remain in residence. Depending on the availability of funding, the opportunity to participate in tenant education programs may be a voluntary option for Authority residents.

The BMHA Unit inspection Report, included as Section IX.D., shall be used for occupied unit inspections. A copy of this report shall be transmitted to the appropriate Authority Department(s) for the correction of deficiencies and/or work orders for which the Authority is responsible.

10.5 TERMINATION OF TENANCY

A. Termination by Resident

Notice:

BMHA Residents are required to notify BMHA Management in writing at least one month in advance of the day that they intend to vacate their apartment on the move out form provided by the BMHA (moveouts on the 1st and 15th).

Keys:

All keys must be returned to the Management on the next business day of the termination of their lease or the costs of changing the locks will be assessed to the tenant.

Move-out Inspection:

In as many instances as possible, this final inspection will be scheduled at the end of the tenancy. Notice will be given by the BMHA to the tenant of the date and time of the inspection, and the tenant or tenant's representative is encouraged to be present.

The inspection will list any damages beyond ordinary wear and tear that were not previously noted at the move-in inspection. The cost of these repairs may be assessed to the tenant.

B. Termination of Tenancy by the BMHA:

The BMHA has the right and the obligation to evict any resident for non-payment of rent, lease violations including failure to meet the conditions of occupancy as specified in the lease, the creation or maintenance of a threat to the health or safety of other tenants or BMHA employees, or fraud against the BMHA. Fraud is the falsification, misrepresentation or omission of any information given to the BMHA affecting income or eligibility for admission, or continued occupancy.

All evictions made by the BMHA from its federally funded low income housing will be in accordance with United States Department of Housing and Urban Development regulations found at 24 CFR 966.50 to 966.59.

Pursuant to 24 CFR 966.51, in the eviction of tenants due to activity that creates or maintains a threat to the health or right to peaceful enjoyment of the premises of other tenants or BMHA employees, the Secretary of U.S. Department of Housing and Urban Development has granted a waiver of the administrative grievance procedure as found in 24 CFR 966.54 to 966.58, based upon the fact that New York State's summary eviction proceedings under Article 7 of the Real Property Actions and Proceedings Law contain the elements of due process as required by 24 CFR 966.53(d).

Otherwise residents are entitled to file a grievance regarding any dispute that the resident has with respect to the BMHA's eviction action or other actions, or the BMHA's failure to act in accordance with the tenant's lease, or in regard to BMHA regulations which adversely affect the individual tenant's rights, duties, welfare, or status.

C. Lifetime Sex Offender Registration

a. In accordance with 24 CFR 5.856, 24 CFR 5.905, 24 CFR 960, and related Rules, a criminal history background check must be performed to determine if an applicant, or any member of the applicant's household, is subject to lifetime registration requirements under any State's sex offender registration program. If screening processes reveal presence on such a list, or if an applicant withholds or falsifies information on the application, the Authority must deny admission or, if admitted, must deny lease renewal.

b. Before admission or renewal is denied, the applicant/resident must be notified of the right to dispute the accuracy and relevance of the check performed, in accordance with Section 5.5 APPEALS OF APPLICATION DENIAL

c. Persons of applicant's household to be screened include all adults and all juvenile members of the household to the extent permitted by the relevant State and local laws.

d. Said screening, in addition to being mandatory at time of application for housing assistance under any Federal housing assistance program, shall also be mandatory at the time of any recertification and/or reexamination. In the case of present Public Housing tenants who have been admitted prior to June 25, 2001, or for tenants being transferred, and who are undergoing recertification or reexamination, should tenant or any member of tenant's household be subject to any lifetime sex offender list, or if information regarding that subject be falsified or withheld, then eviction or termination of the lease shall be pursued immediately under provisions of State or local law. Any tenants receiving public housing assistance under any other Federal public housing assistance program administered by this Authority, shall likewise be denied said assistance or, if receiving same shall be terminated from that program.

10.6 TENANT GRIEVANCE PROCEDURE:

The purpose of the grievance procedure is to provide a forum wherein a bonafide Authority resident may dispute and resolve any action or inaction by the Authority which adversely affects the individual tenant's rights, duties, welfare or Status as a tenant. The goal of the procedure is to mediate and settle differences with tenants as efficiently as possible, while maintaining good tenant-management relations and avoiding unnecessary court actions. The Grievance Procedure shall be initiated by the tenant at his/ her management office and shall be a two-step process consisting of an informal discussion at the development.

Any rent due from the tenant to the Authority pending this grievance procedure where the grievance involves disputed rental amount or other payment due (charges), shall be held by the BMHA in escrow until final disposition of the grievance.

The Grievance Procedure in no way supplants the tenant's rights to seek relief in an appropriate court of law, or the BMHA's obligation to obtain legal possession of the tenant's premises through a judgment from a New York State court of appropriate jurisdiction should the tenant not prevail at a grievance hearing concerning eviction and then fail to vacate the premises voluntarily.

Step 1:

Within ten business days of the Authority's action or failure to act, the tenant or tenant's representative must personally present any grievance or complaint, either orally or in writing, to the rental office for the development where the tenant resides, in order to provide an opportunity for informal discussion and settlement at the development level. In the event the tenant is mobility-impaired, the Manager shall arrange a suitable alternative method of receiving the grievance. If the tenant brings the grievance in writing, the tenant should have two copies so that one can be returned

to the tenant's own records. If the tenant is unable to prepare the grievance in written form, assistance may be obtained from Management or Tenant Relations staff. Duplicate copies of the grievance shall be prepared by Authority staff in writing and read it to the tenant. If the tenant approves what the Manager writes, the tenant shall sign the grievance and keep one copy. Both copies shall be dated.

The grievance should state the grounds upon which the grievance is based, so that management is able to investigate; and must state the solution the tenant is seeking.

The Manager shall attempt to resolve the matter with the tenant at the tenant's initial visit. If, however, a Manager is not available, other parties or information need to be gathered, or some other circumstance requires the manager to reschedule, the informal discussion shall be held within 15 business days of the date of the tenant's original complaint.

A summary of the informal discussion shall be prepared by management staff within ten business days of the discussion, specifying names of participants, date(s) of meeting, the proposed solution or disposition of the complaint, the reasons for the proposed solution/disposition, and the process by which the tenant may obtain a hearing if the tenant is dissatisfied with the result.

This summary shall be sent to the tenant and a copy placed in the tenant's file.

Step 2:

Within 10 business days of receipt of the summary of the informal discussion of Step 1, the tenant shall submit to the project office, a written request for a hearing. The written request must state:

1. the reasons for the grievance; and
2. the action or relief sought.

The grievance shall be presented before a panel of the BMHA Commissioners (Board of Review), including at least one tenant elected commissioner and one commissioner of the grievant's choosing.

The Board of Review will immediately notify the tenant of the date, time, place and procedure of the hearing, which is to be held within ten (10) business days of the selection of the hearing panel.

A hearing will not be scheduled unless the tenant has followed the informal procedure in Step 1, filed a written request for a hearing, and deposited rent in escrow, if necessary, pending the hearing.

The hearing shall be a fair hearing providing basic due process safeguards, including:

1. opportunity to examine and copy (at complainant's expense) all Authority documents, records, and regulations relevant to the grievance. Any documents not made available to the tenant before the hearing may not be relied on by the Authority at the hearing.
2. the right to be represented by counsel or other representatives.
3. the right to a private hearing.
4. the right to present evidence and arguments in support of the complaint and to confront and cross-examine witnesses on whom BMHA has relied.

