

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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**STATEMENT OF ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY FOR PUBLIC HOUSING FAMILY DEVELOPMENTS,  
SCATTERED SITES AND SENIOR PROPERTIES**

The following policy shall be known as Admission and Continued Occupancy Policy for Public Housing and shall apply to all HACLA owned and operated public housing properties covered by The United States Housing Act of 1937 (42 USC 1437).

**I. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS**

**A. Nondiscrimination**

1. It is the policy of the Housing Authority of the City of Los Angeles, hereinafter referred to as HACLA or the Authority, to comply fully with the following:

- Title VI of the Civil Rights Act of 1964;
- The Fair Housing Act;
- Executive Order 11063 on Equal Opportunity in Housing;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act of 1975;
- The Americans with Disabilities Act;
- The Violence Against Women Act (VAWA)
- California's Unruh Act; and
- California's Fair Employment and Housing Act

2. The Authority will comply with any legislation protecting the individual rights of applicants or staff, which may subsequently be enacted.

The Authority shall not discriminate because of race, color, sex, age, religion, national origin, ancestry, disability, handicap, sexual orientation, marital status, source of income, familial status, genetic information, gender, gender expression, or gender identity in the leasing, rental or other disposition of housing or related facilities (including land) included in any

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development or developments under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

3. The Authority shall not on account of race, color, sex, age, religion, national origin, ancestry, disability, sexual orientation, marital status, source of income, familial status, genetic information, gender, gender expression, or gender identity:
  - 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;
  - Provide housing which is different than that provided others;
  - Subject a person to segregation or disparate treatment;
  - Restrict a person's access to any benefit enjoyed by others in connection with the public housing program;
  - Treat a person differently in determining eligibility or other requirements for admission;
  - Deny a person access to the same level of services; or
  - Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.
4. The Authority shall not automatically deny admission to a particular group or category of otherwise eligible and qualified applicants (e.g., families with children born to unmarried parents, or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.
5. The 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, the Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.
6. The Authority records with respect to applications for

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admissions to any low-income housing assisted under the United States Housing of 1937, as amended, shall indicate for each application the date and time of receipt; the determination of the Authority as to eligibility or non-eligibility of the applicant; where eligible the unit size required; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

7. The Authority shall not discriminate against an applicant or public housing resident on the basis of the rights or protections provided under VAWA (Violence Against Women Reauthorization Act of 2013).

Additionally, an applicant for assistance or resident assisted under public housing may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or resident is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or resident otherwise qualifies for admission, assistance, participation, or occupancy.

**B. Marketing**

1. It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area.
2. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover, and waiting list characteristics.
3. The Authority will periodically assess these factors in order to determine the needs and scopes of the marketing effort.
4. In the event that additional applications are required to attain any of the objectives and preferences established in this statement, Authority will engage in an outreach effort directed towards those potential applicants who might fulfill that need. However, HACLA will avoid any outreach methods which are likely to result in the receipt of applications from large numbers of applicants whom it will be unable to serve within a reasonable period of time.

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**C. Eligibility for Admission**

The Authority will consider for admission to its developments all applicants who, at the time of eligibility determination meet and continue to meet until admission all of the following requirements and conditions:

1. The applicant's family income (as defined in Exhibit 201:1A) must not exceed the Income Limits for Occupancy (as stated in Exhibit 201:1B) approved by the U.S. Department of Housing and Urban Development (HUD). These income limits will be adjusted periodically. A copy of the current income limits is included in this statement as Exhibit 201:1B.
2. The applicant, or at least one member of the applicant's family, must be a citizen, or have eligible immigration status. Where some family members are not citizens, nationals or do not have eligible immigration status, assistance shall be subject to proration.
3. The applicant must satisfy in full any overdue accounts or indebtedness owned HACLA resulting from previous tenancies in any housing development or housing program administered or managed by the HACLA. There must be documentation in the tenant file and computer records supporting the amount and origin of the debt.
4. The applicant must satisfy any outstanding debt owed to any other public housing authority as reported to HACLA via HUD's Enterprise Income Verification (EIV) system or other database.
5. The applicant's previous lease with HACLA (if any) must not have been terminated for cause within the previous 120 months for a termination due to drug related criminal activity or criminal activity including crimes of physical violence to persons or property, crimes that adversely affected the health, safety or welfare of other tenants, or termination for failing to report family income or composition.
6. In accordance with HUD guidelines and California Penal Code 11105.03, in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, the HACLA will obtain criminal summary history information from State and/or Local law enforcement agencies, and the FBI on all prospective adult residents of

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public housing owned or operated by the HACLA for the purpose of determining resident eligibility. The HACLA will test all applicants against the following additional criteria:

- a. Is there a history of criminal activity involving crimes of physical violence to persons or property or other criminal acts which might have an adverse effect on the health, safety and welfare of other residents?
- b. Is there a history of any drug-related or violent criminal activity which would adversely affect the health, safety, wellbeing or right of peaceful enjoyment of the premises by other residents or HACLA employees?
- c. Is there a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by others?

Alcohol abuse shall only be evaluated as an aggravating factor in the context of a criminal conviction, as determined in Exhibit 201:1F hereof, or in the context of a prior housing eviction.

- d. Is any family member registered as a lifetime sex offender? Such individuals are ineligible for assisted housing for life; and
- e. Has any family member been convicted of producing or manufacturing methamphetamines on the premises of an assisted housing unit?

Such individuals are ineligible for assisted housing for life.

This information shall be used only for the purpose of determining eligibility.

- 7. In accordance with HUD guidelines and in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, the HACLA will evaluate all applicants against the following additional criteria (applicable to all adult members of the applicant's household):
  - a. Is there evidence of a record of disturbing neighbors, destruction of property, or living and housekeeping

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habits at prior residences that might adversely affect the health, safety and welfare of other residents?

Applicants with prior evictions for nuisance and/or breach of lease agreement within the past three years will be denied admission.

- b. Does the applicant have a poor past performance in meeting financial obligations, especially rent from subsidized housing? At a minimum, the applicant shall:

Applicants who have had 2 or more evictions from subsidized housing for non-payment of rent in the immediate three years prior to the evaluation will be denied admission.

- c. Does the family have the ability to maintain (or with assistance have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits, and whether such habits could adversely affect the health, safety, or welfare of other residents? and
- d. Has a family member committed fraud in connection with any Federally assisted housing program, including the intentional misrepresentation of information related to their application or benefits derived therefore?

- 8. The applicant must provide the complete and accurate Social Security numbers and the documentation to verify each Social Security number assigned to the applicant and to each member of the applicant's household, regardless of age, who claim to have legal residency or citizenship status.
- 9. If a minor under the age of six (6) years old is added to the applicant family within six (6) months prior to the admission date, the family will have 90 calendar days from the date of admission to provide documentation of that minor's Social Security Number. The family may be provided an additional 90 days if they were unable to obtain the necessary documentation due to unforeseeable circumstances or circumstances outside of the control of the family.
- 10. The applicant, spouse, and each member of the applicant's household who is 18 years of age or older must sign and



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submit a Form HUD-9886, "Authorization for the Release of Information" and other release forms necessary for the Housing Authority to verify the family's income and other eligibility factors.

11. Applicants will be provided the opportunity to provide any facts and documents they deem relevant for the HACLA to consider regarding mitigating circumstances for past conduct/history that my otherwise deem a member of a household or an Applicant as ineligible for admission. Such facts include, but are not limited to, the time, nature, and extent of the past conduct; evidence of rehabilitation; and evidence of the prospective resident's participation in, or willingness to participate in, an appropriate social service or counseling program.

D. Application Requirements

1. Any applicant wishing to apply for admission must submit an application to the HACLA Application Center. The application must be signed by the head of the household who must be at least 18 years of age or have minor status removed by marriage or previous court order, and may be completed and submitted to the HACLA Application Center.
2. All applications will be dated and time marked as received.
3. All information received will be verified and all verification documents kept in the applicant file.
4. At the very least, the HACLA will verify the following:
  - a. Income Information, both earned and unearned income sources and amounts, for all household members.
  - b. Family size, composition, ages and identity of family members.
  - c. Citizenship or eligible immigration status of the applicant and each member of the applicant's household.
  - d. Full-time student(s) status.
  - e. The value of and income from all assets.
  - f. Any condition(s) which allow an applicant a preference

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or determines eligibility.

- g. Assigned Social Security numbers for the applicant(s) and each member of the applicant's household.
- h. If any member of the family is currently residing in assisted housing or if the family has outstanding debt to another public housing agency as reported in HUD's EIV System.

**E. Changes Following Initial Certification and Prior to Unit Leasing**

Any changes to the household composition or income following initial certification and prior to the Applicant signing a lease with the HACLA must be reported by the Applicant to the Application Center for recertification.

Changes reported must be in writing or via any on-line applicant portal that may be in operations.

An Applicant or Co-Applicant will not be allowed to remove the other from the application without the expressed written permission of the person being removed or without proof of the other person's death or permanent placement in a long-term skilled nursing or related facility.

**F. Removal of Applicant from the Waiting List**

- 1. Under any of the following conditions, applicants will be removed from the waiting list:
  - a. The applicant has already accepted an offer of public housing from the HACLA;
  - b. The applicant requests that their application be removed, such request must be in writing;
  - c. The applicant failed to respond to the HACLA's first class mail correspondence to confirm their continued interest in public housing during an update of the waiting list;
  - d. The applicant has not responded to reasonable efforts to schedule an interview to complete the application or to provide clarification to information provided on their application; or

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- e. The applicant failed to keep a scheduled interview or failed to respond to the HACLA regarding information that is necessary to process the application or to remain on the waiting list.

