

Port Gamble S’Klallam Housing Authority

Eligibility, Admission & Occupancy Policies & Procedures

Policy Statement

The Board of Commissioners (Board) of the Port Gamble S’Klallam Housing Authority (PGSHA) recognizes the need to set forth the approach for determining eligibility and admission to housing owned and operated by the PGSHA along with selection criteria for other affordable housing programs the PGSHA may administer. The Board also recognizes the need to establish occupancy standards for housing units owned, operated, or managed by the PGSHA.

All of the procedures regarding eligibility, admission and occupancy are to be in compliance with Title II of the Native American Housing and Self-Determination Act (NAHASDA) and the Final Rule (24 CFR 1000) implementing NAHASDA along with any other Federal, state, or tribal laws or regulations applicable to any other PGSHA housing assistance programs including the State of Washington’s Housing Trust Fund and Low-Income Housing Tax Credit programs. This policy and procedures are intended to be fair and equitable to all applicants and residents participating in PGSHA’s housing assistance programs.

1. Definitions

a. Accessible Unit

1. A housing unit located on an accessible route that can be approached, entered, and used by a person with disabilities;
2. A unit that is adaptable and otherwise in compliance with the Uniform Federal Accessibility Standards (see 24 C.F.R. Part 40);
3. A unit that is altered for the use by a specific qualified person with disabilities and meets the requirements of applicable standards that address the particular disability or impairment of such person.

b. Adjusted Income

1. The term ‘adjusted income’ means the annual income that remains after excluding the following amounts as described in Section 4 of NAHASDA and the regulations at 24 CFR 1000 along with any other applicable laws and regulations.

(A). YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES- \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-

- (i) who is under 18 years of age; or
- (ii) who is--
 - (I) 18 years of age or older; and
 - (II) a person with disabilities or a full-time student.

(B). ELDERLY AND DISABLED FAMILIES- \$400 for an elderly or disabled family.

(C). MEDICAL AND ATTENDANT EXPENSES- The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of--

- (i) medical expenses, in the case of an elderly or disabled family; and
- (ii) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.

(D). CHILDCARE EXPENSES- Child care expenses for the care of children under the age of 13 to the extent necessary to enable another member of the family to be employed or to further his or her education. The expenses deducted cannot exceed the amount received from employment.

(E). EARNED INCOME OF MINORS- The amount of any earned income of any member of the family who is less than 18 years of age.

(F). TRAVEL EXPENSES- Excessive travel expenses, not to exceed \$25 per family per week if a full-time commuting student or a permanent employee driving at least 60 miles roundtrip to and from the place of employment or educational institution.

(G). DISTRIBUTIONS TO ELDERS- Periodic payments distributed to PGST elderly families.

(H). GENERAL WELFARE EXCLUSION ACT BENEFITS- The value of any General Welfare Exclusion Act benefits received.

c. Admission

1. Admission means admission to occupy assisted housing units owned or managed by the PGSHA.

d. Annual Income

1. For this policy, annual income shall be the same as annual income as defined for HUD's Section 8 programs described at 24 CFR Part 5, Subpart F, Section 5.609 (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation

of net family assets). The most current definition of annual income shall be attached as an addendum to this policy.

2. Section 4 (9) of NAHASDA states that the following amounts may not be considered as income:
 - (a) Any amounts not actually received by the family.
 - (b) Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act. This relates to certain amounts received from the United States that are attributable to underpayments of benefits due for one or more prior months under the Social Security Act.
 - (c) Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the Department of Veterans Affairs by a family for service-related disabilities of a member of the family, and survivor benefits.
3. Also, the following sources of income shall not be included as income:
 - (a) Per Capita payments derived from oil and gas or other trust revenues actually received by tribal members, but only to the extent that such payments, in the aggregate, exceed \$2,000 per person per year;
 - (b) Per Capita payments derived from judgement funds awarded by the Indian Claims Commission or the United States Court of Claims, but only to the extent that such payments, in the aggregate, exceed \$2,000 per person per year; and
4. If an applicant or participant's annual income is sporadic and not consistent from one year to the next (firefighting, fishing etc.), the PGSHA may use the average annual income earned over the most recent three (3) years when determining eligibility and calculating monthly payments.