The panel members must base their decision solely and exclusively on the facts presented at the hearing. If the panel determines that the issue has been suitably decided at Step 1 based on the paperwork, he/she may render a decision without proceeding with the hearing.

The hearing shall be conducted informally, and evidence pertinent to the grievance may be received without regard to admissibility under judicial rules of evidence. The tenant must first show

that their entitlement to the relief sought; thereafter, the BMHA has the burden of justifying the action or failure to act.

The panel shall prepare a written decision, including the reasons on which the decision is based, within 10 days of the hearing. Copies shall be sent to the tenant, tenant's representatives, and to the BMHA Management Department for placement in the tenant's file. A copy with all identifying information deleted shall be available at the Authority for review by prospective grievants or hearing officers.

The decision of the hearing panel shall be binding on the BMHA unless the BMHA Board of Commissioners determines within a reasonable time and promptly notifies the tenant: that the decision is contrary to applicable Federal, State, local law, HUD regulations, or the ACC.

Failure-To-Appear:

Failure of the tenant to appear at the scheduled hearing shall constitute a waiver of the tenant's right to a hearing, unless the hearing panel determines that a five-day postponement is in order for good cause shown.

Transcript:

Either party, the tenant or the Authority, may arrange in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

Accommodation of Persons with Disabilities:

BMHA will make reasonable accommodations for persons with disabilities to participate in the hearing, including sign language, readers and accessible locations or attendants.

10.7 POLICY AGAINST HARASSMENT

In accordance with the Agreement for Voluntary Compliance with Title VI of the Civil Rights Act of 1964 effective between the BMHA and U.S. Department of Housing and Urban Development, it is the BMHA's policy to take strong action, including eviction, against any tenant who verbally or otherwise threatens or abuses another tenant, including such abuse based on racial, ethnic, or national origin differences.

Eviction proceedings shall be instituted when evidence against such a tenant is sufficient to show that the tenant has violated the lease or is undesirable under State and Federal standards for continued occupancy and shall be in compliance with applicable HUD procedures.

In other cases where the Authority receives reports or a staff member witnesses that a tenant verbally or otherwise threatened to abuse another person, including but not limited to another tenant, their visitors or guests, applicants, Authority employees, Family Service or other Community Based Agency representatives, or other persons determined appropriate by the Authority, and the evidence is not sufficient to bring an action of eviction, the Authority shall take the following actions:

1. Immediately notify the tenant(s) in writing of the information received or behavior evidenced relative to their unacceptable conduct.
2. Set a date and time for the tenant(s) to meet with the Housing Manager and other persons which the Housing Manager determines appropriate to discuss the matter.
3. To reach an agreement, if warranted, as to the behavior that is expected from the tenant(s).
4. Initiate a second meeting between the tenant(s) reported or known to have harassed another person(s) and the other person(s) who were reported to have been harassed in an attempt to reconcile the situation.
5. Demand that the tenant(s) involved participate in a Community Dispute Settlement Program or face action for eviction.

6. Initiate actions for eviction if the tenant(s) involved refuse to reconcile the situation and commit that further action which may be forms of harassment may not take place.

Eviction proceedings shall be instituted against such a tenant when evidence is sufficient to show that the tenant has violated lease provisions against harassment or creates or maintains a threat to the health, safety, and peaceful enjoyment of other tenants.

In accordance with the Violence Against Women And Justice Department Reauthorization Act of 2005, Public Law 109-162 (“V.A.W.A”), any criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of tenant’s household or any guest or other person under tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the Tenant or immediate member of Tenant’s family is the victim or threatened victim of that abuse. Tenant shall be notified of the need to file with Landlord a certification form or similar document, and Landlord shall act in accordance with guidelines necessary to protect the victim from further abuse, including terminating the tenancy of any person abusing said victim. The victim's confidentiality shall be protected in any reasonable manner, and Landlord shall discuss with the victims and any law enforcement authority the appropriateness of possible transfer if such is deemed necessary.

10.8 COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT:

Overview:

The Quality Housing and Work Responsibility Act of 1998 established requirements that mandate all non-exempt public housing residents between the ages of 18 and 61 years of age to contribute eight (8) hours of community service each month or participate in a self-sufficiency program for eight (8) hours each month. The work requirement mandate is applicable to residents residing in federal developments only.

Under this provision of law, noncompliance with the community service and self-sufficiency requirement is a violation and grounds for non-renewal of the lease at the end of a 12-month lease term, but not for termination of tenancy during the course of the 12-month lease term.

Exempt Adult Residents:

- . Elderly (62 years and older);
- . Is blind or disabled as defined under the Social Security Act and who certifies that because of this disability she or he is unable to comply with the service provisions;
- . Is a primary caretaker of such disabled individual;
- . Is engaged in work activities (minimum 8 hours per month)
- . Meets requirements for being exempt from having to engage in a work activity under the State program funded under the Social Security Act; or
- . Is a member of a family receiving assistance, benefits or services under a State program funded under the Social Security Act, including a state administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Implementation Schedule:

The BMHA and residents must comply with the community service and self-sufficiency requirements beginning on October 31, 2003 (pursuant to HUD regulations).

Benefits to Residents:

The community service and self-sufficiency requirement can provide another option for residents who are unemployed and not exempt from the service requirement. These individuals can explore and experience work environments and training opportunities that may not have been possible for them without this provision.

Benefits to Buffalo Municipal Housing Authority:

Residents with more experience and exposure to the world of work would ultimately enhance the quality of life for themselves and their families. This could lead to long range benefits to improving the economic and social environment of the public housing community.

Resident Responsibilities

At lease execution or re-examination after the effective date of the adopted policy, all adult members (18 or older) of public housing resident must:

- Provide documentation that they qualify for an exemption, if they claim to be exempt from Community service requirement; and
- Sign an Agreement of Participation that they have received and read the policy and understand that if they are not exempt, failure to comply will result in non-renewal of their lease.
-

Determination of Exempt Residents

The residents that are exempt from the community service and self sufficiency requirement:

- 62 years and older;
- Persons with disabilities
- Caretakers of a person with disability who has certified that based on the disability, he or she can not comply with the requirement;
- Currently working at 30 hours per week;
- Certified as exempt from work activities under a State Program as stated by the Social Security Act or any other welfare program.
-

Self-Sufficiency Programs

Employment Centers/Job Search Computer Literacy
Section 3 Program
Family Self Sufficiency Program
ATTAIN Technology Computer Lab
GED Preparation
Occupational Training Academic Training
Community Agencies (on-site)

Community Service:

Referral to Community Service or Self-Sufficiency Program

- Transmittal Form will be forwarded to Training Provider and an appointment will be scheduled for resident to enroll in program. Transmittal Form will be returned to confirm residents' initial attendance.
- Residents will be given a Time Sheet for instructor to sign that will verify continued participation in program.
-

Monitoring of eight (8) hour per month participation requirement

- Residents will be responsible for having Instructors/Employers sign the Time Sheet on a monthly basis to verify participation and attendance.
- Residents will submit the Time Sheet monthly to the Employment Center.
- The Employment Centers will notify Management Offices (annually in December) of residents that have not completed 8 hours a month of Community Service or Self-Sufficiency and are in non-compliance of the work requirement.

Non-Compliance

Adult residents found to be out of compliance will be notified in writing of the non-compliance by the housing authority. They will be advised that the Buffalo Municipal Housing Authority will not renew their lease unless they provide one of the following:

- A written plan to cure the non-compliance that the housing authority will agree to and the resident will comply with.
- Written documentation that the non-compliant resident no longer resides in the unit.
- Residents will further be advised that serious or repeated failure of a family member to comply with the service requirement provisions is grounds for non-renewal of the lease and termination at the end of the twelve-month lease term.
- Residents may request a grievance hearing on the Buffalo Municipal Housing Authority determination, and they may exercise any available judiciary remedy to seek timely reddened for the housing authority's nonrenewal of the lease of such determination.

