

Admissions and Continued Occupancy Policy for the Low Rent Public Housing Program

The Orlando Housing Authority

Revised: January 31, 2024

PROPOSED RESOLUTION NO.: 3522
APPROVAL AND AUTHORIZATION TO AMEND
THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)
TO OPERATE ACCORDING TO THE MOVING TO WORK PLAN

WHEREAS, the Housing Authority of the City of Orlando (OHA), Florida’s Board of Commissioners and staff are committed to its mission, “To offer a choice of safe and affordable housing options and opportunities for economic independence for residents of Orlando and Orange County,” and

WHEREAS, On January 29, 2010, U.S. Housing and Urban Development (HUD) Assistant Secretary, Sandra B. Henriquez, announced that the Housing Authority of the City of Orlando, FL was selected for HUD's Moving To Work (MTW) Demonstration Program, and

WHEREAS, HUD authorized public housing authorities (PHA) to administer a Public Housing Program through the use of its Admissions and Continued Occupancy Policy, and

WHEREAS, the Admissions and Continued Occupancy Policy outlines policies on matters in which OHA has discretion and to establish local policies, and

WHEREAS, MTW is a demonstration program for PHAs that provides them the opportunity to design and test innovative, locally-designed strategies that accomplish at least one of three statutory objectives: (1) use Federal dollars more efficiently, (2) help residents find employment and become self-sufficient, and (3) increase housing choices for low-income families, and

WHEREAS, MTW gives PHAs exemptions from many existing public housing and voucher rules and more flexibility in the use of Federal funds, and

WHEREAS, the MTW demonstration requires PHAs to submit an annual plan that outlines proposed strategies that utilize MTW flexibilities in order to accomplish one of the three statutory objectives, and

WHEREAS, OHA has submitted the following plans to HUD outlining changes that may affect certain policies outlined in the ACOP:

Year 1	FY12	January 1, 2011 to March 31, 2012
Year 2	FY 13	April 1, 2012 to March 31, 2013
Year 3	FY 14	April 1, 2013 to March 31, 2014
Year 4	FY 15	April 1, 2014 to March 31, 2015
Year 5	FY 16	April 1, 2015 to March 31, 2016
Year 6	FY 17	April 1, 2016 to March 31, 2017


WHEREAS, the Orlando Housing Authority’s Moving to Work Plan for years one through six and any plans submitted in the future are incorporated into the Admissions and Continued Occupancy Policy by reference, and




WHEREAS, the OHA MTW Plans are available for review on the OHA website, www.orl-oha.org, and

WHEREAS, it is in the best interest of the Orlando Housing Authority to operate according to its Admissions and Continued Occupancy Policy and its Moving to Work Plan. In the case of a conflict, the MTW Plan governs.

NOW, THEREFORE, BE IT RESOLVED that the Housing Authority of the City of Orlando, Florida's Board of Commissioners approve and authorize Amendment to the Admissions and Continued Occupancy Policy to operate according to the Moving to Work Plan and authorize the President/CEO to negotiate, execute agreements and make changes that are not substantial.



VIVIAN BRYANT, ESQ.
PRESIDENT/CEO



ED CARSON
CHAIR

February 4, 2016
DATE



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Chapter 1

PURPOSE AND GENERAL POLICIES

A. Purpose of the Admissions and Continued Occupancy Plan (ACOP)

The United States Department of Housing and Urban Development (HUD) requires each Public Housing Agency (PHA) administering Low Rent Public Housing programs under the United States Housing Act of 1937, as amended (42 U.S.C. I 437f), to adopt a written Admissions and Continued Occupancy Plan and a Tenant Selection and Assignment Plan, hereafter referred to as the LRPH Admissions and Continued Occupancy Plan (ACOP), which establishes local policies for administration of the programs in accordance with HUD requirements.

The purpose of an Admissions and Continued Occupancy Plan (ACOP) is to state PHA policy on matters for which the PHA has discretion to establish local policies. It is not meant to repeat, nor can it amend, non-discretionary HUD requirements. Such requirements are established by regulations appearing in the Code of Federal Regulations (CFR) and *Federal Register* Notices or other binding program directives.