e. Criminal Activity

1. Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage including, but not limited to, murder, manslaughter, rape, spousal abuse, child abuse, child sexual abuse, domestic violence, other sexual offenses, stalking, assault, aggravated assault, robbery, burglary, arson, kidnapping and any other felony in the commission of which the perpetrator used force, or used or was armed with a dangerous weapon, or used any explosive or destructive device.

f. Dependent

1. A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student.

g. Disabled Family

1. The term 'disabled family' means a family whose head of household or spouse is a person with disabilities.

h. Elderly Family

1. The term 'elderly family' means a family whose head (or his or her spouse), or whose sole member, is an elderly person. Such term includes two or more elderly persons living together, and one or more such persons living with one or more persons determined by the PGSHA to be essential to their care or well-being.

i. Elderly Person

1. The term 'elderly person' means a person who is at least sixty-two (62) years of age.

j. Elder Unit

1. The term 'elder unit' means a housing unit designed specifically to be occupied by an elderly family or elderly person.

k. Family

1. The term 'family' includes a family with or without children, an elderly family, a disabled family, and a single person who is at least 18 years of age.

l. Full-Time Student

1. The term 'full-time student' means a person who is carrying a subject load that is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

m. Grievance

1. Any complaint against a decision of the PGSHA that is allowed in accordance with the PGSHA's grievance procedures.

n. Guest

1. The term 'guest' means a person temporarily residing in a tenant's housing unit.

o. Head of Household

1. The term 'head of household' means the family member completing the application to participate in a PGSHA assisted housing activity who will be signing an occupancy document and is eighteen (18) years of age or older.

p. HUD

1. The term 'HUD' means the United States Department of Housing and Urban Development.

q. Immediate Family

1. The term 'immediate family' means spouse, children, foster and stepchildren, parents, grandparents, brothers, sisters, and others living in the home. Any dispute arising over the definition of "immediate family" shall be decided by the PGHSA's Executive Director or Assistant Director.

r. Indian

1. The term 'Indian' means any person who is a member of a federally or state recognized Indian tribe.

s. Indian Area

1. The term 'Indian Area' means the area within which the PGSHA operates housing assistance activities as described in PGHA's Indian Housing Plan.

t. Indian Family

1. The term 'Indian Family' means a family with at least one member of the household who is Indian.

u. Indian Tribe

1. The term 'Indian tribe' means a tribe that is a federally recognized tribe or a State recognized tribe.
2. The term 'federally recognized tribe' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services

provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

3. The term 'State recognized tribe' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State.

v. Low Income Family

1. The term 'low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

w. Median Income

1. The term 'median income' means the greater of the median income for PGSHA's Indian area, which HUD shall determine, **or** the median income for the United States.

x. NAHASDA

1. The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.

y. Participant

1. The term 'participant' means a family that has been determined eligible for and admitted to participate in a PGSHA housing assistance program.

z. Person with Disabilities

1. The term 'person with disabilities' means a person who-
 - (1) has a disability as defined in section 223 of the Social Security Act;
 - (2) is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which-
 - (a) is expected to be of long-continued and indefinite duration;
 - (b) substantially impedes his or her ability to live independently; and
 - (c) is of such a nature that such ability could be improved by more suitable housing conditions; or
 - (3) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.
2. The term includes persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual

shall be considered a person with disabilities, for purposes of eligibility for housing assisted under NAHASDA, solely on the basis of any drug or alcohol dependence.

3. For purposes of this definition, the term “physical, mental or emotional impairment” includes, but is not limited to:
 - (i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - (ii) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - (iii) The term “physical, mental, or emotional impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, and emotional illness.

aa. Rent

1. An amount of money to be paid monthly to the PGSHA by participants in the PGSHA’s low-income rental housing programs.

bb. Required Monthly Payment

1. The term ‘required monthly payment’ means the payment amount calculated in accordance with these policies.

cc. Spouse

1. The term ‘spouse’ means the husband, wife, or domestic partner of the head of household, whether of the same or opposite sex as the head of household.

dd. Tribal Member

1. An enrolled member of the Port Gamble S’Klallam Tribe (PGST), formally known as the Port Gamble Indian Community of the Port Gamble Reservation.

ee. Tribal Member Family

1. The term tribal member family means a family with at least one member of the household who is a member of the PGST.

ff. Utilities

1. The term 'utilities' includes electricity, gas, heating fuel, water, sewerage service, septic tank pumping/maintenance, sewer system hookup charges (after development), and trash and garbage collection. Participants are responsible for the costs of utilities. Telephone service is not a utility. Trash and garbage collection as well as the maintenance and repair of any systems are considered maintenance expenses and not utility expenses.