NOTE: Residents who reside in State developments and Section 8 residents are not mandated to participate in the Community Service and Self-Sufficiency Requirement.

APPENDIX 1 Pet Policy

BMHA PET RULES AND AGREEMENT

IN ORDER to protect Buffalo Municipal Housing Authority tenants, staff, and property, and to ensure that tenants' pets will not violate the rights of all tenants to clean, quiet and safe surroundings, the Buffalo Municipal Housing Authority requires that all tenants abide by the following per rules:

A. Security Deposit

All tenants residing in our Family Developments are required to pay a security deposit to the BMHA to pay for reasonable expenses directly attributable to the presence of the pet in the development. Seniors and disabled are exempt from paying the deposit.

A \$100.00 per pet security deposit is required; payments may be made in two equal installments.

B. General Rules

1. The Tenant Council of each development shall determine whether tenants of that development will be allowed to have pets, subject to the requirements of 24 CFR 942. Tenant Councils in Federal Developments cannot prohibit pets in elderly family households.
2. In developments where pets are allowed, each tenant household shall be limited to one dog that shall not weigh more than fifty (50) pounds. Housebound domesticated animals defined in the Pet Policy may be allowed with written permission from Management.
3. Only domesticated dogs as outlined in items 1 and 2 above, cats, birds, fish, rabbits, hamsters, and guinea pigs are allowed. Hoofed animals, chickens, roosters, snakes, lizards, alligators, and any other animal described as exotic are not allowed. Any animal deemed to be potentially harmful to the health and safety of others are not allowed. Animals trained for attack or with vicious tendencies including, but not limited to pit bulls, dobermans, rottweilers and wolf-dogs are strictly forbidden.
4. New tenants or current tenants who do not have but wish to acquire a pet, must obtain written approval of the Housing Manager before moving a pet into their apartment. In developments where pets are allowed, these tenants may be given permission to have one dog not to exceed fifty (50) pounds or up to two cats. In addition to a dog or up to two cats, one twenty (20) gallon fish tank and up to four (4) finch size or two (2) cockatiel size birds may be permitted.
5. Pets of current residents may be allowed to remain as long as they are common domesticated animals and are not animals trained for attack or with vicious tendencies as indicated in item 3 above. These pets must be registered with the Housing Manager by a time specified by the Authority. Through attrition, current residents must adhere to the criteria detailed in item 4 above; one dog (except as prohibited in items 1 and 2) whose weight does not exceed fifty (50) pounds or up to two cats, one twenty (20) gallon fish tank and up to four (4) finch size or two (2) cockatiel size birds.
6. Tenants must request approval to keep or acquire new pets on an application form which can be obtained from their Housing Manager. This form must be fully completed before the Housing Authority will approve the request.

7. Pets must be kept in the owner's apartment or, when walked, on a leash at all times; no outdoor cages or doghouses may be constructed. Pets will not be allowed in common areas.
8. All animals waste is to be picked up and disposed of in sealed plastic bags placed in the trash bins and cans. Litter from boxes or cages must be disposed in the same manner as animal waste.
9. Any pet disturbing the peace of neighbors through noise, smell, animal waste, or other nuisance must be removed from the premises. Substantial complaints by neighbors or Housing Authority personnel will result in the owner being required to remove the pet or move themselves.
10. Any insect infestation extermination due to a pet in the pet owner's unit and or other adjacent units will be the financial responsibility of the pet owner and charged to their account.
11. Animal Control Officers may enter a unit to transfer any animal that is left unattended for 24 hours. The Housing Authority accepts no responsibility for pets so removed.
12. Management and tenant agree to utilize the Grievance Procedure described in the Lease Agreement to resolve any dispute between tenant and management regarding a pet, unless the dispute involves a threat to the health, safety, or welfare of the tenants or BMHA staff.

C. HEALTH AND OTHER REQUIREMENTS

At the time of initially completing the pet application form and the annual tenant survey, pet owners will be required to provide:

1. Current license from city or county.
2. Proof of inoculation against rabies.
3. Proof of inoculation against distemper.
4. Proof of inoculation against parvo virus.
5. Proof that the animal has been neutered/spayed.
6. The pet, its living quarters, and owner's unit and surrounding area must be cleaned on a daily basis in a manner to prevent smells and any other unsanitary conditions.
7. The Housing Authority has the right to conduct a pet inspection once every three months and as necessary due to complaints.

D. ADDITIONAL RULES:

1. All tenants who wish to have a pet must fill out a pet application form, an alternate caretaker agreement, and an agreement to abide by BMHA pet rules and to hold the BMHA harmless as set out below, once their pet(s) have been approved.
2. More than two written complaints may result in the removal of the tenant's pet.
3. Pet shall not interfere with the peaceful enjoyment of other residents or neighbors by barking, howling, biting, scratching or other such activities. Any pet that physically hurts another person shall be removed from the tenant's premises or the tenant shall face eviction and grievance procedure shall be waived.

4. Residents shall comply with all municipal, city or county pet codes.
5. BMHA residents are not to feed stray animals or birds or pigeons on BMHA property. Feeding of stray animals will be considered keeping a pet without permission.

E. TENANT AGREEMENT

I have read the above rules regarding the conditions under which I am allowed to keep a pet(s) on BMHA premises. I understand my responsibilities regarding the care of my pet, and I agree to observe all BMHA rules in connection with my pet(s). I understand that I can be evicted if I fail to follow the pet rules.

I further agree to identify, defend, and hold the BMHA harmless from any and all claims, actions, suits, judgements, and demands brought by any party on account of or in connection with my pet. I accept financial responsibility for the entire amount of my damages or injury to persons or property or any insect (fleas or other) infestations which may occur because of my pet.

Date _____ Tenant's Signature _____

Date _____ Tenant's Signature _____

Revised: 9/23/08

BMHA PET APPLICATION FORM

COMPLETE THIS SECTION IF YOU ARE A CURRENT RESIDENT AND HAVE ANY PETS

I have the following pets living in my BMHA apartment:

_____ Dog(s) _____ Cat(s)

_____ Bird(s) _____ Fish Tank(s)

_____ Other – Please specify _____

COMPLETE THIS SECTION IF YOU ARE A CURRENT RESIDENT OR A NEW RESIDENT WHO IS ASKING FOR PERMISSION TO HAVE A PET IN YOUR APARTMENT

I am requesting permission to have the following pet(s) in my BMHA apartment:

_____ One dog (up to fifty pounds in weight), **OR**

_____ One or two cats, **AND**

_____ One twenty (20) gallon fish tank, **AND**

_____ Up to four (4) finch size or two (2) cockatiel size birds.

_____ Other – Please specify _____

I have received a copy of the Authority’s Pet Policy and agree to comply with all the requirements of the Pet Policy, my Dwelling Lease and the Ordinances of the City of Buffalo while I have a pet on the Authority’s property. I certify that the pets I am asking approval to keep in my apartment are the above listed common domesticated animals and that none of these animals are hooped animals or of the type that are deemed potentially harmful to the health and safety of others, or are trained for attack or wish vicious tendencies including, but not limited to, pit bulls, dobermans, rotweilers and wolf dogs. If I have any such animals, I agree to remove them from the Authority’s property immediately and know that I can be evicted if I fail to do so.