The principal regulations affecting the LRPH programs are contained in 24 CFR Parts 5 and 912, 913, 942 and 960 and the Annual Contribution Contract [ACC]. For the most part, these regulations carefully and unambiguously define terms, and state what applicants, participants, PHAs, “must” or “shall” do in order to participate in the programs.

In recent years, HUD has provided PHAs an increasing opportunity to develop local approaches to meet certain requirements and to exercise choice as to whether or not to take a specified action. In addition, since HUD regulations and notices do not always specify or provide guidance on “how to” meet each requirement, PHAs have to develop their own implementing instructions for some subjects.

One specific change has been the ruling by HUD General Counsel that ACC units can be operated in properties developed and/or owned by private entities as well those owned and operated by PHAs. The Admissions and Continued Occupancy Plan (ACOP) applies for the most part to these private owners but strictly as it applies to units, which are designated for, use by public housing households and which receive financial support under the PHA’s ACC.

B. Background

The Quality Housing and Work Responsibility Act of 1998 (QHWRA, also referred to as the Public Housing Reform Act or PHRA) repealed or amended various provisions, which had been critical in the operation of LRPH. In 1999, and 2000, HUD promulgated implementing regulations for the program, the most critical of which was the issuance of the Final Rule for

Changes to Admission and Occupancy Requirements dated March 29, 2000. In 2010, the Orlando Housing Authority was designated a Moving to Work (MTW) Agency. The MTW Plan replaced the Public Housing Agency Plan.

C. Required Contents of the Admissions and Continued Occupancy Plan (ACOP)

HUD requires a PHA to include in its Admissions and Continued Occupancy Plan (ACOP) policies on a variety of subjects.

D. Organization of this Admissions and Continued Occupancy Plan (ACOP)

This Admissions and Continued Occupancy Plan (ACOP) is organization to reflect the process flow for the LRPH program. Where a requirement or procedure is non-discretionary, generally, it is not repeated in this Admissions and Continued Occupancy Plan (ACOP). In lieu, the appropriate

Code of Federal Regulations (CFR) citation is provided. The exception is when a repeat of a non-discretionary requirement is necessary in order to clarify an OHA discretionary policy or procedure.

Up dated 4/18/2013



Chapter 2

ELIGIBILITY FOR ADMISSION

OHA will only admit an eligible family to the program. To be eligible, the applicant must be a “family”, must be emancipated as an adult by court actions, 18 years or older, income-eligible, and must be a citizen or a non-citizen who has eligible immigration status as determined in accordance with 24 CFR Part 5 and 960. The definition of a family will be as described in 24 CFR 5 Subpart D.

A. Key Terminology

“Admission to the program” means that OHA has executed a lease agreement with a family. When this occurs, a family moves from “applicant” status to that of “resident”. The requirements pertaining to a program resident differ from those pertaining to an applicant. Denial of admission can occur at any stage, depending on circumstances. OHA may determine, for example, that a family that has completed a pre-application has too high an income to be eligible for the LRP program and not place the family on the PHA waiting list. When verifying information provided by an applicant who is on the waiting list who has been invited to complete a full application, denial of admission to the program would occur when, for example, OHA determines not to declare the family eligible because the applicant would not sign the release form enabling OHA to verify income, or that the applicant provided false information. At a later stage, OHA may deny an applicant admission to the program because even though declared eligible, the family failed to accept a unit within the time period permitted.

B. Discretionary Policies Affecting Admission to the Program

- 1) **Low-income Eligibility.** In addition to the HUD-required income-eligibility factors set forth in 24 CFR 5 Subpart F and 24 CFR 960 Subpart B, OHA, has determined that a low-income family will be considered income-eligible if the head, spouse, or sole member has been continually employed for twelve months.
- 2) **Expanded Definition Of Family.** Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Authority housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in Authority housing. Family also includes: Elderly Family, Near Elderly Family, Disabled Family, Displaced Person, Single Person, the remaining member of a resident family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. [Note that there is a difference between the definition of family and household. So income is determined by examination of the family not of the household]
- 3) **Live-in Aide.** A live-in aide may only reside in the unit with the approval of OHA.
- 4) **Live-in Aide Family Member.** Family members of a “live-in aide” as defined in 24 CFR 5.403 may reside in a unit occupied by one or more elderly persons, or near elderly persons,

or persons with disabilities provided that this does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in aide's family members does not overcrowd the unit.