2. Eligibility

a. Fairness and non-discrimination

1. Eligibility for programs and admission to units operated by the PGSHA shall be fair at all times and in all respects. The Board of Commissioners and PGSHA employees shall be fair and impartial in selecting people to participate in PGSHA's housing assistance programs. They are prohibited from making determinations based in whole or in part on family ties, political views, or personal bias.
2. Pursuant to the NAHASDA law and regulations, the PGSHA will comply with the following nondiscrimination requirements, as applicable:
 - (1) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR part 146
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR part 8.
 - (3) The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303).
3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 200d-200d-4), which prohibits discrimination in federally assisted programs, and Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. §§ 3601 et seq.), **do not apply to PGSHA**, and PGSHA's restriction in favor of Indian families is not a violation of any provision of either Title VI or Title VIII.
4. The equal access to HUD-assisted or insured housing requirements in 24 CFR 5.105(a)(2) are applicable requiring that PGSHA's eligibility for housing assistance programs and housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

b. Application

1. All applications for admission to PGSHA housing assistance programs shall be in writing on a form provided by the PGSHA which shall include, at a minimum, the date of application, name and contact information for the applicant and the name of the program(s) in which the applicant seeks to participate.

2. The PGSHA staff member receiving the application shall sign and date the application when it is received at the PGSHA offices.
3. Applications for programs that demand exceeds anticipated availability will be screened for apparent eligibility. Once apparent eligibility has been determined, the applicant will be placed on the appropriate waiting list.
4. Application files will be placed in one of four categories:
 - (a). Eligible: This category contains files of applicants that have met apparent eligibility requirements and have been placed on the appropriate waiting list.
 - (b). Ineligible: This category contains files of applications that have not met the apparent eligibility requirements and have been determined to be ineligible for PGSHA programs.
 - (c). Incomplete/Pending: This category contains files of applications that have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application shall be notified by PGSHA and be given 45 days to submit the missing information. If the information is not submitted in a timely manner, the application shall be placed in an inactive file.
 - (d). Inactive: This category contains files of applications that have not been updated within 12 months and incomplete applications which are not corrected in a timely manner.
5. Applicants are required to update their applications at least annually to remain on the waiting lists. This is the responsibility of the applicant and not the PGSHA. If an applicant fails to update their application by the anniversary date of their original application date, the applicant will be removed from the waiting list and their application placed in an 'inactive file'. If an applicant is placed in an 'inactive file', the applicant will be required to submit a new application for housing assistance.

c. Eligibility Criteria

1. To be eligible for housing assistance programs operated by PGSHA, an applicant must meet the following requirements:
 - (1). Qualify as a family.
 - (2). Meet the low-income requirements.
 - (3). Demonstrate that they are willing and able to meet the obligations of participating in the program and that they have a minimum monthly income to meet the current year utility allowance per month, per applicable bedroom size, annualized.

- (4) If an applicant or a member of the applicant's household listed on the application is registered under the Sex Offender laws in the State of Washington or the tribe's Law Enforcement Code, the applicant will be determined ineligible.
- (5) The Executive Director or Assistant Director **may** determine an applicant to be ineligible if the applicant has any history of criminal activity involving violent criminal activity or other criminal acts which would be damaging to the health, safety or welfare of their own family or other residents in the last 7 years.
- (6) Applicants who owe money to the PGSHA will not be eligible for housing assistance until the owed money is paid in full to the PGSHA.

d. Apparent Eligibility Criteria

1. Qualify as a family.
2. If an applicant or member of the applicant's household listed on the application is registered under the Sex Offender laws in the State of Washington or the tribe's Law Enforcement Code, the applicant will be determined ineligible.
3. Applicants who owe money to the PGSHA will not be eligible until the money is paid in full to the PGSHA.