NAME _____

ADDRESS _____

SIGNATURE _____

FOR OFFICE USE ONLY:

Permission granted for above listed pet(s) by:

Housing Manager

Date

APPENDIX 2 GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, allowable expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Uniform Physical Conditions Standard inspection criteria.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

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 a family member (including 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. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: 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. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; 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. (24 CFR 5.403(b))

Net Family Assets:

- A. 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 necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 - 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 - 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

APPENDIX 3

Acronyms

ACC	Annual Contributions Contract
ACOP	Admissions and Continued occupancy Policy
BMHA	Buffalo Municipal Housing Authority
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TANF	Temporary Assistance to Needy Families
TTP	Total Tenant Payment

Appendix 4 Income Limits

PMSA: Buffalo-Niagara Falls, NY
FY 2007 MEDIAN FAMILY
INCOME: 59,300

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
30% OF MEDIAN	12450	14250	16000	17800	19200	20650	22050	23500
VERY LOW INCOME	20750	23700	26700	29650	32000	34400	36750	39150
LOW-INCOME	33200	37950	42700	47450	51250	55050	58850	62650

Note: HUD posts new program income limits on an annual basis. The HUD posted limits in effect as of the current date are incorporated by reference as applicable.

Appendix 5 Sample Site Based Offer Letter

BUFFALO MUNICIPAL HOUSING AUTHORITY Occupancy and Marketing Department

245 Elmwood Avenue,
Phone: (716) 855-6774

Buffalo, NY 14222
Fax: (716) 881-2343

Date:

THREE BEDROOM FAMILY

A review of your application shows that you qualify to place your name onto a Three Bedroom Family waitlist at the BMHA Development of your choice.

BMHA Developments that have Three Bedroom Family waitlists are:

Development	Estimated wait as of 2/08
Commodore Perry Homes	3 to 6 months
Commodore Perry Extension	3 to 6 months
Jasper Parrish	12 to 18 months
Shaffer Village	3 to 6 months
Kenfield Homes	6 to 12 months
LaSalle Courts	Over 2 years
Langfield Homes	Over 2 year
Lower West Side Homes- <i>Pay utilities</i>	12 to 18 months
Scattered Sites- <i>Pay utilities</i>	6 to 12 months
Ferry Grider Homes	18 to 24 months
Douglass Towers(515 Clinton) only) only)	Over 2 years

Please return this sheet with your choice marked before:

Your failure to respond by this date will result in the withdrawal of your application.

MAIL OR BRING IN YOUR RESPONSE TO:

**BMHA OCCUPANCY OFFICE
245 ELMWOOD AVENUE
BUFFALO, NY 14222**

If you have any questions, please call 855-6774.

***** Please do not give notice to your present landlord. Entering your name onto a BMHA waitlist is not to be considered the approval of your application. As apartments become available (or are expected to become available) you will be contacted for an interview. This interview will continue the evaluation of your application. Your application may be approved or denied following your interview. *****

Site Selection Agreement

I request the Buffalo Municipal Housing Authority to place my name on the 3-bedroom wait list for _____ development. I understand that the waiting period for placement in the development is estimated to be _____ or longer.

I understand that I may place my name on only one site list. I have been advised that I may change my site selection at any time. I understand that if I change my selection my name will be placed onto my new site list as of the date/time of my new selection, and my name will be removed from the waitlist that I had previously chosen.

Signed: _____ Date: _____

Social Security Number: _____ Telephone # _____

Received by BMHA staff: _____ Date: _____

BMHA FAMILY 3 BEDROOM DEVELOPMENTS



Commodore Perry Homes

Management phone # to view apartment: 852-0258

Located within South Park, Hamburg, Chicago and Perry Streets.

Close to South Park (#16), Abbott (#14) and Jefferson (#18) bus lines.

Utilities included.

Central heating and electric cooking. Laundry facilities nearby.



Commodore Perry Extension (Family)

Management phone # to view apartment: 852-0258

Boardered by South Park, Lousiana and Chicago Streets.

Close to South Park (#16), Abbott (#14) and Jefferson (#18) bus lines.

Utilities included.

Gas heat. Electric cooking. Laundry facilities nearby.



F. Douglass Towers

Management phone # to view apartment: 853-8378

Located on Clinton Street near Jefferson Avenue. Close to Clinton (#2) and Jefferson (#18) bus lines. Most utilities included. Central boiler heat. Gas

cooking. Laundry facilities in building.



Ferry Grider Homes

Management phone # to view apartment: 894-7418
Located on Ferry near Grider. Close to Kensington (#13) and Utica (#12) bus lines. Most utilities included. Stove provided in each apartment. Gas heat and cooking. Laundry hook-ups in basement.



Jasper Parrish

Management phone # to view apartment: 873-6362
Located on Hertel near Military Road.
Close to Grant (#3) and Fillmore-Hertel (#23) bus lines.
Utilities included.
Gas heat and cooking. Laundry hook-ups in basement.



Kenfield Homes

Management phone # to view apartment: 883-3300
Located on Tower Street behind Kensington High School.
Close to Bailey (#19) and Utica (#12) bus lines.
Utilities included.
Central heating and electric cooking. Laundry hook-ups in basement.



Langfield Homes

Management phone # to view apartment: 833-0530
Located along Langfield Drive between Suffolk and Eggert Road.
Close to Bailey (#19) and Utica (#12) bus lines.
Utilities included.
Gas heat and cooking. Laundry hook-ups.



LaSalle Courts

Management phone # to view apartment: 873-1214
Located on Kenmore Avenue between Military and Elmwood Avenue.
Close to Kenmore (#30), Grant (#3) and Elmwood (#20) bus lines.
Utilities included.
Gas heat and cooking. Laundry hook-ups in kitchen.



Scattered Sites – Various Locations

Management phone # to view apartment: 852-0258
Utility allowance provided. Utilities to be in tenant's name. Stove and refrigerator provided.
Space for laundry machines. Located on neighborhood streets with only 2 to 4 units grouped in each location.



Shaffer Village (Family)

Management phone # to view apartment: 873-1214

Located on Isabelle Street near Ontario and Skillen Streets.

Close to the Grant (#3), Niagara (#5) and Kenmore (#30) bus lines.

Utilities included, heat regulated by tenant. Stove provided.



Lower West Side Homes

Management phone # to view apartment: 853-8378

Apartments are scattered throughout the lower west side. Close to the Niagara (#5) and the Grant (#3) bus lines. All units have their own entrances, off street parking, basements, laundry rooms, dining rooms, carpeting, and refrigerators and stoves. Tenants must have utilities in their names, a utility allowance is part of the rent. Security deposits are required

Appendix 6 Developments under Management

Note: This Chart lists the BMHA developments that are covered by this Admissions and Continued Occupancy Plan. BMHA also operated other developments that are governed by their own operating agreements. Included in this category are:

- Marine Drive Apartments
- Lakeview Family Homes
- Lakeview on the Park
- Frederick Douglass Associates