For these applicants, the HACLA will notify the applicant via first class mail that they have 10 working days to reschedule the interview or to provide the requested information. The applicant will be removed from the waiting list if they failed to respond within the period.

- f. If calculated rent would exceed the monthly gross income for the applicant household.
- 2. Under the following conditions an Applicant or Co-Applicant can be removed from the application:
    - a. If the individual being removed submits in writing to the Conventional Application Center that they would like their name removed from the application.
    - b. If the Applicant or Co-Applicant does not attend the scheduled interview.

**G. Reinstatement to the Waiting List**

HACLA will reinstate applicants who have been withdrawn from the waiting list based upon proof of mitigating circumstances, including but not limited to: medical or disability related reasons, lack of transportation to attend scheduled interviews, lack of permanent mailing address due to homelessness, or if interview appointment conflicted with employment, school, or childcare schedules.

**H. Splitting of an Application**

- 1. At any time before the interview, the Applicant and Co-applicant can split their application and their place(s) on the waiting list shall be appropriately adjusted.

The Co-applicant will retain the date of when he/she was initially placed on the application.

- 2. Under no circumstances will an application be split between either the Applicant or Co-applicant and any other household

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members.

I. Updating the Waiting List

The Authority shall have sole discretion in determining when to update the waiting list.

J. Suspension of Application Taking.

1. Any time the number of eligible applicants on the waiting list is such that there is no reasonable prospect that additional applicants could be housed within a reasonable period of time as deemed by the HACLA, the President/CEO may suspend the taking of further applications. Such suspension shall be publicly announced. When the decision is made to resume taking applications, that action shall also be publicly announced.

2. During periods of suspension, HACLA shall not maintain a listing of the names and addresses of persons expressing a desire to apply for participation in the program.

K. Determination of Eligibility and Notification of Applicants

Once HACLA staff have received and verified a complete and full application, the eligibility or ineligibility of the applicant will be determined.

Each applicant determined to be eligible will be promptly notified in writing of his/her eligibility and informed, if possible, of the approximate date he/she will be offered housing subject to unit availability. A copy of this notification will be retained in the application file.

Each applicant determined to be ineligible will be promptly notified in writing by the Application Center Manager that he/she is ineligible. This notice shall advise the applicant:

1. Of the specific grounds for denial of the application;
2. That he/she has a right to request an informal hearing;
3. That he/she may be assisted by Counsel and witnesses may offer testimony;

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4. That the informal hearing is the sole remaining opportunity for the applicant to offer information or argument in support of why the action should not have been taken; and
5. That the request for an informal hearing must be received within 30 days of the date of the letter.

L. Local Preferences

1. Applicant families who qualify for a local preference shall have preference for admission.
2. Definition of a Local Preference
  - a. Preference shall be given to applicant families whose head or cohead is:
    - (1). working at least 20 hours per week at the State's minimum wage and has been employed for a minimum of 6 months prior to the determination of eligibility; or
    - (2). attending one or more accredited institutions of higher learning (college, trade school, vocational school) the equivalent of full-time (fulltime is defined by the policies or guidelines of the learning institution), and the course of study is expected to lead to employment; or
    - (3). working and attending one or more accredited institutions of higher learning, and the combined total is at least 20 hours per week; or
    - (4). otherwise equally income self-sufficient;
    - (5). an active member in or veteran of a United States military service (Army, Navy, Air Force, Marine Corp, or Coast Guard);
    - (6). disabled or age 62 years of age and older.
    - (7). HACLA may, during periods when the vacancy rate exceeds 10%, provide a first preference to

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homeless families who have been referred to the HACLA

- (8). A by homeless agencies that have entered into a written memorandum of understanding with the HACLA regarding placement of homeless families. Such families must be otherwise eligible and suitable for the public housing program.

For the purposes of this section, income shall mean the amount of money or its equivalent received during a period of time in exchange for labor or services, or the sale of goods or property, or as profit from financial investments.

- b. Second preference shall be given to families who have been displaced by public or private action within six months of application shall also receive this preference. Such families must be certified as displaced by a public or private agency that has an agreement with the HACLA regarding the displacement.
- c. Priority among each preference shall be given to families of veterans or service members of the United States armed forces.
- d. If two or more applicant families still share the same preference and priority rating for the same size unit, the date and time of the application shall determine the place on the waiting list.
- e. Exception for Disabled Applicants Whose Sole Disability Is Drug or Alcohol Related

Applicants whose *sole* disability is drug or alcohol dependent shall not be considered disabled for the purpose of determining preference.

- 3. Applicants may claim qualification of a local preference when they apply for admission to the program or thereafter until they are offered a unit.
- 4. Prior to executing a Rental Agreement, the applicant must maintain any preference status previously verified by HACLA

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during eligibility determination.

5. Should the HACLA exhaust the pool of applications with local preferences, applications shall be accepted at any time from those families who claim a local preference.
6. No applicant shall be denied a local preference for which the family otherwise qualifies on the basis that the applicant already resides in assisted housing.
7. Prohibition of Preference If Applicant Was Evicted For Drug-Related Criminal Activity

The Housing Authority shall not give any preference to an applicant if any member of the family is a person who was evicted during the prior three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. The Authority may give an admission preference in any of the following cases:

- a. If the HACLA determines that the evicted person has successfully completed a rehabilitation program approved by the HACLA;
  - b. If the HACLA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
  - c. If the HACLA determines that the evicted person no longer participates in any drug-related criminal activity.
8. Transfer of Residents

Transfer of a family within a HUD-aided, low rent development or transfer to such a development from any other HUD-aided, low-rent development operated by this Authority, when such family is eligible for continued occupancy in the dwelling to which it is transferred, is not for any purpose deemed to be an admission to the development and is not subject to the established preferences.

Required transfers shall have precedence over new admissions.

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M. Income Targeting

Applications will be grouped as follows:

1. Extremely Low Income Applicants

40% of *new* admissions annually to the low rent public housing program shall be to families with incomes which are 30% or below the City of Los Angeles area median income limits.

This is the *minimum* percentage of *new* admissions.

2. Very Low Income Applicants

40% of *new* admissions annually to the low rent public housing program shall be to families with incomes which are between 30.1 - 50% of the City of Los Angeles area median family income limits.

This is the *maximum* percentage of *new* admissions.

3. Low Income Applicants

20% of *new* admissions annually to the low rent public housing program shall be to families with incomes which are between 50.1 - 80% of the City of Los Angeles area median family income limits.

This is the *maximum* percentage of new admissions.

4. Fungibility

If the Section 8 program admissions of extremely low income families exceeds 75%, the public housing requirements for extremely low income family admissions can be reduced percentage point by percentage point up to a maximum of 10%. The reduced percentage shall be divided between the very low income and low income *new* admission percentages.

See Exhibit 201:1B for the income limits according to the number of family members.

N. Method of Applying Local Preferences/Income Targeting

1. The HACLA will rank the applications within each income tier.



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2. In order to ensure the HACLA admits the statutory required percentage of extremely low income applicants, and to avoid concentration of families by income at any of the sites, a *minimum* of four out of ten applicants admitted will be families with extremely low incomes.

Families who qualify for the first local preference and have extremely low incomes will be offered housing first. Families who qualify for the second local preference and have extremely low incomes will be offered housing next. Families who do not qualify for a local preference and have extremely low incomes will be offered housing last.

3. In order to ensure the HACLA admits very low income applicants, and to avoid concentration of families by income at any of the sites, a *maximum* of four out of ten applicants admitted will be families with very low incomes.

Families who qualify for the first local preference and have very low incomes will be offered housing first. Families who qualify for the second local preference and have very low incomes will be offered housing next. Families who do not qualify for a local preference and have very low income will be offered housing at last.

4. In order to ensure the HACLA admits low income applicants, and to avoid concentration of families by income at any of the sites, a *maximum* of two out of ten applicants admitted will be families with low incomes.

Families who qualify for the first local preference and have low incomes will be offered housing first. Families who qualify for the second local preference and have low incomes will be offered housing next. Families who do not qualify for a local preference and have low incomes will be offered housing last.

O. Deconcentration Policy

1. Each Fiscal Year, the Housing Authority will analyze the incomes of families residing in each of the developments, the income levels of the census tracts in which the developments are located, and the income levels of families on the waiting list.

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2. Based on this analysis, the Housing Authority will determine the level of marketing strategies and which deconcentration incentives to implement.
3. The Housing Authority will affirmatively market its housing to all eligible income groups.

Applicants will not be steered to a particular site based solely on the family's income.

4. The deconcentration policy, and any incentives adopted in the future, will be applied in a consistent and non-discriminatory manner.
5. The Authority shall provide in its Annual Plan an analysis of Deconcentration and Income Mixing each fiscal year. The analysis will identify those sites whose average incomes are below 85% and above 115% the Authority's average income for covered properties. Incomes that are above 115% of the Authority's average but still below 30% of the area median income shall not be considered "higher income." The analysis shall provide explanations as to why sites are outside of the 85% - 115% range and strategies the Authority will implement to address if needed.
6. Strategy for Deconcentration

- a. The Housing Authority will continue the employment self-sufficiency efforts for residents living in public housing to increase the incomes of these families.

The self-sufficiency programs include the Family Investment Center, Computer Learning Centers, Community Service Centers, and Resident Service Centers. The programs also include resident owned businesses, after school tutoring programs, Force Account Construction, Welfare-to-Work, and units off the rent roll for a variety of service providers.

- b. The Housing Authority will utilize the local preferences and income targeting to admit families whose incomes exceed 30% of the City's median income.