e. Verification of Eligibility

1. The PGSHA shall verify information provided by applicants through employers or other appropriate means.
2. Applicants shall sign a release of information form allowing the PGSHA to verify any and all information required to participate in any PGSHA housing assistance program.
3. False, fraudulent, or misleading applications, or refusal of an applicant to allow the PGSHA to obtain the necessary information, will prevent the applicant from being eligible to participate in a housing assistance program until such time as the necessary documentation is provided.
4. It is the responsibility of the applicant to notify the PGSHA if any of the information on the original application changes, including changes in family status and change of address. If the applicant does not update his/her application when there is change of address, it will not be the PGSHA's responsibility to locate the applicant if the applicant does not respond to any correspondence sent to the applicant to the address listed on the application. If the applicant does not respond within the time frame stated in any correspondence, his/her application will be removed from the waiting list.
5. The PGSHA, in accordance with NAHASDA and 24 CFR 1000.150, may obtain criminal records. The PGSHA may request from the National Crime Information Center, police

departments, and other law enforcement agencies criminal conviction information. PGSHA shall use the criminal conviction information only for determining applicant eligibility, lease enforcement, and eviction actions. The information may be disclosed only to any person who has a job-related need for the information and who is an authorized employee, or representative of the PGSHA. The PGSHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records. The criminal convictions records may only be accessed with the written permission of the PGSHA's Executive Director or Assistant Director and are only to be used for the purposes stated above. Criminal conviction information may be obtained on all adult members of a household who are selected for a housing unit prior to move-in.

6. Applicants are responsible for providing proof of tribal membership if they wish to have tribal or Indian preference in the selection process. Tribal membership must be verified by submitting enrollment verification or a Tribal Enrollment Card.

f. Non low-income families

1. Pursuant to the conditions outlined in 24 CFR 1000.110, the PGSHA may provide assistance to non-low-income families if there are no eligible low-income families on the PGSHA Waiting List.

g. Non-Indian families

1. The PGSHA may provide housing or housing assistance to a non-Indian family if the Board determines that the presence of the family is essential to the well-being of Indian families and the need for housing for the family cannot reasonably be met without such assistance.
2. The determination shall be made by written resolution of the Board before the family may be determined to be eligible.

h. Law Enforcement Officers

1. The PGSHA may provide rental housing or housing assistance for a law enforcement officer, if:
 - (a). The officer:
 - (i) Is employed on a full-time basis by the federal government or a state, county, or other unit of local government, or lawfully recognized tribal government; and
 - ii) In implementing such full-time employment, is sworn to uphold, and make arrests for, violations of federal, state, county, or tribal law; and
 - (b). The Executive Director or Assistant Director may designate housing units to be rented to law enforcement officers if the Executive Director or Assistant Director determines that the presence of the law enforcement officer may deter crime.

(c). The monthly rent for law enforcement officers shall be determined by the Executive Director or Assistant Director.

i. Notification of Eligibility or Ineligibility

1. The designated PGSHA Resident Services Specialist shall promptly notify all applicants who are determined not to be eligible for a program in writing. The notice shall contain a brief description of the reason(s) they were determined to be ineligible and explain his/her right to request, within seven (7) business days from the date of the notice, an informal hearing on the determination of ineligibility.
2. The designated PGSHA Resident Services Specialist shall promptly notify in writing applicants who have been determined eligible.

3. Admissions

a. Written Waiting List

1. When demand for a particular program exceeds anticipated availability, applicants determined to be apparently eligible shall be placed on a written waiting list to be maintained by the designated Resident Services Specialist.
2. Separate waiting lists shall be maintained for each housing assistance program the PGSHA has available, if applicable.
3. Waiting Lists shall be maintained for each size of home the PGSHA owns or manages based on the number of bedrooms. The PGSHA may make exceptions due to unusual circumstances such as the age and sex of children, potential changes in family composition and availability of unit sizes. The following table shall be used as a guide to determine the size of home a family is eligible for based on the number of persons in the family.

<u>Number of Bedrooms in Unit</u>	<u>Number of Persons in Family</u>
1 bedroom	1-3
2 bedroom	2-5
3 bedroom	3-7
4 bedroom	4-9

4. All apparently eligible applicants shall be placed on the appropriate waiting list in descending order based on the date the completed application was received by the PGSHA. Tribal member families shall have preference and be placed on the appropriate waiting lists before non-tribal families.