**BUFFALO MUNICIPAL HOUSING AUTHORITY
DISTRIBUTION OF UNITS - BY BEDROOM SIZE**

FEDERALLY-AIDED DEVELOPMENTS	TOTAL UNITS	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
A.D Price Courts **	170	-	107	63	-	-	-	-
Commodore Perry Homes **	330	-	81	186	45	11	7	-
A.D. Price Extension	198	-	24	126	45	3	-	-
# Commodore Perry Extension **	413	-	322	7	74	10	-	-
Jasper Parrish	193	-	6	53	98	24	12	-
Shaffer Village	233	-	17	112	70	22	12	-
Kenfield	656	-	120	295	241	-	-	-
LaSalle Courts	206	-	36	125	45	-	-	-
Langfield	310	-	-	176	112	22	-	-
Ferry Grider	210	-	14	150	32	14	-	-
* Kelly Gardens	30	-	26	4	-	-	-	-
* Schwab Terrace	34	-	32	2	-	-	-	-
* F.A. Sedita Apartments	101	9	83	9	-	-	-	-
* Holling Homes	132	-	132	-	-	-	-	-
Kowal Apartments	24	-	24	-	-	-	-	-
* Elmhurst Apartments	24	-	24	-	-	-	-	-
* Slater Courts	24	-	24	-	-	-	-	-
* L.B. Johnson Apartments	206	-	205	1	-	-	-	-
* Camden Apartments	12	-	-	12	-	-	-	-
* Stuyvesant Apartments	148	60	88	-	-	-	-	-
* Msgr . Geary	100	-	84	16	-	-	-	-
Douglass Towers-515 Clinton	59	-	28	15	14	1	1	
(Scattered Sites)								
Site A (Redwood Village)	30	-	-	5	10	8	5	2
Site B (Woodson Gardens)	30	-	-	5	10	8	5	2
Site C	19	-	-	6	7	5	1	-
Lower West Side Homes	61				34	23	4	
* Mullen Manor	40	-	35	5	-	-	-	-
TOTAL FEDERAL	3,993	69	1,512	1,373	837	151	47	4

* Housing for the Elderly

General occupancy developments containing buildings designated for elderly.

Rev. 3/ 08

Appendix 7 BMHA Allocation Plan Chart

DEVELOPMENT DESIGNATIONS.

The following is a breakdown of the unit distribution by development of the Allocation Plan:

DEVELOPMENT	ELDERLY	NON-ELDERLY		MIXED	FAMILY	TOTAL
		DISABLED				
LAKEVIEW HOMES	0	0		108	92	200
A.D.PRICE COURTS	0	0		148	22	170
C.PERRY HOMES	0	0		0	330	330
A.D.PRICE EXT.	0	0		0	198	198
C.PERRY EXT.	112	56		112	140	420
SHAFFER VILLAGE	35	18		54	126	233
KENFIELD HOMES	0	24		98	536	658
KELLY GARDENS	28	2		0	0	30
SCHWAB TERRACE	32	2		0	0	34
F.A. SEDITA APTS.	101	0		0	0	101
HOLLING HOMES	125	7		0	0	132
KOWAL APTS.	0	24		0	0	24
ELMHURST APTS.	23	1		0	0	24
SLATER COURTS	23	1		0	0	24
L.B. JOHNSON APTS.	206	0		0	0	206
CAMDEN APTS.	11	1		0	0	12
STUYVESANT APTS.	148	0		0	0	148
MSGR. GEARY APTS.	100	0		0	0	100
MULLEN MANOR	38	2		0	0	40
JASPER PARRISH	0	0		0	193	193
LANGFIELD HOMES	0	0		0	310	310
LASALLE CTS.	0	18		0	188	206
REDWOOD VILLAGE	0	0		0	30	30
WOODSON GARDENS	0	0		0	30	30
SCATTERED SITE C	0	0		0	19	19
						0
TOTALS	982	156		520	2214	3872

As wheelchair access units are needed - they may be offered to any person in need of a wheelchair access unit upon refusal of the designated group.

- **Record of change in total number of units:**
 - 466 Units demolished at Lakeview Homes**
 - 293 Units demolished at Commodore Perry Homes**
 - 7 Units combined at Stuyvesant Apartments (accessible)**
 - 24 Units demolished at Langfield Homes**

 - 790 Unit reduction**
 - (4662 units included in original designated plan**
 - 3872 units included in proposed designated plan)**
- **Record of formerly designated units redesignated to family units due to waiting list demand (BMHA Board approved 2/6/03)**
 - 56 Units at Commodore Perry Extension**
 - 18 Units at Shaffer Village**
 - 22 Units at A.D. Price Courts**
- 96 Units re-designated to family units**

As wheelchair access units are needed - they may be offered to any person in need of a wheelchair access unit upon refusal of the designated group.

BUFFALO MUNICIPAL HOUSING AUTHORITY DWELLING LEASE

The Buffalo Municipal Housing Authority ("BMHA" or "the Management"), in exchange for rent and for information attested to in this lease, the Tenant's application, and any recertifications, agrees to lease to the Tenant and the Tenant hereby leases from the Management the premises hereinabove described.

This lease is for a definite term beginning on the date above noted, and ending on the date above noted, for the rental amount specified on the cover page of this document.

This lease shall be renewed automatically for definite terms of one month at a time. The monthly rental is **PAYABLE BY CHECK OR MONEY ORDER ON OR BEFORE THE FIRST DAY OF THE MONTH. ANY RENTAL PAYMENT NOT RECEIVED BY THE SEVENTH DAY OF THE MONTH SHALL INCUR A LATE FEE.** All legal fees, service fees, warrant fees, or late fees shall be payable by the Tenant as rent according to the schedule of charges posted in the Management office and incorporated herein by reference.

I. HOUSEHOLD COMPOSITION AND INCOME

THE TENANT IS REQUIRED BY FEDERAL AND STATE LAW TO ACCURATELY REPORT ALL HOUSEHOLD MEMBERS AND FAMILY INCOME TO THE MANAGEMENT. The leased premises are supported by Federal and State tax dollars, allocated by New York State or US Congress through the US Department of Housing and Urban Development and New York State Division of Housing and Community Renewal, to provide low-income rental housing. Rent is adjusted to each Tenant's total family income, as required by Federal and State regulations. If the information that the tenant furnishes on his/her application or to Management is false, misrepresented, or incomplete, the Tenant's lease is void and tenant subject to eviction and prosecution for both retroactive rent and fraud under State and Federal civil and criminal law.

FEDERAL PROGRAM ONLY: The Tenant must report all changes in income to the Management office at the time of the income change. The failure of the Tenant to report all income changes is grounds for immediate eviction.

STATE PROGRAM ONLY: The Tenant must report all changes in income to the Management office at the time of the Annual Survey, EXCEPT the Tenant is required to report all changes in public assistance immediately. If the Tenant receives income other than public assistance, s/he may document income decreases at the time that such changes occur; however, s/he is required to document income increases at the time of the annual survey. NOTE: Income increases that occur after the tenant receives his or her annual survey, but prior to his or her receipt of a rent change notice, **MUST** be reported to Management. The failure of the Tenant to report changes with respect to public assistance income immediately or all other income changes at the time of the annual survey is grounds for immediate eviction.

The Tenant can be evicted for failing to immediately report and provide documentation as to all persons living in or moving out of the household. Tenant agrees that additional persons moving into the household must be screened and approved by the BMHA before they move in. Tenant's failure to comply with this provision is a material breach of the lease. The Tenant verifies that the list of everyone who will live in the premises supplied on the cover page of this lease is true and accurate.

II. THE TENANT AGREES:

1. At the request of Management, upon annual recertification, at the time of any income change between annual surveys or of any changes in public assistance income, to verify by signature and by furnishing certification of facts regarding family composition and income and all other assets (including but not limited to

providing a certified copy of the Tenant's most recent Federal income tax statement, ECDSS budget statements, student income, letters of grants from SS, SSI, and VA, pensions, bank checking and saving accounts, CD's, stocks and bonds, etc.), and to provide a signed release from all household members 18 years of age and over authorizing Management's access to and investigation of all facts material to Tenant's and household members' eligibility for public housing.