- 5) **Joint Custody of Children.** Children who are subject to a joint custody agreement will be considered a member of the household of the parent they live with at least 51% of the time (183 days of the year, which do not have to run consecutively).
- 6) **Split households.** When a family on the waiting list splits into two otherwise eligible families due to a divorce or legal separation and the new families both claim the same placement on the waiting list and there is no court determination, the Authority will make the decision regarding who will retain the place on the waiting list, taking into consideration the following factors:
 - a. Which family member applied as head of household;
 - b. Which family unit retains the children or any disabled or elderly members;
 - c. Restrictions that were in place at the time the family applied;
 - d. Role of verified domestic violence in the split.

C. **Denial of Admission**

In addition to HUD-mandated reasons for denial of admission set forth in 24 CFR 5.236, OHA has determined to utilize its authority including the requirements of the Proposed Rule (FR 7/23/99) 24 CFR 5 Subparts I and J, to deny admission to an applicant who:

- 1) **Violates Family Obligations.** OHA will deny admission if the family fails to supply information. ("Information" includes any requested certification, release or other documentation.) that OHA or HUD determines is necessary in the administration of the program, including (a) submission of required evidence of citizenship or eligible immigration status (as required by 24 CFR Part 5) and (b) provision of social security numbers (as required by 24 CFR part 5, subpart B). Any information supplied by the family must be true and complete.
- 2) **Engages in Crime.** The Orlando Housing Authority (OHA) will deny admission to an applicant and/or any member of the household who have been involved in criminal activity within the last five (5) years, as provided by Proposed Rule (FR 7/23/99) 24 CFR 5 Subparts I and J. The 1998 Quality Housing and Work Responsibility Act (QHWRA), as amended. The type criminal activity will be taken into consideration.
- 3) **Has Been Evicted from Federally Assisted Housing.** OHA will deny participation if any member of the family has been evicted from Federally Assisted Housing within the last five (5) years..
- 4) **Has Been Evicted from any property owned and/or managed by the Orlando Housing Authority.** . OHA will deny participation if any member of the family has been evicted from any property that is owned and/or managed by the Orlando Housing Authority within the last five (5) years..

- 5) **Committed Corrupt or Criminal Acts.** OHA will deny participation if any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the last five (5) years of processing their paperwork.
- 6) **Owes Rent to PHA.** OHA will deny participation if the family currently owes rent or other amounts to OHA or another PHA in connection with Section 8 or public housing assistance within five (5) years of the outstanding balance being paid in full..
- 7) **Engages in Abusive Behavior.** OHA will deny participation if any member of the family has engaged in and/or threatened abusive or violent behavior towards OHA personnel within the last five (5) years.
- 8) **Sex Offenders** will be permanently denied admission.
- 9) **Producers of Methamphetamine on OHA Premises or any Federally Assisted Housing** will be permanently denied admission or will be terminated in residence.
- 10) **Persons with a Current or Recent History (within the last five (5) years) and Pattern of Drug and/or Alcohol Abuse** will be denied admission.

D. OHA Discretion to Consider Circumstances.

In determining whether to deny admission because of action or failure to act by members of the applicant family, OHA will consider of the circumstances in each case. This includes considering the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member and the effects of denial of assistance on other family members who were not involved in the action or failure.

Discretion Limitations

Such discretion does not apply to persons evicted from Federally assisted housing within the last five (5) years for drug related or violent criminal activity, sex offenders subject to a lifetime registration requirement, persons convicted of producing Methamphetamine on the premises of assisted housing.

E. Informal Review Procedures for Applicants.

OHA provides an applicant that is denied admission an opportunity to request an informal review of the decision. It is OHA policy that a request for an informal review must be received in writing by the close of the business day, no later than thirty (30) days from the date of OHA's written notice denying admission. Within ten days from the date the request is received, OHA will schedule the informal review.

Generally, the OHA Officer and/or Designee will conduct the review. In the event that either of these persons made or approved the decision under review, a senior OHA staff member not responsible for making or approving the decision will conduct the review.