P. Rent Ranges

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1. The HACLA will, to the maximum extent feasible, maintain a resident body at each development that is composed of families with a broad range of incomes.
2. In order to maintain the basic objective of admitting families with a broad range of incomes representative of the incomes of low income families in the City of Los Angeles, and with rent-paying ability sufficient to achieve financial stability, the HACLA will conduct studies and maintain data concerning the income distribution of its residents, the applicants on its waiting lists, and the City of Los Angeles as a whole.
3. The HACLA shall seek to maintain a broad range of incomes through a marketing/outreach program to attract applications from a cross section of low-income families.

**Q. Offers of Housing**

Subject to the factors affecting preferences set forth in subsection L each applicant shall be assigned his/her appropriate place on the waiting list in sequence based upon the time and date of receipt of a completed application and the suitable size and type of unit.

In accordance with HUD's Public Housing Occupancy Guidebook, the selection of applicants and assignment of units shall be as follows:

1. When an applicant reaches the top of the waiting list, the number of Conventional housing development locations that have available units of suitable size and type will be determined. If a suitable unit is available in:

Three or more locations, the applicant must be offered a suitable unit in the location with the highest number of vacancies. If the offer is rejected, the applicant must be offered a suitable unit in the location with the second highest number of vacancies.

If that offer is rejected, the applicant must be offered a suitable unit in the location with the third highest number of vacancies. If that offer is rejected, the applicant's name shall be dropped from the waiting list.

2. An applicant will have 5 business days to accept an offer. If an applicant does not respond within the 5 business days to the request, it shall be deemed a refusal.

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3. If an application is withdrawn due to the applicant's refusal to accept up to three offers of suitable housing the applicant is ineligible to be placed on the active waiting list unless a new application is made during an open application period.

An offer made, but not expressly accepted during the offering period, shall be deemed a refusal. "Expressly accepted" means that the applicant has signed a lease (rental agreement) for the unit referred.

4. In carrying out the above plan, any applicant who is able to provide clear and convincing evidence that an offer was refused or deemed refused as a result of an undue hardship or disability such as, but not limited to:
  - (a). Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
  - (b). The family demonstrates to the Housing Authority's satisfaction that accepting the offer will place a family member's life in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
  - (c). A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each listed on the final application) or live-in aide necessary to take care of the principal household member.
  - (d). The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;

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- (e). The unit has lead-based paint and the family includes children under the age of six;
- (f). Serving on a jury which has been sequestered;
- (g). The unit offered to the applicant is not available for occupancy; or
- (h). The unit lacks features needed for a reasonable accommodation due to disability related need for a member of the applicant's household.

If good cause is verified, the refusal of the offer will not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list. The family's application should remain at the top of the waiting list until the family receives an offer which they have no good cause refusal.

- 5. The Application Center Manager must maintain a record of the units offered to the applicants. The record must include location, date, circumstances of each offer, and each rejection or acceptance. The reason for any rejection must be documented.
- 6. Regardless of the number of units available, an applicant will not be offered a unit at a development they have previously refused under the existing application.

**R. Offers to Units Proposed for Disposition**

- 1. In order to continue to provide decent, safe, and affordable housing to eligible applicants, the Housing Authority may continue to offer vacant units at sites proposed for disposition.
- 2. Applicants who accept such a unit will be provided with a lease addendum notifying them of the pending change in housing program attached to the unit.
- 3. Applicants who refuse an offer to a unit proposed for disposition shall not have that offer count against one of their three offers if the reason is due to the pending disposition.

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- S. Offers of Accessible Units or Units With Accessible Features
1. Accessible units or units with accessibility features which are vacant and available for occupancy shall be offered to qualified applicants and residents who have requested and have verified a disability-related need for those units. Priority is determined as follows:
    - a. A current resident family with a member with disabilities living at the same site;
    - b. A current resident family with a member with disabilities who lives at other sites; and
    - c. An applicant family with a member with disabilities who needs the accessibility features.
    - d. If no family of the appropriate bedroom size accepts the unit, the unit will be offered following the above three priorities to a family of the next bedroom size down requiring the accessibility features.
  2. If there are no resident or applicant families with a member with disabilities interested or available, then the unit may be leased to an applicant or resident without a disability.
  3. The Rental Agreement for all residents will include a provision requiring the resident family with no member with disabilities to transfer to a non-accessible unit if a family with a member with disabilities subsequently requires the accessible unit.

**II. VERIFICATION HIERARCHY**

- A. The HACLA shall use the following five methods of verifying information.
1. Up-Front Income Verification (UIV)
    - a. Upfront Verification is that method of verifying information from a governmental agency under a cooperative computer matching agreement or from a private company who collects such information. When and where available, HACLA shall first attempt to verify family members income, and any other available

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information, using this method.

- b. Among the forms of UIV is HUD's Enterprise Income Verification (EIV) system. The EIV system must be accessed for all reviews to verify tenant income as well as during the admission process to verify if the applicant or a member of the applicant family is currently receiving housing assistance or owes money to a public housing authority.
- c. EIV must be accessed within 120 days of an admission to verify that all income was accurately reported at the time of admission and discrepancies must be resolved within 30 days from the report date.
- d. The EIV system is accessed by an assigned employee on a regular basis to monitor deceased and duplicate tenants.

2. Tenant Provided Third Party Verification

An original or authentic document generated by a third party source dated within the 60-day period preceding the reexamination (interview) or date requested by the Authority will be accepted as third party verification even if provided to the Authority by the resident. Staff are to examine the original document to ensure that the document is genuine, unaltered and complete with respect to that information. For the purpose of wages, two current and consecutive pay stubs must be provided.

3. Written Third Party Verification

Through written third party verification, the Authority submits the request for verification directly to the source and the source resubmits the information directly to the Authority either via mail, fax, or email.

4. Oral Third Party Verification

If the source does not respond to the Authority's written verification request within ten (10) business days, staff are to contact the source to get the information requested. All contact attempts are to be documented on the Verification Log and the information recorded on the appropriate verification form.

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5. Self Certification

Self-Certification verification is that method whereby information is verified by the appropriate member of the family attesting to the truthfulness, accuracy and completeness of the information provided. This method of verification may only be used when all other forms of verification are not possible and the file must document the reason why Self Certification was used instead of higher forms of verification.

Refer to the Housing Management Income Verification Guidebook for verification procedures.

B. Verification of Total Family Assets under \$5,000

Effective January 1, 2017, for families with total net assets equal to or less than \$5,000, the HACLA will require third party verification every third year.

Regardless of when the family's assets were last certified, all families' assets will be verified in 2017.

**III. RENT DETERMINATIONS**

A. Initial Occupancy

The initial amount of the family's rent payment will be determined on the information verified during the application process, provided that information is not older than 120 days from the date of the rent determination.

In the event the 120-day limitation has been exceeded, the income and other information will be re-verified prior to calculation of the initial rent level. Income will be included according to the definitions included in Exhibit 201:1A.

Unless one of the provisions under III, D is applicable, the total tenant payment charged to a family (new move-in) by HACLA shall be the lowest of Income-Based Rent or Flat Rent, unless the family chooses otherwise.

For new tenants, the Authority will access HUD's Enterprise Income Verification (EIV) system approximately 120 days following initial



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lease date to ensure that there was no unreported income at the time of move in. If the EIV report indicates unreported income, the family will be called in and rent may be recalculated.

- B. Income Based Formula shall be the highest of:
1. 10% of the total monthly income;
  2. 30% of the adjusted monthly income; or
  3. Minimum rent of \$50 (see Section IV regarding Minimum Rent provisions)

C. Flat Rents

1. In accordance with Congressional and HUD requirements, HACLA will set the Flat Rent at 80% of the Small Area Fair Market Rent (SAFMR) as set by HUD for the Housing Choice Voucher program.
2. If there is a change in the family's economic situation between regular examinations that would make it a financial hardship for the family to continue to pay the Flat Rent, the family may request a special review and have their rent calculated in accordance with the Income Based method during the period of the hardship. Situations that would create a financial hardship include a loss of income or an increase in deductible expenses.

The period of hardship shall commence on the first of the month following the month the hardship was reported and continue until the earlier of the next scheduled annual review or until such time the rent calculated on the Income Based method equals or exceeds the Flat Rent.

3. Changes to the Flat Rent schedule due to changes initiated by in the HUD to the SAFMR will not be considered a "significant change" to the Agency Plan.
4. The new Flat Rent will be phased in to ensure that any family currently paying Flat Rent will not experience a rental increase of more than 35% due to the change in the Flat Rent schedule.
5. In accordance with HUD guidance, residents paying the Flat Rent will receive the utility allowance for that unit beginning

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with their next annual income review following October 8, 2015. The Flat Rent will be the SAFMR less the UA as set for each dwelling unit.

The Flat Rent schedule is found in Exhibit 201:1E.

D. Rent Choice

Once a year, families will be offered a choice in the type of rent method their monthly tenant rent will be determined. The choices are between the Income Based method or the Flat Rent. Choice of rent is not applicable to families with members who do not have eligible immigration status (“Mixed Families”) and whose rent may or may not be prorated.

E. Other Rental Amounts

1. Prorated rents are applicable for families where some family members are citizens or have eligible immigration status and some do not. The prorated rents are *more* than 30% of adjusted family income.

See Chapter 201:8 and the related Exhibits.

2. Rent adjustments due to reductions in welfare grant amount:
  - a. If a family’s welfare grant is reduced because of a sanction for noncompliance with the CalWORKS self-sufficiency or work requirements or fraud, the HACLA shall not reduce the amount of tenant rent.