5. Once placed on a waiting list, the Head of Household cannot be changed to another household member.
6. A separate waiting list shall be maintained for identified elder units. Disabled elderly families shall have preference and be placed on the waiting list before elderly families who aren't disabled families.
7. Waiting list placement does not guarantee admission. Eligibility screening must be completed, and the applicant found eligible upon occupancy.
8. PGSHA's rental assistance programs is limited to enrolled members of the PGST.
9. PGSHA's down payment assistance program is limited to households where the head household or spouse is an enrolled member of the PGST.
10. The Waiting Lists shall be posted in the PGSHA office.

b. Selections

1. When an assisted unit is available for occupancy, the selection of apparently eligible applicants from a Waiting List shall be made by a designated Resident Services Specialist.
2. The designated Resident Services Specialist shall be responsible for notifying applicants in writing when they have been selected for occupancy. The applicant will have five (5) business days to respond from the date they received the offer.
3. An applicant who has been selected for occupancy and rejects (i.e., failure to respond, denying, or refusing) the offer of an available housing unit will not lose their place on the applicable waiting list. An applicant who rejects (2) consecutive offers will be moved to the bottom of the applicable waiting list and the date of application will be changed to the date the applicant rejected the second offer.
4. An applicant who has been selected for occupancy and accepts the offer of an available housing unit, will be screened for eligibility for that housing unit (i.e., background checks and income verification).
5. When an applicant has accepted an offer for an available housing unit and successfully completes the screening process, they will be removed from the waiting list upon moving into the assisted unit.
6. On a case-by-case basis, the Board may place an applicant at the top of any waiting list where a bona fide and documented emergency exists. No emergency placements will be considered until such time that the Board has declared that the emergency is medical

in nature and that a housing unit is available, unassigned, and that the occupancy may be temporary in nature.

7. This method of selecting applicants is intended to assure that nepotism is avoided as much as possible during the selection of applicants and that politics and favoritism are also avoided during the selection of applicants.
8. Applicants will always be treated in a respectful manner during the application and selection process.
9. The Board and PGSHA employees shall avoid any conflict of interest during the selection and admission process.
10. The PGSHA reserves the right to close waiting lists and suspend the taking of new applications at any given time.

4. Occupancy

a. Tenant Rental Leases

1. Applicants selected to participate in PGSHA, low-income rental program shall execute a Tenant Rental Lease (lease) with the PGSHA. This lease is a legal document which describes rights, duties, obligations, and responsibilities of the tenant and PGSHA. The lease shall be executed promptly after the applicant has been selected from a waiting list and has been certified (i.e., met all of the eligibility requirements, including income eligibility) at the time the lease is signed. The tenant shall receive a copy of the signed original lease. The head of household will sign the lease and the Executive Director or Assistant Director will sign on behalf of the PGSHA.

b. Calculation of Required Monthly Payments

1. Rent for Low Income Families
 - (a) Rent shall be determined by taking 30% of the tenant's adjusted annual income and dividing by twelve (12).
 - (b) The minimum amount of rent a participant shall have to pay is \$0.
 - (c) The maximum amount of rent a low-income family shall have to pay shall be 40% of HUD established Fair Market Rent (FMR) for Kitsap County. The maximum amount of rent for a low-income family occupying a rental unit identified as Project #44-05 shall be 35% of HUD established Fair Market Rent (FMR) for Kitsap County.
2. Non-Low Income Families
 - (a) The required monthly payment (rent of homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family shall not be less than: (income of non-low-income family/income of family at 80% of median income) X (payment of

family at 80% of median income) but need not exceed HUD-determined Fair Market Rent value of the unit.

c. Recertification

1. Tenants are required to be recertified annually to determine eligibility for continued occupancy. The time period for when tenants are to be recertified shall be determined by the PGSHA.

d. Rental Program Requirements

1. A security deposit must be paid by all tenants but may be paid either in full at the time of signing the lease or in equal installments over a period of five (5) months if approved by the Resident Services Specialist. The amount of the security deposit shall be \$500.
2. Security deposits shall be kept in a separate account by the PGSHA. The security deposit shall not be used except in the situation where a tenant has moved out and owes the PGSHA past rents or where the tenant has moved out and there is damage to the property that must be repaired or where the participant has other outstanding charges owed by the participant.
3. Security deposits shall be returned to the tenant where the tenant has moved out and all past rents are paid and where the tenant has moved out and the premises is left in a reasonably clean standard with no damage other than ordinary wear and tear as determined by the PGSHA.
4. Upon termination of the lease and after the tenant returns the keys to the PGSHA, the PGSHA shall forward to the vacating tenant a written accounting of the use of the security deposit plus a check for the unused amount.
5. The amount of the required Security Deposit shall be included in the tenant's lease.
6. At any time when the tenant's income decreases or family composition changes during occupancy, the tenant is to notify the PGSHA within thirty (30) days of the change so that the rents may be recalculated (interim recertification), if necessary. In any event, all tenants in any PGSHA's low-income rental program shall be recertified annually. Such recertification shall include verifying anticipated income and any changes in family composition.
7. For rent decreases resulting from interim recertifications, the adjustment will become effective on the first day of the month following the report of a change of circumstances.