2. To follow all rules and regulations prescribed by and/or amended by the Management and listed in the conditions of occupancy set forth below.

3. To make all rent payments by check or by money order at the site designated by the Management, on or before the first day of each month without being billed. Returned personal checks shall not be accepted for six months following the check's return; a second returned check shall result in Tenant's loss of right to pay by check. All tenants receiving ECDSS rental assistance shall use the ECDSS two party check system for payment of their rent. Money paid by tenant to BMHA shall be applied first to due and collectible utility and repair bills, late charges, and/or court/legal fees (these charges become due and collectible two weeks after the BMHA gives the tenant written notice of them) and then to rent.

4. To pay by check or by money order any utilities consumed in excess of the "utility allowance" supplied by Management, at the rates posted in the Management office. Failure to pay utilities to utility companies or to BMHA will result in eviction.

5. To keep the premises in a clean, safe, and sanitary condition, and to pay by check or money order, the cost of any service charges or any damage beyond ordinary wear and tear, according to the housekeeping standards and the scheduled rates provided to the Tenant by the Management as posted in each office and incorporated herein by reference. Failure to do so will result in mandatory attendance at Housekeeping Classes.

6. Not to assign this lease; nor to sublet or transfer possession of the premises or any part of the premises nor to give accommodations to boarders, lodgers, or roomers; not to use or permit the use of the premises for any other purpose than a private dwelling solely for the tenant and her/his family, unless a waiver of this section has been granted, in writing, by Management. In the event that such a waiver is granted, it is revocable at any time at the sole discretion of the Management.

7. To assist Management in the maintenance and upkeep of the development, including allowing Management access to the apartment for maintenance and other work; preparing the apartment for the work by removing items from cabinets, cleaning common areas including, but not limited to, hallways and stairways in a manner prescribed by Management unless specifically exempt by Federal or State regulations, etc., when requested by Management.

8. Not to use the premises for any illegal or immoral purposes.

9. Not to display any signs outside of Tenant's apartment, or conduct any business whatsoever from the premises, except where the Tenant has received written permission from Management to engage in business that is incidental to the primary use of the premises.

10. To give minimum of one months Notice to Vacate on a form provided by the BMHA; unless evoking the ONE Strike Mandate in which case a 15 [fifteen] Day Notice shall be issued, to quit and surrender the premises in good order and repair, reasonable wear and tear excepted; to pay all unpaid obligations owing the management; and to return the keys to the leased apartment, upon termination of tenancy. The Tenant further agrees to remove all personal belongings at the time tenant vacates, whether voluntarily or by order or warrant; any belongings not so removed shall be considered abandoned and shall be disposed of at the BMHA's discretion after a reasonable period of time (usually 2 weeks, but no longer than 30 days). Tenant shall be

assessed charges for failure to return keys, remove trash, dispose of belongings, and/or clean the apartment, at the rates posted in the Management offices.

11. **TRANSFERS.** To transfer to an appropriate unit upon appropriate notice by the Management that such a dwelling unit is available, in accordance with the transfer policy approved by HUD in effect at the time and posted in the Management offices, including transfer policies in compliance with Section 504 handicapped accessibility and Title VI requirements. Failure to abide by Management's transfer requirements may result in eviction.

12. **A: SECURITY DEPOSITS FOR ALL DEVELOPMENTS:** To pay a _____ security deposit in advance as a condition of occupancy-to insure faithful compliance with the terms of the lease and the rules and regulations.

B: SECURITY AGREEMENTS FOR ALL DEVELOPMENTS: Recipients of public assistance, SSI or additional state payments as defined in Social Service Law §300 shall secure the Authority against non-payment of rent or damages by any appropriate agreement executed by a local social services official.

13. **REFERRALS:** To accept referrals for counseling, training or education when deemed appropriate by Buffalo Municipal Housing Authority staff.

14. **COMMUNITY SERVICES FOR FEDERAL DEVELOPMENTS:** Every adult resident between the ages of 18 and 61 years of age will be required to perform 8 hours of Community Service each month or participate in a Self-Sufficiency program for 8 hours per month, unless exempt by law/regulation.

III. THE MANAGEMENT AGREES:

1. To comply with requirements of applicable building codes, housing codes, and regulations materially affecting health and safety; to make necessary repairs to the premises; to keep buildings, facilities and common areas not assigned to the Tenant in a decent, safe and sanitary condition; and to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied by the Authority.

2. To provide and maintain appropriate waste removal facilities (individual tenant containers are to be provided by the tenant) for ashes, garbage, rubbish and other waste removed from the premises by the tenant.

3. To supply running water and reasonable amounts of hot water and heat as required by State and/or Federal law at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.

4. To allow the Tenant exclusive use and occupancy of the leased premises, including reasonable accommodation of the Tenant's guest or visitors not to exceed two (2) weeks unless consent of the Management is obtained; and with the consent of the Management may include foster children and/or live-in aide care of a member of the Tenant's family.

5. To furnish without additional charge, all utilities not metered by unit or in excess of the "utility allowance" amounts contained in schedules posted in the Management Offices.

6. To offer a transfer, if available, where necessary repairs to tenant's premises cannot be made within a reasonable time and render premises unusable. In the event that a transfer is not available, the Management agrees to make provisions for the tenant to stay with family or in a hotel, at the Management's expense, and to pay incidental expenses, EXCEPT THAT while the tenant is staying with family or in a hotel, his or her regular rent will continue to be due and payable in the same manner as if s/he were in his or her apartment. The

Management shall have no obligation to make arrangements at the Management's expense if the Tenant rejects an offer of transfer or if the damage was caused by the Tenant, Tenant's household, guests or acquaintances.

7. **TERMINATION:** Not to terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the lease such as failure to make payment in a timely manner or to fulfill tenant obligations as set forth in the lease or other good cause. The notice of termination to the tenant shall state the specific grounds for the termination, and shall inform the tenant of his/her rights to initiate a grievance. Management shall give:

(a) Fourteen (14) days written notice to pay or to vacate in the case of failure to pay rent in Federal developments; 3 days notice in State developments.

(b) Reasonable written notice, of less than one month, depending on the exigencies of the situation, where the Tenant has engaged in criminal or drug related activity, or created or maintained a threat to the health or safety of other tenants or Authority employees; and

(c) One month's written notice in all other cases.

It shall be a material violation of this lease if eviction petitions are required more than four times in a twelve-month period.

The Tenant agrees that Management's acceptance of any vouchers or other rent payments for the time period following a lease violation or the Notice termination date, shall not constitute a reinstatement of the tenancy nor waive or prejudice BMHA's rights in a summary proceeding.

IV. GENERAL AGREEMENTS

1. **MOVE-IN/MOVE-OUT INSPECTIONS:** The Tenant and Management shall be obligated to inspect the premises prior to occupancy by the Tenant. The Management will furnish the Tenant with a written statement signed by the manager and Tenant of the condition of the premises and the equipment provided with the unit. Management shall further inspect the unit at the time the Tenant vacates and furnish a statement of any charges for extraordinary maintenance and repair beyond normal wear and tear, for trash removal, if necessary, and for excess utilities.

2. **ANNUAL INSPECTION:** The Tenant is obligated to allow Management entry to conduct an annual inspection of the dwelling unit, upon reasonable notice as detailed in paragraph IV. 3.-of this lease. If, after three (3) return visits by Management within three (3) months, the Tenant's apartment fails to pass the annual inspection, based on the housekeeping standards provided to the Tenant and available to the tenant at the Management office, Tenant shall be required to attend a housekeeping course, if available, or face eviction.