The total tenant payment shall be based on the eligible welfare grant amount received before the sanction reduction, and will be more than 30% of adjusted income.

- b. Families whose income increases *after* the sanctioned welfare reduction shall have the higher old welfare grant amounts (upon which the rent is calculated) reduced dollar for dollar of the *new* income source up to the grant reduction amount.
  - c. If the family’s welfare grant is reduced because of the expiration of the CalWORKS time limits or the resident’s inability to locate employment after completing the

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requirements, the rent shall be based on the amount of welfare actually received.

3. Families who meet all of the requirements for the exclusion of incremental income under the Earned Income Disallowance (EID) for 12 months, and exclusion of 50% of the incremental income for an additional 12 months, will pay a rent which is less than 30% of adjusted income.

See Exhibit 201:1D for the provision details.

4. Rent Calculation for Over-Income Households
  - 1). Effective January 1, 2019, households whose adjusted annual income as determined by an annual or interim reexamination exceeds the 120% AMI income limit published annually by HUD – will be considered “over-income” households.
  - 2). Twelve (12) months after the initial over-income determination, an annual or interim reexamination must be conducted. If the family’s income continues to exceed the over-income limits, the family will be provided written notification of their over-income status and an estimate as to what their rent would be at their next annual reexamination.
  - 3). Following two (2) consecutive years of exceeding the income limit, over-income households shall pay the higher of the following for rent:
    - a) The applicable Fair Market Rent (FMR) as established by HUD for the Section 8 program for the bedroom size for the City of Los Angeles, or
    - b) The amount received by the Housing Authority in the form of subsidy and capital funds per bedroom for the development where the household resides.
  - 4). If at any time during the two-year period the over-income household’s income falls below the over-income threshold, the household will no longer be characterized as an over-income household subject to this provision.

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Should the household's income once again exceed the over-income threshold, a new two (2) consecutive year period shall commence.

Rent for such over-income households may be subject to additional changes pending HUD regulatory changes.

F. Other Charges

In accordance with the Rental Agreement, the Resident may be charged by the Management for delinquent rental payment, returned checks, damages, and excess utility usage. Payment of these charges shall be in accordance with the Rental Agreement.

G. Individual Relief for Utilities (Electric and Natural Gas)

Residents with excess utility charges for utilities provided by HACLA, or billings in excess of the utility allowance for utilities billed directly to the Resident, can request relief from HACLA if the excess utility consumption is due to special circumstances. HACLA shall approve the relief if it is necessary for the special needs of an elderly resident, for residents who are ill or disabled, or if it is needed due to other special factors affecting utility usage not within the control of the Resident.

H. Utility Reimbursement

1. The family shall receive a utility reimbursement from the HACLA if the total tenant payment is less than the utility allowance.
2. The utility reimbursement amount is the difference of the total tenant payment and the utility allowance.

I. Posting of Payment Charges

Payments made for rent, excess utility usage, services, or other charges shall be credited in the following order:

1. Rent
2. Security deposit
3. Excess utility
4. Maintenance and Other Services
5. Other charges, including late fees
6. Amounts due under a repayment agreement with the

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HACLA.

The oldest obligation within any of the above classifications will be the first to be retired.

It is the responsibility of the tenant to ensure that all mandatory obligations are paid in full and on time.

Late fees only apply to unpaid rent balances.

J. Prorated Rents for Mid-Month Transfers

If a family transfers to a unit at a HACLA owned unit in a development other than the one in which they currently reside, the rent for that unit will be prorated for the vacating month and rent already paid in excess of the pro-ration will be returned to the family. The family will be required to pay the prorated rent amount due at the new site.

**IV. MINIMUM RENT FINANCIAL HARDSHIP PROVISIONS**

- A. A family required to pay the minimum rent may request a financial hardship exemption. For the purpose of determining whether a qualifying hardship is temporary or long term, “temporary” is considered to be a period of less than 90 days.
- B. If the family requests a financial hardship, the 90-day period is measured from the date the family requested the hardship exemption.
- C. The family must apply for a financial hardship exemption from payment of the minimum rent. If the situation is expected to last for at least 90 days from the date the family requested the exemption, a long term exemption is granted. If the situation is expected to last less than 90 days, a temporary exemption is granted.
- D. A financial hardship exemption must be granted if the family provides proof that any of the following situations exists.
  - 1. The family has lost eligibility for or is awaiting eligibility determination for a Federal, State or local assistance program, including a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

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2. The income of the family has decreased because of changed circumstances, including loss of employment, since the last reexamination;
3. A death has occurred in the assisted family which has a continuing financial impact on the family.
4. The death of an immediate member of the family has occurred which has a continuing financial impact on the family. "Immediate member of the family" means those relatives or step relatives bearing the following relationship to the head, spouse, or co-head: spouse, domestic partner, mother, father, son, daughter, sister, grandparent, grandchild, aunt, or uncle. Such family members do not need to be a member of the assisted family.
5. The family would be evicted because it is unable to pay the minimum rent.

"Unable to pay" means that the minimum rent would require the family to pay more than 50 percent of its monthly income (50 percent of one twelfth of annual income) toward the gross rent.

E. Prohibition of Eviction

A family who has requested a financial hardship exemption from the minimum rent will not be subject to eviction for non-payment of rent for 90-days beginning the month following the request for the exemption.

F. Long Term Financial Hardship

1. If it is determined that the family's financial hardship is long-term, the family will be exempt from the minimum rent as long as the hardship continues.
2. The hardship exemption will begin the month following the request for a hardship exemption until the end of the qualifying financial hardship
3. The family receiving a financial hardship exemption must notify the Housing Authority once there is a change in the family's income.
4. The family receiving the financial hardship exemption will be subject to Special rent reviews.

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G. Temporary Financial Hardship

1. If the Housing Authority determines that the qualifying financial hardship is temporary, the minimum rent will be reinstated to the beginning of the suspension of the minimum rent
2. The Housing Authority will offer the family a reasonable repayment agreement for the amount of back minimum rent owed to the Housing Authority.

H. Determination of No Financial Hardship

1. If the Housing Authority determines that there is no financial hardship, the minimum rent is reinstated from the beginning of the suspension and the family must repay the amount of back rent owed by the family.
2. The family must sign a repayment agreement on terms established by the Housing Authority for the amount of back rent accrued during the period of suspension.

I. Duration of Financial Hardship Exemption

Financial hardship exemptions are reviewed automatically at the next annual reexamination. At that time the HACLA must re-determine the family's composition and income. If the family remains subject to the minimum rent and the qualifying hardship continues, the financial hardship exemption continues.

J. Grievance Right

If the request for a financial hardship exemption is rejected, the family may request a hearing under the Housing Authority's grievance policy (MPP 212:12)

**V. OCCUPANCY STANDARDS**

- A. Each unit shall be used solely as a residence for the family as represented in the application and on the lease. The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition:

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

- B. Families shall have the choice of the smaller or larger bedroom size for their family size. If the family enters into a lease for a smaller bedroom size the family will not be eligible to transfer to a larger bedroom size for the first 36 months of occupancy unless there is a change in the family composition.
- C. Single persons as defined in Exhibit 201:1A shall not be assigned units with more than one bedroom.
- D. If there are not enough certified families on the waiting list for a bedroom size, families on the higher end of the next bedroom size down shall be offered the larger unit.
- E. Only bedrooms may be used as regular sleeping quarters.

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family shall be required to move as soon as a dwelling unit of the appropriate size becomes available, subject to a waiting list, if any. The family has a choice of unit size within the acceptable range.

A Manager may waive these occupancy limits when necessary to eliminate or reduce vacancies, or to house a family in urgent need. However, the reason for the waiver shall be documented in the applicant/resident file.

The occupancy standards may also be waived to accommodate court awarded custody or other governmental (DCFS) foster care requirements. If the children are removed from the unit the family will be required to move once a dwelling unit of the appropriate size becomes available.



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- F. If a family's composition has grown due to the addition of children thorough birth, adoption or court awarded custody, such that the family exceeds the occupancy guidelines for the largest unit available at a site, the family can be offered a split transfer into two units.

Each new family must have as its head at least one adult listed on the most recent lease (1 must be the original head of household) and each head of household must be legally capable of executing a lease.

- G. Only 1 additional bedroom shall be provided for any Live-In Aide.

- H. Shared Custody

A dependent may not reside with more than one family at a time. The family that has the primary custody, the family with whom the dependent lives more than 50% of the time, shall be the dependent's family for the purpose of determining income, deductions, and the appropriate size of the apartment.

Additional guideline for shared custody is included in the Annual Income Guidebook.

**VI. LEASING OF UNITS**

- A. General

A Rental Agreement will be entered into by HACLA and every family that will be admitted to a low-rent housing unit. No family may occupy a dwelling unit without an executed Rental Agreement. The head of the household and the co-head (if any) will be required to sign the Agreement on behalf of the family. The Agreement will be kept current at all times and must be compatible with the HACLA policy and California and Federal law.

- B. Security Deposits.

A security deposit shall be paid to the HACLA by the family at the time of admission. This amount must be paid in full within 45 days of move-in. For new residents leasing January 1, 2008 or after, the following security deposits shall be required in Low-Rent Housing:

1. New Resident families shall be required to pay a security deposit equal to the greater of the monthly rent or \$50.
2. Once paid, the security deposit will not be decreased.