If the PGSHA determines that the tenant has willfully misrepresented or withheld the facts upon which the rent is based, or has not promptly reported the increase as required, an increase in rent may be retroactive to a date that the PGSHA will determine.

8. A tenant who defaults upon his/her obligations to pay rent or who violates any law or provision of the lease may be evicted in accordance with the PGSHA's Collection and Termination Policy.

e. Inspections

1. The PGSHA shall conduct a complete interior and exterior routine inspection of each owned or managed unit periodically as described in the PGSHA's adopted maintenance policies and procedures.

f. Transfers

1. The PGSHA shall allow transferring a participant currently occupying an existing housing unit to a vacant housing unit, and may be required when:
 - (a) the number of members of a family has changed so that the housing unit occupied is no longer appropriate. The family may be allowed to move to a vacant housing unit of appropriate size, if available.
 - (b) upon request, an elderly or disabled family currently occupying a housing unit that is not identified as an elderly unit may be allowed to transfer to a housing unit identified as an elderly unit or accessible unit.
 - (c) administrative transfers within project sites or between project sites to allow a person with disabilities to reside in an accessible unit may be allowed provided the current tenant of the accessible unit is provided 30 days notice and there is a vacant unit available for the tenant to occupy.
 - (d) administrative transfers within sites or between sites to correct serious occupancy standards problems may be allowed.
 - (e) tenants who owe the PGSHA money or are in violation of any provisions in their tenant rental lease shall not be eligible for a transfer.
2. If a participant currently occupying an existing housing unit requests to transfer to another unit they would be eligible for and one is not currently vacant, they will be placed on the designated waiting list with the date the transfer is approved.

g. Determination of Successor Upon Death of Tenant

1. If a head of household dies, the PGSHA may designate a successor to the low-income rental program unit if such person qualifies as a low-income rental program tenant:

2. If no appropriate and eligible successor can be determined, PGSHA shall terminate the lease and assign the unit to the first eligible person on the waiting list.

h. Vacating Units

1. When tenants wish to terminate their rental lease with the PGSHA, the timeline for the sequence of events shall be as follows:
 - (a) The tenant provides the PGSHA with 30 days written notice of their intention to terminate their lease.
 - (b) PGSHA staff schedules an inspection within five (5) days of when the PGSHA receives the notice of termination.
 - (c) Within five (5) working days from the unit's inspection, PGSHA provides:
 1. Tenant with a list of repairs and/or maintenance to be performed.
 2. Tenant with a list of repairs and/or maintenance for which they will be charged.
 - (d) Move out inspection is performed at the time of vacancy by the PGSHA staff and the tenant, if the tenant chooses to participate. Remaining repairs/maintenance will be noted at this time.
 - (e) If a resident has not completed their maintenance and repairs prior to move out, the PGSHA will arrange to have the repairs made as soon as they can be scheduled.
 - (f) Residents will be notified by mail of the actual cost of repairs and other move out expenses.
2. Any amounts to be charged to residents for maintenance and/or repairs will be based on the PGSHA's actual costs. If applicable, the cost of disposition of personal property after the tenant vacates a unit will be charged to tenant's accounts.

i. Rules of Occupancy

1. The following rules for occupancy shall be included as an addendum to the PGSHA Tenant Rental Lease (Lease). In the event a tenant violates any of these rules of occupancy, it is a violation of the lease for which the tenant's Lease may be terminated.
2. There shall be no loud parties, gatherings or disturbances in the house or yard between the hours of 10 p.m. and 8 a.m.
3. The use of tobacco products is prohibited inside any PGSHA unit or community building owned by PGSHA. Prohibited tobacco products include cigarettes, cigars, pipes, water pipes (hookahs), or any items that involve the ignition and burning of tobacco leaves.