3. **ENTRY BY MANAGEMENT:** Management, upon reasonable-notification to the tenant, shall be permitted to enter the unit during reasonable hours to perform routine and/or annual inspections, meter reading, maintenance, improvements or repairs, or for removing fixtures, alterations, or additions in the premises which are in violation of the Tenant's lease. A written statement specifying the purpose of Management's entry delivered to the premises at least forty-eight (48) hours prior to entry shall be considered reasonable notification.

Management may enter the premises at any time without notification when there is a reasonable cause to believe that an emergency exists or that the apartment has been vacated. However, if the Tenant and all adult members of his/her household are absent from the premises at the time of entry, Management must leave on the premises a written statement specifying the date, time and purpose of entry.

4. **PETS:** All Tenants are subject to their Tenant Council's rules regarding pets and to BMHA pet policy, which is incorporated herein by reference and available at the Management office. Under no circumstances may a Tenant keep a pet that is vicious, dangerous, or prone to attack. Nondomesticated pets such as snakes, alligators, monkeys, chicken, goats, etc., are strictly forbidden. Failure to abide by BMHA pet policy will result in eviction.

5. **GRIEVANCE PROCEDURE:** All grievances shall be resolved pursuant to the grievance procedure prescribed by Federal Regulations and posted in the Management Office. However, any eviction based on criminal or drug-related activity is not subject to the grievance procedure but will be sent to Buffalo City Court for summary proceedings.

6. **NON-WAIVER: VALIDITY:** The failure or omission of the Management to terminate this lease for any cause shall not destroy or waive the right of the Management to do so later for same or other reasons. The invalidity of any part of this lease shall not affect the validity of the remainder of the lease.

7. **LEASE MODIFICATIONS:** Any changes to this lease must be accomplished by a written rider executed by both the Tenant and the Management except for rent redeterminations as described on page 1 of this lease and changes to posted schedules of special charges for services, repairs, and utilities, and other rules and regulations incorporated into this lease by reference, so long as said changes are posted in Federally funded developments, according to the requirements of the Federal Regulations found in 24 CFR 966.5.

V. CONDITIONS OF OCCUPANCY

1. The Tenant and members of his/her household, guests, visitors and employees shall comply with all laws and City ordinances affecting the use or occupation of the premises and with all reasonable rules or regulations now or hereafter adopted by the Management for the safety, comfort and welfare of the occupants of the project and BMHA staff.

2. Tenants shall respect the rights and privileges of other tenants and are subject to action by Management upon written complaints and petitions from two or more Tenants.

3. Tenants shall put out garbage and trash on days and times at places designated by the Management. All garbage must be properly contained--no loose garbage or paper bags allowed. Tenant shall be charged as additional rent according to the schedule posted in the Management office for any trash removal or cleanup done by Management due to Tenant's failure to comply. Tenant shall comply with all recycling requirements imposed by local and state ordinances. The tenant is responsible for the prevention of the accumulation of oil and/or grease on parking areas, and must refrain from the storage or accumulation of unsightly items including inoperable automobiles, other vehicles and machinery or appliances on the premises.

4. The Tenant will be held strictly responsible for any loss or damage to BMHA property resulting from overflow from toilets, sinks, washers, bathtubs, or basins due to the Tenant's negligence. Tenant shall also be responsible for loss or damage to other tenants' property, due to negligent acts or omissions of tenant, tenant's household members, guests, visitors, etc. All damage, accidents, or necessary repairs to BMHA property must be reported **AT ONCE** by the Tenant to the work order repair number at management office.

5. The Tenant shall not make any additions, alterations or repairs, including but not limited to, fans, fences, sheds, exterior shades, awnings, CB, TV, or other wires or articles of any kind, without written consent of the Management. Any repairs made with Management's consent must conform to all building codes. Management, by giving consent, assumes no responsibility or liability for such additions, alterations and/or repairs. No part of the rent shall be payable in repairs or alterations of any description. All repairs and alterations shall become the property of the Management at the termination of the leasehold.

6. The Tenant shall not use or keep flammable materials in the dwelling unit, nor use any method of heating or cooking other than that supplied by the Management. **USE OF STOVES FOR HEATING IS A FIRE AND HEALTH HAZARD AND IS STRICTLY FORBIDDEN.**

7. Tenants, household members or guests shall not throw anything from the windows or the doors of the dwelling.

8. **BALCONIES:** In those units that have balconies, the Tenant is advised of the following rules for their own safety, and that of their neighbors:

- a. There shall be no cooking of any kind on the balconies;
- b. The Balconies are not play areas for children, and may not be used as such;
- c. The balconies are not storage areas for household items, trash, garbage or debris, and may not be used as such; and
- d. Tenants, their families and guests must refrain from throwing anything off of the balconies.

9. The Tenant shall not permit his/her children to play in neighbors' yards or in public areas (hallways, elevators, streets, parking areas, etc., except those designated for this purpose), nor shall tenants or their household guests obstruct sidewalks, passages, public halls, stairways, fire escapes, or vestibules or use them for any purpose other than to exit or enter dwellings.

10. The maintenance of lawns and snow removal in front and rear of houses shall be the responsibility of the Tenants residing in houses where walkways, stairs, lawns, and parking areas are used only by one or two households. Tenants who fail to maintain lawns and snow removal shall be subject to maintenance charges. The maintenance of lawns and snow removal in common areas used by more than two households will be the responsibility of the Management. The Tenant is required to clean and maintain the public halls and stairways adjacent to his dwelling in accordance with the BMHA rules, posted or distributed to the Tenant and incorporated herein by reference.

11. Tacks, nails, bolts, screws, or other wall fasteners, or cement used to lay carpets, rugs, or floor coverings, are strictly prohibited. Costs of damages and shall be charged to the Tenant.

12. The Tenant shall use only in a reasonable manner and for the use they were intended all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other equipment and facilities including elevators.

13. The Tenant, his/her household visitors, and guests, shall not destroy, deface, damage or remove any part of the premises or development.

14. The Tenants and their visitors in the development shall conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their premises and will be conducive to maintaining the development in a decent, safe and sanitary condition.

15. The Tenant and others on Tenant's premises or visiting tenant in the development shall refrain from any activity, illegal or otherwise, which disturbs the physical or social environment of the development; verbally abusing, threatening, or menacing Management staff or other tenants and/or their guests will subject Tenant to eviction.

16. Absent negligence on the part of the Buffalo Municipal Housing Authority or one of its agents, The Management shall have no liability for any personal property of the tenant.

17a. **EVICTION DUE TO CRIMINAL ACTIVITY IN FEDERAL DEVELOPMENTS:** A PUBLIC HOUSING TENANT, ANY MEMBER OF THE TENANT'S HOUSEHOLD, OR A GUEST OR OTHER PERSON UNDER THE TENANT'S CONTROL SHALL NOT ENGAGE IN CRIMINAL ACTIVITY THAT THREATENS THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES, OR ANY DRUG-RELATED ACTIVITY ON OR NEAR PUBLIC HOUSING PREMISES, WHILE THE TENANT IS A TENANT IN PUBLIC HOUSING; "DRUG-RELATED CRIMINAL ACTIVITY, FOR

PURPOSES OF THIS DWELLING LEASE, MEANS THE ILLEGAL MANUFACTURE, SALE, DISTRIBUTION, USE, OR POSSESSION WITH INTENT TO MANUFACTURE, SELL, DISTRIBUTE, OR USE, OF A CONTROLLED SUBSTANCE (AS DEFINED IN SECTION 102 OF THE CONTROLLED SUBSTANCE ACT (21 U.S.C 802).