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3. The security deposit shall be transferred without offset between units when a family is transferred between HACLA owned units within the same development. If a family transfers to a unit in a different HACLA development, the amount of the security deposit remaining after payment of tenant caused damages to the vacating unit shall be returned to the tenant. The tenant will be required to place a new security deposit upon the signing of the lease at the other development.
4. Regardless if transferring within or between sites, the cost of any repairs and clean up to the unit from which the family was transferred shall be charged to the Resident as an "Other Charge" under the lease agreement.
5. Upon vacating a unit, other than a transfer between HACLA owned units (within the same development), the security deposit shall be accounted for and returned in accordance with California State law.
6. For residents in occupancy the following security deposit provision shall apply:

Following a lease forfeiture, i.e., the HACLA has obtained judgment against the family, a resident may be reinstated at the discretion of the Assistant Housing Services Director, provided all arrearage for rent and charges have been paid. The resident will also be required to pay the difference, if any, to bring the security deposit to the maximum allowable level as provided in B 1, above prior to the execution of a new Rental Agreement.
7. When the family's Rental Agreement is terminated, voluntarily or involuntarily, the security deposit shall be returned to the resident if he/she gives at least 30 day- notice in writing saying that he/she plans to move out.
8. The following will be withheld from the security deposit:
  - a. Any unpaid rent or other charges due HACLA;
  - b. Any charges for non-routine cleaning or for repairing or replacing damage or destruction caused by the resident;
  - c. Charges for new keys to replace those not returned;

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- d. Charges for stoves, refrigerators, or other HACLA property.

The charges being withheld from a security deposit shall be itemized in a letter to the former resident sent to the current or last known address.

- 9. The Director of Housing Management may waive the security deposit for new admissions to a development in order to reduce excess vacancies within that development. This waiver may apply to 1 or more developments at a particular time.

**VII. PERIODIC REEXAMINATIONS**

**A. Annual Reexaminations**

In accordance with the Master Reexamination Schedule, the HACLA shall, at least once a year, reexamine the eligibility of all residents. Increases or decreases in the tenant rent as a result of regular reexaminations will be effective in accordance with the Master Reexamination Schedule.

In order to place a family on the correct reexamination schedule, the initial reexamination may be for a period of less than 12 months, with a regular reexamination on a 12 month-cycle thereafter.

**B. Special Reexaminations**

When it is not possible to estimate projected family income at the time of admission or annual reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled. Special reexaminations will be scheduled every 30, 60, or 90 days until a reasonably accurate estimate of income can be made.

Situations that would trigger a Special Reexamination would be:

- a. When a family reports zero income or income less than \$200 a month, or
- b. When a family's financial condition is expected to change (example – if a family member is on temporary disability or is expected to be employed).
- c. If it was discovered that an error was made in the calculation

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and corrective action is required.

- d. If there is a change in composition of the household.
- e. If after admission to the program HUD's EIV data indicates income that was not reported at the time of admission.

**C. Interim Reexaminations**

Any Resident who has a decrease in annual household income and who applies for a decrease in tenant rent shall be given an appropriate adjustment in conformance with the Rent Determination Procedures (Section III), and until the next annual reexamination must report all increases in his/her family's income. However, where reported increases in the family's income are so small that the cost of administratively processing the information in relationship to the anticipated increase in rent cannot be economically justified, no verification, processing or rent adjustment shall be made. For the purposes of this paragraph, a cumulative increase since the last adjustment, in family income of less than \$200.00 a month shall be deemed too small to justify processing.

Exception: resident whose welfare grant is decreased because of non-compliance sanction with CalWORKS self-sufficiency or work requirements or fraud are not eligible for a rent reduction.

**D. Earned Income Disallowance (EID) Review**

In households where the increased income of a family member(s) is being disregarded from the rent calculation, in accordance with HUD regulations, due to the EID, recalculation of the rent will depend on the tolling period for that member. Families who have members subject to the EID will be scheduled for 30, 60, or 90 day reviews as appropriate when a member's EID tolling period has changed.

**E. General Reexamination Requirements**

**1. Annual Reexaminations**

At the time of an annual reexamination, the head of the household will be required to submit an Application for Continued Occupancy (Lot-27) along with verification and documentation of income, family composition, assets, deductions, and employment.

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Following receipt of this documentation, a determination of eligibility for continued occupancy will be made using the following criteria:

- a. The family must continue to qualify as a family as defined in CFR 24, Section 5.403, and outlined in Exhibit 201:1A.
- b. The family must be in compliance with the eligible immigration status (“Residency Rule”) requirements as described in Section 201:8 and related Exhibits.
- c. A family’s rent level must not exceed the total gross monthly income for the household.
- d. The family must meet the applicable Social Security number disclosure, documentation, verification, and Certification requirements. As a condition of continued eligibility, any household member who is under the age of 62 as of January 31, 2010 and who claim legal residency or citizenship status must provide documentation of a Social Security Number if they have not previously done so.

The Housing Authority will terminate the tenancy of any family who does not meet the applicable Social Security number disclosure, documentation, and verification, requirements set forth above. Termination may be deferred for up to 90 days if the family can provide proof of diligent attempts to obtain the information.

- e. The family must meet the authorization for the release of information requirements. This includes the HUD-9886 form, “Authorization for the Release of Information”, and other release forms deemed necessary by HACLA to determine the family’s income and continued eligibility factors.
- f. The family must be in compliance with the Community Service Self Sufficiency Requirements found in Section XII.

2. Interims and Special Review

If the Resident qualifies for a reexamination of rent they will be

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required to complete an Application for Continued Occupancy and all requirements listed under Annual Reexaminations will be evaluated.

F. Effective Date of Reviews

1. Annual Reexaminations

- a. If the Resident is entitled to a rent decrease as a result of the annual reexamination of income, the decrease shall be made effective the first day of the month following the month in which the annual review was conducted provided the change has occurred and has been verified in accordance with HUD rules and regulations.
- b. If the Resident is to receive a rent increase, the new rent shall be effective the first day of the second month following from the date of notice of rent increase.

2. Interims Reviews (including Specials)

Changes in rent occasioned by an Interim Reexamination shall be effective as follows:

- a. A decrease in rent shall be made effective the first day of the month following the month in which the change in annual income was reported by the resident, providing the change has occurred and has been verified in accordance with HUD rules and regulations.
- b. An increase in rent shall be made effective the first day of the second month following the month in which the increase in annual income occurred. The resident must be given a 30-day notice of rent increase.

For interims conducted due to statutory changes in annual income that occur for all recipients of AFDC, SSI, General Relief, Social Security, or other similar benefit, the HACLA will conduct a modified interim as long as the household certifies that there has not been a significant change (\$200 per month) in each of the other reported income sources from the last review. Modified interims include the completion of an application for continued occupancy, certified statement from the head of household, accessing of HUD's EIV report, and

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receipt of the public agency's notice of action or reduction letter.

3. Additional 30-Day Notification of Rent Increases – Special Cases

In accordance to CA Civil Code 827 families experiencing an increase in rent over 10% for reasons other than a change in family composition or income shall be provided an additional 30-days before such a rent increase will be effective.

G. Resident Misrepresentations

In accordance with the Rental Agreement, if a resident's misrepresentations at the time of admission, annual, special, or interim reexamination have caused a family to pay a lower rent than should have been paid, such residents will be notified in writing and required to pay the difference between the rent paid and that which should have been paid, retroactive to the date the change in rent would have been effective.

In addition to collecting retroactive rent, HACLA has the right to pursue additional actions and remedies under the law including terminating the Rental Agreement.

H. Failure to provide reexamination information at the proper time *may* result in termination of the Rental Agreement.

## VIII. TRANSFERS

A. General

1. The Authority does not transfer any family to any particular apartment, community, neighborhood or development because of race, color, sex, religion (creed), disability, familial status, national origin, ancestry, sexual orientation, marital status, source of income, age, genetic information, gender, gender expression, or gender identity.

2. The Authority will not transfer Residents except in accordance with this section and the Authority's *Public Housing Rental Agreement* ("Rental Agreement"). As used throughout this transfer policy, "Residence", "Resident" and "Household Member" shall have the same meaning as set forth in the

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*Rental Agreement.*

3. Site managers shall administer occupancy transfers in such a manner as to minimize vacancy loss, minimize the time families are over housed or under housed (as determined under the Authority's occupancy guidelines), and still provide housing opportunities for new admissions.
4. Transfers, whether to an Authority owned unit or to non-Authority owned accommodations, shall not be deemed to waive an existing breach of the Rental Agreement by the Resident; and the Authority may pursue, or continue to pursue, any legal action and remedy against the Resident as if no transfer had been made.

**B. Types of Transfers**

There are two types of transfers: Emergency and Routine. Depending on the reasons for transfer, each transfer may also be:

1. Required or requested;
2. Compensable or noncompensable;
3. Temporary or permanent; or
4. Interdevelopmental (between developments owned or operated by HACLA) or intradevelopmental (within a development owned or operated by HACLA).
5. Inter-programmatic (from another HACLA administered housing program)

**C. Emergency Transfers**

1. An emergency transfer is a transfer determined at the sole discretion of the President/CEO, or his/her designee, to be required:
  - a. Due to the existence of one or more physical conditions of the Resident's dwelling unit, the building in which the dwelling is situated, or the grounds surrounding the dwelling, and which poses an imminent threat to the life, health, or the safety of the Resident or a Household Member;



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- b. To alleviate a doctor verified medical condition which is imminently life threatening or seriously impairs the health of the Resident or a Household Member (i.e. lead poisoning or amputation); or
  - c. To protect a Resident or a Household Member from a factually verifiable or documented threat of real and imminent criminal attack that is specifically directed towards that Resident, Household Member or other occupant of the Residence. In making such a determination, the President/CEO or designee may consider facts and circumstances including, but not limited to, recommendations by the District Attorney or a sworn peace officer with a rank equivalent to LAPD Detective II or higher attesting to the factual need for a transfer.
  - d. In the case of an emergency transfer due to domestic violence, dating violence, sexual assault, or stalking, the resident needs to:
    - i. Qualify for VAWA protections; and
    - ii. Expressly request the transfer; and
    - iii. Reasonably believe that there is a threat of imminent harm from further violence; or
    - iv. If the request is due to sexual assault, the resident is also eligible if the assault occurred on the premises within the 90-calendar-day period preceding the request.
2. Request and Approval of Emergency Transfers
- a. Except as provide below, all emergency transfer requests made by or on behalf of a Resident and all law enforcement recommendations shall be made in writing and submitted to the Housing Services Department or President/CEO. Upon receipt of a request and all other required documentation, the Housing Services Department shall immediately forward the relevant paperwork to the President/CEO or his/her designee for a decision.
  - b. In cases of extreme emergency, verbal requests, verbal recommendations and the verbal rendering of facts may

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be made directly to the President/CEO or his/her designee by law enforcement upon which the President/CEO or his/her designee may act, provided that verbal assurances from law enforcement that all written documentation supporting the transfer will be submitted within 48 hours.