4. In the event of a conviction of any household member for the sale of controlled substance, the tenant's Lease may be terminated.
5. Vehicle Restrictions
 - (a) Inoperable Vehicles: Inoperable vehicles, vehicles with expired tags, or vehicle parts may not be stored or left on the unit property, including the driveway or yard, or anywhere within PGSHA neighborhoods.
 - (b) Parking Restrictions: Tenant parking is restricted to the tenant's driveway, carport, or garage. Vehicles may not be parked in such a way as to extend into the street, restrict traffic flow, or impede access from emergency vehicles or other tenants. Vehicles may not be parked in yards of the property or in lawns of common areas. This applies to tenants, household members, and their guests.
 - (c) Violations: Tenants will receive a 14-day notice to remove improperly parked or inoperable vehicles. If the tenant fails to move vehicle(s), a Noncompliance will be issued, and the vehicle(s) may be towed at the expense of the tenant.
6. Boats, boat trailers, and any fisheries related gear must be kept clean and must not pose a safety or health hazard to the community. Boats and boat trailers are subject to the Vehicle Restrictions.
7. Tenants shall keep the interior and exterior of the house in a clean and sanitary condition at all times.
8. Tenants shall deposit all garbage, trash, and rubbish in a suitable receptacle and keep the receptacle in the area provided. Garbage and rubbish must not be burned and will not be allowed to accumulate in or around a house or neighboring yards.
9. Tenants are responsible for their children or the children of any guests or other residents of the home.
10. Tenants may not take in boarders or sublease their leased unit or turn over the unit to another person without the PGHSA's approval.
11. Guests of tenants may reside in PGSHA unit or on the property for no more than 45 total days during any calendar year. After that time, the PGSHA will consider the guest an unauthorized occupant. If a tenant wishes to add a guest to the list of household occupants, the tenant must submit a request to PGSHA and the guest must complete all required tenant eligibility requirements including a criminal background check and verification of income. If the guest is approved to be listed on the tenant's household occupants, the amount of the tenant's monthly payment may be recalculated.

12. Tenants shall not allow mobile dwellings such as mobile homes, motor homes, campers, etc. to be located on their property unless the mobile dwelling is owned by the tenant and used for recreational purposes only.
13. Inflammable products such as gasoline, turpentine or paint thinner, solvents and other like items, must not be kept in the unit.
14. A tenant who leaves their unit for a period in excess of 30 days without notifying the PGSHA is deemed to have abandoned the unit. In such instances of abandonment, a tenant's Lease may be automatically terminated. The PGSHA shall not be responsible for property left in an abandoned unit.
15. It shall be the responsibility of the tenant to provide any and all utilities to the unit, including deposits.
16. Tenants and members of his/her household and guests shall comply with all laws and codes affecting the use or occupancy of the premises.
17. Plumbing, electrical or heating and cooling equipment shall not be used for any purpose other than those for which they are intended.
18. Tenants and members of his/her household and guests shall not maliciously or intentionally damage or destroy public or private property in or around the premises.
19. The PGSHA will not be responsible for any damage caused to a tenant's personal property. Tenants are encouraged to obtain personal property or renter's insurance coverage to help protect the tenants and their personal possessions.
20. No tenant, member of tenant's household, or guest of either may discharge a firearm in or around any PGSHA project area, threaten to discharge a firearm, or make a firearm-related threat against any person. If the PGST Police Dept. receives and verifies that a tenant, any member of the tenant's family, or a guest of either, has discharged a firearm, threatened to discharge a firearm, or made any other threats while possessing a firearm, the PGSHA shall terminate the tenant's Lease pursuant to the expedited termination provisions of the PGSHA's Collection and Termination Policy.
21. Tenants are required to comply with Title 13, Chapter 3, Animal Control, of the PGST's Law and Order Code and the PGSHA's adopted pet control policy. Dogs and other pets are the responsibility of the owner. Pursuant to the PGST's Animal Control Code, owners are responsible for any damage to persons or property caused by any animal they own.

22. Tenants shall not keep livestock or fowl in or around the housing unit, whether confined within a secure enclosure or free-range. The term “livestock” includes, but is not limited to, cattle, sheep, pigs, goats, horses, donkeys, and mules. The term “fowl” includes, but is not limited to, chickens, ducks, geese, turkeys, and pheasants.