17b. EVICTION DUE TO CRIMINAL ACTIVITY IN STATE DEVELOPMENTS: THE FOLLOWING CONDUCT SHALL BE GROUNDS FOR EVICTION: THE UNLAWFUL TRADE, MANUFACTURE, DISTRIBUTION, STORAGE AND/OR SALE OF MARIJUANA OR ANY CONTROLLED SUBSTANCE AS MORE SPECIFICALLY DEFINED AND SET FORTH IN §3306 OF THE PUBLIC HEALTH LAW, AND §220.00 OF THE PENAL LAW OF THE STATE OF NEW YORK, OR THE POSSESSION OF A CONTROLLED SUBSTANCE SUCH AS WOULD CONSTITUTE A VIOLATION OF §§ 220.16, 220.18 OR 220.21 OF THE PENAL LAW OF THE STATE OF NEW YORK, OR THE UNLAWFUL POSSESSION, USE OR DISPLAY OF A WEAPON AS DEFINED IN §265.00 OF THE PENAL LAW OF THE STATE OF NEW YORK, IN THE APARTMENT OR IN THE COMMON AREAS OF THE BUILDING OR ANYWHERE ON THE GROUNDS OF THE DEVELOPMENT BY A TENANT OR A MEMBER OF A TENANT'S FAMILY OR BY ANY GUEST OR OTHER PERSON INVITED OR PERMITTED INTO THE APARTMENT OR COMMON AREAS OF THE BUILDING OR ONTO THE GROUNDS BY A TENANT OR BY A MEMBER OF A TENANT'S FAMILY IN OCCUPANCY WITH THE TENANT, PROVIDED THAT THE TENANT OR SUCH FAMILY MEMBER OR GUEST SHALL HAVE ACTUAL OR IMPLIED KNOWLEDGE OF, OR SHALL HAVE PERMITTED SUCH GUEST OR OTHER PERSON TO ENGAGE IN SUCH UNLAWFUL CONDUCT.

18. **CONDITIONAL LIMITATION:** In any lease violations involving fraud, criminal, or drug related activity, or creating a threat to the health or safety of other tenants or BMHA Staff, if a written Notice detailing Lease Violations is served on Tenant notifying Tenant of the basis of the lease violations and a lease termination date, this Lease and lease terms shall expire and come to an end fully and completely on the termination date fixed in the Notice of Lease Violation as if that were the date originally fixed in the Lease for its expiration; the Tenant shall become a holdover Tenant after the Notice date and shall quit and surrender the premises to the Management.
19. **Lifetime Sex Offender Registration:**
- a. In accordance with 24 CFR 5.856, 24 CFR 5.905, 24 CFR 960, and related Rules, a criminal history background check must be performed to determine if an applicant, or any member of the applicant's household, is subject to lifetime registration requirements under any State's sex offender registration program. If screening processes reveal presence on such a list, or if an applicant withholds or falsifies information on the application, the Authority must deny admission or, if admitted, must deny lease renewal.
 - b. Before admission or renewal is denied, the applicant/resident must be notified of the right to dispute the accuracy and relevance of the check performed, in accordance with Section 5.5 APPEALS OF APPLICATION DENIAL.
 - c. Persons of applicant's household to be screened include all adults and all juvenile members of the household to the extent permitted by the relevant State and local laws.
 - d. Said screening, in addition to being mandatory at time of application for housing assistance under any Federal housing assistance program, shall also be mandatory at the time of any recertification and/or reexamination. In the case of present Public Housing tenants who have been admitted prior to June 25, 2001, or for tenants being transferred, and who are undergoing recertification or reexamination, should tenant or any member of tenant's household be subject to any lifetime sex offender list, or if information regarding that subject be falsified or withheld, then eviction or termination of the lease shall be pursued immediately under provisions of State or local law. Any tenants receiving public housing assistance under any other Federal public housing assistance program administered by this Authority, shall likewise be denied said assistance or, if receiving same shall be terminated from that program.

____See LEASE RIDER, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

BMHA does business in accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 and does not discriminate on the basis of race, color, creed, sex, age, national origin, disability or handicap.

Appendix 9 Welfare Rent Schedule

WELFARE RENTS

<u>BEDROOM SIZE</u>	<u># OF PERSONS</u>	<u>WELFARE RENT</u>
0	1	\$ 169.00
1	1	\$ 169.00
	2	201.00
2	1	\$ 169.00
	2	201.00
	3	215.00
	4	234.00
3	1	\$ 169.00
	2	201.00
	3	215.00
	4	234.00
	5	254.00
	6	262.00
4	4	\$ 234.00
	5	254.00
	6	262.00
	7	273.00
5	5	\$ 254.00
	6	262.00
	7	273.00
	8+	299.00
6	6	\$ 262.00
	7	273.00
	8+	299.00

This schedule is subject to change and may be updated at any time.

APPENDIX 10 SCHEDULE OF OTHER CHARGES TO TENANTS

Tenants are not charged for services or materials used in the repair of the dwelling units in which they reside unless the work to be done is determined by Management to be beyond the scope of normal use and wear and tear. Charges under the schedule listed shall apply equally to all tenants living in housing operated by the Authority. Unanticipated, miscellaneous and non-recurring services and materials chargeable to the tenant shall be at a cost necessary to reimburse project expense.

The amount listed herein for charges based on costs are those which are current or anticipated as of January 2006. The actual dollar amounts provided in this schedule are the estimated costs that a tenant may be charged for these items. These charges are subject to change based on costs for material, labor or court charge changes.

Late Payment Notice	\$25.00
Petition (Legal Notice for Eviction Establishing Court Date)	
One adult leaseholder	\$50.00
Warrant For Eviction	Cost
Actual costs subject to change based on	
Amounts by City Court. Current costs are:	
Warrant:	
One adult leaseholder (updated 1/08)	\$105.00
Each additional adult leaseholder	\$10.00
Returned Checks	\$10.00
Apartment door, mail or breaker box key replacement	\$ 8.00 each
Lock Changes:	
One door	\$ 25.00
Two doors	\$ 50.00
Walk Up or High Rise Buildings:	
Entrance door key	\$ 8.00
Lock change for entrance door and apartments	
within the building	Material plus Labor
Key Fob	\$15.00
Lockout	\$20.00
Eliminated-No Lockout Service	

NOTE: Residents were notified of a March 1, 2005 effective date for the key and lock related charges.

Garbage pick up (at times and dates not designated for collection)	
One to Three Occasions	\$10.00 per bag
Four or More Occasions	\$25.00 per bag

Remove Tote To/From Curb and Return Back

To Apartment Or Place At Curb \$10.00

Refusals or Failure to Completely Prepare for Extermination:

First Occasion	\$50.00
Second Occasion	\$75.00
Third Occasion	\$100.00

Air Conditioners For Developments

Not On Check Meters \$4.00 per month on annual basis

The repair or replacement of items not specifically listed or which are characteristic to a particular development or anything damaged by abuse or neglect, shall be charged at the actual cost of materials plus labor.

Rev. March 2006

Appendix 12 Fair Market Rents

FAIR MARKET RENTS for 2008

Bedroom Size	Amount
0	\$ 585
1	\$ 586
2	\$ 704
3	\$ 871
4	\$ 962
5	\$1106
6	\$1250

These rents do not apply to public housing. These figures are used as a basis for computation of Flat Rent as determined in Section 9 – 1 – b-1.