- c. Except in the case of VAWA, a Resident may be denied an emergency transfer if he/she has been relocated at least once due to an emergency situation or condition and the situation/conditions recreated by the Resident or a member of the household at the new development.
- d. Except in the case of VAWA, a Resident may be denied an emergency transfer if the Resident or household member materially contributes to the situation or condition that gave rise to the need for an emergency transfer.

3. Emergency Transfer Options

- a. The Authority shall have sole discretion in determining whether an emergency transfer shall be interdevelopmental, intradevelopmental, or to a temporary housing accommodation not owned and/or operated by the Authority; and whether the transfer is permanent or temporary.
- b. If the President/CEO or his/her designee determines there are no appropriate dwelling units available for the Resident at the time of the emergency, the Authority may utilize a tenant-based Section 8 voucher for the purposes of providing alternative housing, if one is available.
- c. Pending a determination of the availability of an Authority-owned and operated dwelling and/or a determination of a Resident's eligibility for an emergency transfer, the President/CEO or his/her designee may offer the Resident temporary non-Authority housing accommodations under an agreement with a third party. Such accommodations shall not exceed five business days unless otherwise extended in writing by the President/CEO. However, before non-Authority accommodations are offered the Resident

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must (i) be informed of the five business day limitation rule, (ii) informed of the possibility that an emergency transfer may be denied and, (iii) given a copy of these policies and procedures governing emergency transfers.

4. Moving, Compensation For Move and Storage
  - a. Except as provided below, the resident shall pay for the move.
  - b. When the Resident cannot afford to pay for the move at the time of the emergency (as determined by the Authority), the Authority, at its sole discretion, shall advance assistance to the family through one of two means, either:
    - (1). Provide moving services to the Resident; or
    - (2). Allow the Resident to secure their own moving services and reimburse the Resident for all actual and reasonable out of pocket expenses connected with the move.

Once the family is settled into the new unit, the Authority may enter into a repayment agreement with the family for the reimbursement of moving expenses.

- c. If the Authority determines that the Resident, Household Member, or a guest of the Resident's family created or caused the emergency, the Resident shall reimburse the Authority for any and all costs connected with the move.
- d. Where the Resident is provided temporary accommodations in accordance with subsection C(3)(c) above, the Authority shall pack, move and store (at a public storage facility) all the personal property located within the Residence. Additionally, the Authority shall be obligated to move the property to the Resident's permanent dwelling upon the Resident's request, provided the move is within the first thirty days of storing said property. Although, the storage contract shall be in the name of the Resident, the Authority shall advance all security deposits for the storage and pay for the first

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month's rental. The Resident shall be obligated to reimburse the Authority for the security deposit within thirty days of the initial move and shall be required to pay for any and all storage costs beyond the first month, unless the Authority and the Resident specifically agree in writing to the contrary. Failure of the Resident to request the moving of the Resident's personal property from the storage facility within the first 30 days of storage shall be deemed a waiver of the Authority's obligation to move said property from storage.

**D. Routine Transfers**

1. A routine transfer is any transfer other than an emergency transfer, and which the Rental Agreement and this policy authorize. Such transfers are those:
  - a. *Required* by the Authority to adjust unit occupancy in accordance with the Authority's Occupancy Guidelines;
  - b. *Required* due to an approved reasonable accommodation request;
  - c. *Required* by the Authority to alleviate documented social conflicts between the Resident's family and their neighbors;
  - d. *Required* by the Authority due to proposed demolition, repair, alteration, rehabilitation or modernization of the unit;
  - e. Otherwise required by law or determined by the Authority's Board of Commissioners as necessary or convenient in the management of the public housing program;
  - f. *Requested* by a Resident for employment reasons rationally related to the transfer and duly verified by the applicable Resident's or Household Member's employer;
  - g. *Requested* by a Resident for verified medical reasons other than those subject to the Authority's policies regarding reasonable accommodations;

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- h. *Requested* by the Resident to alleviate documented social conflicts between the Resident’s family and their neighbors;
  - i. Requested by a participant family in another HACLA administered housing program, or
  - j. Otherwise Requested by a Resident for “good cause” other than those stated above.
2. Prerequisite for Resident requested routine transfers
- a. All Resident requested transfers shall be in writing and submitted to the site management office on a designated form. The Authority will accept all Resident requested routine transfer for placement on the appropriate transfer list. However, residents are not eligible for transfer during the initial term of a lease or while the Resident is under the threat of eviction or owes the HACLA money. The Director of Housing Services may waive the one year residency requirement to reduce vacancies.
  - b. Resident requested transfers to a Public Housing Scattered Site will only be accepted from families who have been in residence at one of the HACLA’s public housing family developments for a minimum of two years at the time the request for transfer is made.
- However, in order to avoid excessive vacancy loss, the Assistant Housing Services Director may apply a one-year requirement in lieu of a two-year requirement.
- The resident file must be documented as to the circumstances of the transfer approval.
- Additionally, the manager of the scattered site shall select from the site transfer waiting list the family whom the manager believes, after consideration of relevant circumstances, is the most likely to succeed without on-site supervision and support.
3. Prerequisite for inter-programmatic requested transfer
- a. Request for transfers into the public housing program

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from participants in another HACLA administered housing program shall require the following:

- (1). Approval from the Director of Housing Services;
  - (2). In addition to the requirements under Section VIII G 2 a - e of this policy, all adult household members shall be required to undergo criminal background and credit checks required of new admissions; and
  - (3). Units offered to inter-programmatic transfers will be in accordance with the HACLA's procedures for new admissions as administered by the Application Center.
- b. Request for inter-programmatic transfers shall take precedence over all transfers except emergency and reasonable accommodation transfers.
4. Routine Transfer Options
- a. All *required* routine transfers may be interdevelopmental or intradevelopmental, as solely determined by the Authority.
  - b. All *requested* routine transfers must be interdevelopmental.
  - c. Unless agreed to by the Authority in writing and in advance, all routine transfers shall be permanent.
5. Compensation For Move
- a. The following routine transfers shall be noncompensable:
    - (1) Those requested by the Resident;
    - (2) Those made to adjust occupancy;
    - (3) Those made to resolve social conflicts between residents;
    - (4) Those made to recapture an adaptable unit from

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a nondisabled family for use by a disabled family,  
or;

(5) Inter-programmatic transfers.

b. Unless required by law or regulations, all other transfers shall be noncompensable, unless the Authority determines the resident cannot afford to pay for the move. Where the Authority determines the Resident cannot afford to pay for the move, the Authority shall have the choice of either:

(1). Provide moving services to the Resident; or

(2). Allow the Resident to move themselves and reimburse the Resident for all actual and reasonable out of pocket expenses connected with the move.

(3). If the Authority determines that the Resident, Household Member, or a guest of the Resident's family created, caused, or contributed to the Authority requiring the move, the Resident shall reimburse the Authority for any and all costs connected with the move.

E. Transfer Priority and Placement

1. Emergency Transfers

Emergency transfers have priority over all other transfers. Those approved for an emergency transfer shall be concurrently offered three units, if available, of suitable bedroom size at three different developments. The developments containing the units offered, shall be those with the most vacancies that meet the family's bedroom requirements, except units within the development that the family currently occupies shall not be offered or counted as being offered. The family will have no more than two business days to inspect the units and accept an offer. Should the family fail to affirmatively accept one of the three offers, the Resident will be deemed to have rejected all offers and the Authority shall have no further obligation to offer additional units.

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VAWA transfers are exempt from the above provision limiting the number of offers to three (3) and withdrawing the transfer request if one of the offers is not accepted. VAWA transfers do not end at a specific time, but remain until the victim informs the Authority that the victim no longer seeks the transfer, or the victim no longer receives assistance under the program.

**2. Routine Transfers**

- a. Housing Services shall maintain a transfer waiting list for all non-emergency transfers. The Authority will order the list first by priority and then by date and time of placement on the list.
- b. Except as required or limited by law, the priority of transfers shall be:
  - (1). Those required as a result of demolition, disposition repair, alteration, rehabilitation or modernization of units and then by those required to alleviate social conflicts.
  - (2). Required transfers shall have priority over requested transfers.
  - (3). Required transfers shall have precedence over new admissions.
- c. Required transfers shall be placed on the transfer list in order of the date and time that Management first determines the transfer is required.
- d. Resident requested transfers, which meet the prerequisite requirements, shall be placed on the transfer list in order of the date and time the Authority accepts the Resident's requests.
- e. The transfer list shall be current at all times for requested and required transfers, except transfers adjusting occupancy which the Authority shall update at the time of the annual review or recertification.