5. Addendums

1. Definition of annual income
2. Rules of Occupancy

Addendum 1

Definition of Annual Income

<https://www.ecfr.gov/current/title-24/subtitle-A/part-5/subpart-F/subject-group-ECFR174c6349abd095d/section-5.609>

1. **Annual Income** is the income a family anticipates to receive during the twelve (12) months following the effective date of the initial determination or reexamination of income. Annual income means all amounts, monetary or not, which:
 - (a) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (c) Which are not specifically excluded in paragraph (c) of this section.
 - (d) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
2. **Annual Income” includes, but is not limited to the following:**
 - (a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
 - (b) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (c) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in [paragraph \(b\)\(2\)](#) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
 - (d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum or prospective monthly amounts for the delayed start of a periodic amount (except as provided in [paragraph \(c\)\(14\)](#) of this section);

(e) Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation, and severance pay (except as provided in [paragraph \(c\)\(3\)](#) of this section);

(f) Welfare assistance payments including:

1. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at [45 CFR 260.31](#); and

(B) Are not otherwise excluded under [paragraph \(c\)](#) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(g) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the housing unit; provided however, that consideration of alimony and child support payments shall be limited to payments actually received in the preceding year;

(h) All regular pay, special pay, and allowances of a member of the Armed Forces, to the extent that such are not excepted below; and

(i) Per Capita payments derived from oil and gas or other trust revenues actually received by tribal members, but only to the extent that such payments, in the aggregate, exceed \$2,000 per person per year;

(j) Per Capita payments derived from judgement funds awarded by the Indian Claims

(k) Commission or the United States Court of Claims, but only to the extent that such payments, in the aggregate, exceed \$2,000 per person per year; and

(l) Per Capita payments derived from gaming revenues and paid out pursuant to an approved Revenue Allocation Plan, if any.

2. "Annual Income" does not include the following:

a. Income from employment of children (including foster children) under the age of eighteen years;

b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the Participant Family, who are unable to live alone) including, but not limited to, children placed in the home through the Tribe's kinship care programs;

- c.** Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- d.** Amounts received by the Family that are specifically for, or in reimbursement of, the cost of medical expenses for any Family member;
- e.** Income of a Live-In Aide;
- f.** The full amount of student financial assistance paid directly to the student or to the educational institution;
- g.** The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- h.** Amounts received under training programs funded by HUD;
- i.** Amounts received by a Person with Disabilities, which amounts are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan for Achieving Self-Support;
- j.** Amounts received by a Participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- k.** Amounts received under a resident service stipend, not to exceed \$200 per month, received by a PGSHA resident for performing a service for PGSHA, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- l.** Incremental earnings and benefits resulting to any Family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- m.** Temporary, nonrecurring, or sporadic income (including gifts);
- n.** Earnings in excess of \$480 for each full-time student eighteen years or older (excluding the head of household and Spouse);
- o.** Adoption assistance payments in excess of \$480 per adopted child;
- p.** Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, ; or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- q.** Amounts received by the Family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;

- r.** Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled Family member at home;
- s.** The first \$2,000 of the aggregate annual amount paid to a tribal member as Per Capita payments paid from a tribe's oil and gas or other trust revenue; provided however, such Per Capita payments may be considered income when determining capacity to pay monthly payments or rent;
- t.** The first \$2,000 of the aggregate annual amount paid to a tribal member as Per Capita payments paid from judgement funds awarded by the Indian Claims Commission or the United States Court of Claims; provided however, such Per Capita payments may be considered income when determining capacity to pay monthly payments or rent;
- u.** Per Capita payment placed in trust for juveniles or incapacitated adults; provided however, such Per Capita payments may be considered income when determining capacity to pay monthly payments or rent;
- v.** Any amounts received by the family as compensation for a military-service related disability under 38 U.S.C. Chapter 11, or as dependency and indemnity compensation for military-service related death under 38 U.S.C. Chapter 13; provided however, such amounts may be considered income when determining capacity to pay monthly payments or rent; or
- w.** Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs; provided that a notice is published from time to time in the Federal Register and distributed to recipients identifying the benefits that qualify for this exclusion; provided further that updates will be published and distributed when necessary.

Addendum 2

Rules of Occupancy