**F. Transfer Approval****1. Required Routine Transfers**



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When the Resident reaches the top of a site transfer list, a vacancy exists at the site, and the site manager at the site where the unit exists determines that the Authority will fill such vacancy by transfer, that site manager shall offer to transfer the Resident to the unit. Should the Resident refuse to transfer, the Authority will seek to terminate the Resident's tenancy in accordance with the *Rental Agreement*.

2. Resident Requested Routine Transfers

When the Resident reaches the top of a site transfer list, a vacancy exists at the site, and the site manager where the unit exists determines that the Authority will fill such vacancy by a transfer, that site manager shall review the Resident's documented tenant history only over the immediately preceding twelve months. The site manager shall approve the transfer unless the Resident:

- a. Or any Household Member has a record of creating a nuisance, disturbing any other resident or interfering with staff;
- b. Currently owes back rent or other charges;
- c. Has a poor payment record (a "poor payment record" means the Resident has failed to pay all rent on or before the fifth of each and every month or has failed to pay all charges when due); or
- d. Has failed a housekeeping inspection.
- e. The Resident may be denied the transfer for other reasonable reasons including, but not limited to, the fact that rent at the new site would be outside of their financial reach.

Should the site manager approve the transfer, the Authority will offer the Resident the unit. The Resident will have up to five (5) business days to accept or reject the offer. If the Resident accepts the offer, the Resident will be dropped from all transfer lists. Should the Resident refuse to accept the unit the Authority will skip over the Resident without affecting the Resident's placement on the transfer list. However, if the Resident refuses a second offer made at that particular site,

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the Resident shall be dropped from that site's transfer list.

If the site manager disapproves the transfer, the Authority will drop the Resident from that site's transfer list. Within five (5) working days after disapproving the transfer, the Site manager shall notify the Resident in writing as to the reasons for the disapproval and the action taken. Additionally, such notice shall inform the Resident of their rights to grieve the manager's decision in accordance with the Authority's grievance policy.

**IX. ADDITIONS/DELETIONS TO THE HOUSEHOLD COMPOSITIONS****A. General**

1. For the purpose of this section, Resident, Household Member, and Residence shall have the same meaning as set forth in the Authority's *Public Housing Rental Agreement*.
2. The Resident must make a request in writing and obtain the written approval of the Authority before anyone other than those persons authorized under the terms of the Resident's *Public Housing Rental Agreement* may occupy the Residence.
3. The Authority shall only approve the deletion of a Household Member or a Resident from the *Rental Agreement* in accordance with this policy.
4. All requests by a Resident for a change in the family composition (addition or deletion) shall be:
  - a. Made in writing;
  - b. Submitted to the Management Office on a form designated for such purpose; and
  - c. Placed in the tenant file with all supporting documentation.
5. At the time of any deletion or addition, all information, forms and signatures necessary to complete a redetermination of rent must be completed and placed in the tenant file.

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6. Additions and/or deletions shall be effective in accordance to the interim reexamination rule discussed in section XI E. 5. of this document.

**B. Deletions to the Family Composition**

1. Within thirty (30) days of a Household Member ceasing to reside within the Residence, a Resident shall report such occurrence to the Authority.
2. When a Household Member moves from the Residence, the Resident shall provide to the Authority, when available, evidence that the Household Member resides elsewhere. Such evidence includes but is not limited to a rental agreement showing the new address where the Household Member may be found. If such evidence is unavailable, follow the steps in the verification hierarchy to determine the actual absence from the Residence down to a certified statement.
3. No minor Household Member shall be deleted from the Rental Agreement unless the Resident gives the Authority one of the following showing that someone other than the Resident or a Household Member has full custody and control of such minor:
  - a. A certified copy of all court orders granting custody to someone other than the Resident or Household Member; or
  - b. Certified proof of foster care placement with someone other than the Resident or Household Member; or
  - c. Other proof of legal custody to someone other than the Resident or Household Member, or
  - d. A notarized statement by a parent or other person having legal custody removing the minor from the public housing unit along with a copy of the minor's birth certificate or other related documentation.
4. For all deletions of a Resident for reasons other than death, permanent placement in a medical care/retirement facility, or for other non-voluntary reasons, the Resident who is to be deleted must provide the Authority with written notice of their intent to permanently vacate and relinquish all their rights to

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occupy the rental dwelling or have the medical care/retirement facility verify the inability to return to the unit. A Resident may also be removed from the household in accordance to Section XIIF of the Rental Agreement.

C. Additions to the Family Composition

2. All additions to the household, including but not limited to foster children, shall be as Household Members only.
3. The Authority shall not approve any additions to the household where such addition would cause the occupancy of the dwelling to exceed the Authority's occupancy standards.

The HACLA occupancy standard can be exempted when the individual being added to the household is a person whom the head of household has a "legal duty to support." In the state of California, spouses, domestic partners, and children fall into this category.

4. The Authority must approve the addition of all minors to the household except newborns born to a Resident or a Household Member, an adoption by a Resident or a Household Member, or a court ordered custody of a minor. As used herein, a court ordered custody shall not include "foster care" placements.
5. As it pertains to the addition of minors, other than from circumstances described in number 3 above, the Resident shall give the Authority in the appropriate case:
  - a. A certified copy of all court orders granting custody to the Resident or Household Member; or
  - b. Certified proof of foster care placement with the Resident or Household Member; or
  - c. Other proof of legal custody, or
  - d. A notarized statement by a parent or other person having legal custody giving written permission for the minor to live with the Resident, along with a copy of the minor's birth certificate or other related documentation.
5. Any addition to the household, regardless of age, who claim legal residency or citizenship status must provide the Authority

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with a valid Social Security Number and documentation to verify each number.

The Resident shall be allowed 90 days to provide a Social Security Number and documentation for children under 6 years old. A 90 day extension may be granted if the delay in providing the Social Security Number and verification is due to circumstances outside the Resident's control. Failure to provide Social Security Numbers could lead to termination from the program.

6. The Authority shall not approve any adult addition to the family who, if as part of an applicant family, would cause the Authority to deny the admission of that family to the Authority's public housing program. Specifically, without limitation, this shall require the processing of an application by the Authority's application center for the proposed addition that includes the passing of the Authority's criminal screening procedures. With respect to a family's income eligibility, this limitation shall only apply for the first 12 months of occupancy following admission.
7. No additions to the family shall be made once the family has been notified that they will be required to transfer to another specified unit.

D. Live-In Aides

It is the policy of the Housing Authority of the City of Los Angeles to allow a family to have a live-in aid(s) under the following conditions:

1. The person for whom the Live-In Aide is requested is:
  - a. Elderly (Age 62 or Older) or
  - b. Near Elderly (Age 50 – 61); or
  - c. Disabled
    - (1). Has a disability, as defined in 42 U.S.C. 423;
    - (2). Is determined, in accordance with HUD regulations, to have a physical, mental, or emotional impairment that:
      - (a). Is expected to be of long-continued and

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indefinite duration:

- (b). Substantially impedes his or her ability to live independently; and
- (c). Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- (d). Has a developmental disability.

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i). is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii). is manifested before the individual attains age 22;
- (iii). is likely to continue indefinitely;
- (iv). results in substantial functional limitations in 3 or more of the following areas of major life activity:
  - (1). Self-care.
  - (2). Receptive and expressive language.
  - (3). Learning.
  - (4). Mobility.
  - (5). Self-direction.
  - (6). Capacity for independent living.
  - (7). Economic self-sufficiency; and
  - (8). Reflects the individual's need for a combination and sequence of special,

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interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

- d. Is none of the above, but is still an individual with handicaps as defined in 24 CFR 8.3.
- 2. Any individual that is proposed to become a live-in aide:
  - a. Must be determined to be essential to the care and well-being of the person(s);
  - b. Must not be obligated for the support of the person(s), (example: spouses, registered Domestic Partners, and minor dependants of family member); and
  - c. Would not be living in the unit except to provide the necessary supportive services, as determined from RE 36C & RE 36D.
  - d. Any individual that is proposed to become a live-in aide must pass that program's requirements as it pertains to criminal background checks. Any adult family member of a live-in-aide who will be residing in the unit, must also pass the program's screening requirements.
- 3. The procedures used to verify the need of a live-in aide are found in MPP 201:1H
- 4. For occupancy standards regarding live-in aides, see Section III (3) of this document.
- E. Family Break-up

In the event when the head and co-head break up, the individual entitled to the interest of the unit will be determined by the parties involved or legal settlement, if any.

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**X. THE DEATH OF THE RESIDENT AND STATUS OF THE REMAINING HOUSEHOLD MEMBERS**

- A. For the purposes of this section governing the status of the remaining Household Members, when the sole Resident dies, the terms “Resident”, “Household Member” and “Residence” shall have the same meaning as set forth in the Authority’s *Public Housing Rental Agreement*.
- B. When (i) a Resident to a *Public Housing Rental Agreement* dies, (ii) there is no one else with a Resident status on the Rental Agreement, and (iii) there is at least one adult Household Member in possession of the Residence, the Authority shall execute a new Public Housing Rental Agreement with the remaining adult family member(s), provided the remaining family member(s) meet the then existing admission requirements to the Authority’s public housing program (it is up to the household member(s) to determine who will be head and/or co-head). Any other additions to the household at that time shall be as household members only.

Specifically, without limitation, this shall require the processing of an application by the Authority’s application center and the passing of the Authority’s criminal screening procedures by all remaining adult Household Members.

- C. Where the Resident to a *Public Housing Rental Agreement* dies leaving only minor Household Members in possession of the Residence, the Authority shall execute a new *Public Housing Rental Agreement* with any court appointed guardian of such minors, providing such guardian, and their family (if any), meet the then existing admission requirements to the Authority’s public housing program. Specifically, without limitation, this shall require the processing of an application by the Authority’s application center and the passing of the Authority’s criminal screening procedures by all proposed adult occupants of the Residence. The Guardian(s) will be the Resident(s) (Head and Co-Head of Households). All other additions to the household at that time shall be as household members only.

**XI. THE STATUS OF THE REMAINING HOUSEHOLD MEMBERS WHEN THE RESIDENT IS PERMANENTLY PLACED IN A NURSING/RETIREMENT HOME/BOARD & CARE OR OTHERWISE INVOLUNTARILY REMOVED FROM THE UNIT**



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When (i) a Resident to a Public Housing Rental Agreement is permanently placed in a Nursing/Retirement Home (Board & Care) or similar facility or is unable to return to the rental unit for other involuntary reasons, as long as the involuntary reason does not make the Resident otherwise ineligible for admission; and (ii) the Resident gives up his/her rights in writing or the facility or other third party has verified that the individual will not be returning to the unit, (iii) there is no one else with a Resident status on the Rental Agreement, and (iv) there is at least one adult Household Member in possession of the Residence, the Authority shall execute a new Public Housing Rental Agreement with the remaining adult family member(s), provided the remaining family member(s) meet the then existing admission requirements to the Authority's public housing program (it is up to the household member(s) to determine who will be head and/or co-head). Specifically, without limitation, this shall require the processing of an application by the Authority's application center and the passing of the Authority's criminal screening procedures by all remaining adult Household Members. Any other additions to the household at that time shall be as household members only. Nothing in the section shall be construed as affecting the rights under VAWA for the remaining family member(s).

**XII. COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT**

This section establishes the policy for verification of resident compliance with the requirement for participation in community service or self-sufficiency programs.

**A. Purpose**

1. The Housing Authority is required to adhere to the statutes and regulations established by the Congress of the United States and the Department of Housing and Urban Development.
2. Effective January 1, 2001, as part of the Housing Reform Act of 1998, and in accordance with provisions, therein, all adult residents of HACLA public housing developments, who do not fall under any of the prescribed exemptions, are required to perform eight (8) hours a month of community service and/or self-sufficiency activities. (Title 24 of the Code of Federal Regulations, Part 960, subparts 600, 601, 603, and 605).
3. Third-party verification of involvement in such activity is to be made available to the HACLA upon resident's annual review. Third party verification includes verification of adult residents exemption status.

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B. Applicability

1. This policy is applicable to all adult residents (head of household, spouse and household member age 18 years or older) of HACLA public housing sites, *except* for those household members who fall into one or more of the exempted categories listed in Section III, definition.
2. The eight (8) hours may be made up of a combination of community service and/or self-sufficiency activities.

C. Definitions

1. **Community Service:** The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.
2. **Exempt individuals:** Individuals exempt from this requirement include those adults who are:
  - a. 62 years of age or older;
  - b. Blind;
  - c. Disabled (as defined in #4 below);
  - d. Is the primary caregiver to someone 62 years or older, blind or disabled;
  - e. Is engaged in work activities (as defined in Section III C);
  - f. Is exempt from the CalWORKS or other State of California's Welfare-to-Work program, or
  - g. Is a participant in a Welfare-to-Work program and is in compliance with the requirements of such program.
3. **Work Activity:** Participation in one or more of the following activities constitutes work activity.
  - a. Unsubsidized employment;
  - b. Subsidized private or public employment;
  - c. On the job training;
  - d. Job search;
  - e. Job readiness;
  - f. Community service programs;
  - g. Vocational education training;
  - h. Education directly related to employment for residents

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without a high school diploma or GED;

- i. Satisfactory attendance at a secondary school, or
- j. Provision of childcare services to a resident participating in a community service program.

- 4. Disabled: For the purpose of this requirement, “disability” means the “inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months.” (42 USC 416(i)(1))
- 5. Economic self-sufficiency program: Any approved program designed to encourage, assist, train, or facilitate the economic independence of participants.

**D. Example of Acceptable Community Service Activities**

HACLA non-exempt adult residents may satisfy this requirement by providing volunteer service to the following types of programs:

- 1. Youth programs: this may include preschool programs, child care, and after-school programs;
- 2. Local elementary school (i.e.: PTO/PTA, or other activities as needed);
- 3. Participation on Resident Advisory Council, Resident Management Corporations, Resident Advisory Board, or;
- 4. On-going volunteering with other community based non-profit organizations (may include faith-based institutions).

**E. Example of Acceptable Self-Sufficiency Activities**

Adult HACLA residents may satisfy this requirement by participating in self-sufficiency activities such as:

- 1. Programs for job training or on-the-job training including apprenticeships;
- 2. Work Experience programs;
- 3. Employment counseling;
- 4. Work placement;
- 5. Basic skills training;
- 6. Education (such as those leading to a GED, other degrees or employment possibilities);
- 7. English proficiency;
- 8. Workfare;
- 9. Financial or household management, and

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10. Any program necessary to ready a participant for work (including a substance abuse or mental health treatment program) or other work.

F. Verification

1. All adult residents of HACLA public housing sites must provide verification of either compliance with this requirement or exemption. Verification of compliance may include:
  - a. Completion of the appropriate HACLA form;
  - b. Copy of school enrollment confirmation;
  - c. Copy of most recent paycheck stub;
  - d. Copy of participation compliance with CalWORKS (welfare) or other welfare-to-work activities, or
  - e. Other third party verification.
2. Date of verification documentation must be at least 30 days before the date of the annual lease review.
3. Exemption status for those members over the age of 62 years old or disabled as defined by Section C 4 above will not be reverified annually.

G. Execution of Revised Rental Agreement

1. Beginning with reexaminations effective January 1, 2001, all residents are required to sign a revised Rental Agreement. The term of the lease will be 12 months.
2. One of the requirements for the Housing Authority to renew the Rental Agreement for another term of 12 months is to be in compliance with the community service requirements set forth in this Chapter.

H. Compliance Review

1. Beginning January 1, 2002, all adult residents of HACLA public housing sites will be required to provide documentation confirming compliance with or exemption from the community service provision within 30 days of the date of lease renewal.
2. At the time of the annual recertification, the HACLA will provide the family a list of adult household members' status as to exemption from, in compliance with, or need to comply with the

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community service regulation and will provide instructions as to how household members may come into compliance or claim exemption from this provision.

3. Non-exempt adult household member and the Resident will sign a written plan of action in concordance with the development management indicating how they will come into compliance. This is to include additional hours needed to make up for the hours not served while in non-compliance retroactive to the first annual reexamination after January 1, 2002.
4. If the HACLA determines that a family member is in non-compliance with this provision, the resident will be provided the following:
  - a. Notification of the non-compliance;
  - b. A statement that HACLA will not renew the lease at the end of the 12-month term unless the non-compliant adult performs according to the written agreement;
  - c. That the resident may request a grievance procedure to address the issue of non-renewal of the lease.
5. Refusal to develop and adhere to a plan of action will result in non-renewal of the lease.

**XIII. RENTAL AGREEMENT TERMINATION AND EVICTION**

A. Notice of Rental Agreement Termination

Except for an eviction where pursuant to the Grievance Policy the resident is not entitled to a grievance hearing, no resident will be evicted without the HACLA first providing that resident with a written Notice of Rental Agreement Termination in which is stated the reason(s) for the termination and advising the resident of his/her right to request a hearing in writing in accordance with the Resident Grievance Procedure. Following delivery of the Notice of Rental Agreement Termination, the resident will be given an opportunity to present a written reply or explanation concerning the HACLA's reasons for terminating the lease.

Except as noted above, judicial eviction proceedings will not begin until the period specified in the Notice of Rental Agreement Termination has passed or the Grievance Procedure has been

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completed, whichever is appropriate.

B. Eviction

The HACLA shall give written notice of termination of the Rental Agreement only for good cause which includes, but is not limited to, serious or repeated interference with the rights of other residents, serious or repeated damages to the premises, creation or maintenance of a threat to the health or safety of other residents or HACLA's employees, non-payment of rent, or serious or repeated violations of the material terms of the Rental Agreement.

- C. Upon the vacate of a HACLA owned unit due to violation of the Rental Agreement and/or Eviction, the HACLA will input information regarding the lease termination into HUD's EIV database of debts owed to public housing agencies and adverse information of former participants. Information inputted include: the amount of any balance owed the HACLA and/or any payment agreement; whether or not a former resident has defaulted on a repayment agreement or if the HACLA has obtained a judgment against a former resident; and the negative reason(s) for the resident's end of participation.

#### **XIV. DISASTER VICTIMS**

- A. In response to a disaster, HACLA may use available community area space or vacant units to meet the immediate shelter needs of those affected by the disaster, regardless of their eligibility for public housing. This does not constitute an admission.
- B. HACLA may use public housing units as temporary shelter only for the duration of the emergency.
- C. Such efforts should be coordinated with the Federal Emergency Management Agency (FEMA) or with state or local emergency organizations or with private relief organizations such as the Red Cross.
- D. The family is to be charged rent based on HUD regulations.
- E. For admissions purposes, disaster victims must be processed like any other applicant. The family must meet the eligibility requirements, undergo the required screening and verification process, and, if determined to be eligible, offered housing in accordance with existing policies and procedures.

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- F. Applicants on the waiting list, whether disaster victims or not, shall have a priority for vacant, habitable units over disaster victims who are not qualified for public housing.