The applicant will be given the option of presenting oral or written objections to the decision. Both OHA and the family may present evidence and witnesses. The family may use *an* attorney or other representative to assist them at their own expense.

OHA will provide the applicant a written notice of its final decision within ten business days following the review. This notice will include a brief statement of the reasons for the final decision.

F. Denials Based on Immigration Status

If an applicant is denied participation on the basis of ineligible immigration status, the applicant will be provided the opportunity to have an informal “hearing” as described in 24 CFR Part 5, in lieu of the informal review process discussed above that is applicable to denials for other reasons.



Chapter 3

APPLYING FOR ADMISSION

This chapter describes the application process, procedures for opening, closing, and removing applicant names from the waiting list, selecting and admitting applicants and local preferences.

A. Two-Phase Application Process

Families who wish to obtain tenant-based LRPB assistance must provide information to enable OHA to determine whether the family meets the eligibility requirements for admission to the program.

OHA uses a two-phase application process when the waiting list is open (see B. below).

The first phase consists of OHA receiving an “initial” application for assistance. This initial application is referred to as a “pre-application”. Based on the information provided in the pre-application, OHA determines whether the family is apparently eligible for admission and determines the apparent preference category, if any, of the family.

The second phase consists of OHA receiving a “full application” which provides current information on the family’s composition, income and eligibility for any preferences to enable OHA to make a final determination of eligibility for issuance of a voucher. It is at the full application stage that OHA verifies information provided by the applicant. A full application is requested when applicants reach the top of the waiting list (see E. below).

B. Opening/Closing of LRPB Waiting List

Determination of Need

OHA will open the waiting list at such times when the Admissions Department and the Public Housing Department mutually agree that the pool of applicants is insufficient to meet the general demand for units, the specific demand for a special program such as HOPE VI or specific regulatory and other requirements such as targeting and de-concentration. (See Section H below)

It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool of eligible households, which meet the priorities of the agency. Marketing efforts will include outreach to those least likely to apply. Outreach efforts will take into consideration:

- 1) The number of units available or anticipated to be available in the next 12 months by specified program types.
- 2) Progress of the PHA in meeting HUD targeting and de-concentration requirements.
- 3) Progress of the PHA in meeting its program priorities and preferences.
- 4) The characteristics of applicants already on the waiting list and the likelihood that the PHA can meet its targeting requirements de-concentration and program priorities and preferences.

The Authority will periodically assess the factors in order to determine the need for and scope of any marketing efforts.

All move-in and move-outs shall be maintained on a computer log. In addition the property manager shall prepare and submit a refusal form to the Admissions Department. Property manager shall prepare transfer requests and the stated justifications in the request. This is necessary because some transfers take preference over other PHA preferences and thus affect the demand and supply of units.

The property manager shall attempt to document the reason for the move-outs. Admissions Manager and Public Housing Director shall review vacancy and rates when vacancies drops below 98% to determine where problems in the process might be occurring, to evaluate performance times and to agree on corrective actions.

C. Marketing Strategies

Marketing efforts by the PHA shall occur whenever the waiting list is less than the number of applicants anticipated to be placed in the next 12 months by program.

Based on regular analysis, when new applicants are needed on the waiting lists in general or to meet specific targeting and priority goals, Admission Manager will develop a marketing program acceptable to PHA Director and approved by the Executive Director. This program will require a specific delineation of the target populations to be reached, the characteristics of such a population for ‘sales’ purposes and the chosen methods to reach and ‘sell’ those population segments.

In addition, Public Housing Director and Admissions Manager will work together with other experts in real estate marketing to determine the most effective way to attract applicants, which meet the needs of the agency in terms of its priorities and preferences.

In the case of targeting needs, Admissions will take into account the possibility that suitable applicants may be on an existing waiting list (i.e., very low and low income families needed for LRPH may be on the Section 8 waiting list) and that a marketing program to those families may take precedence over one to families outside of the agency.

All marketing and informational materials will:

- a. Comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language; (24 CFR 109.30 (a))
- b. Describe the housing units, application process, waiting list, priority system and eligibility accurately;
- c. Be written in plain language and will use more than strictly English language print media;
- d. Target all agencies which serve and advocate for potential applicants;
- e. Make clear who is eligible: low income individuals and families, including the elderly and persons with disabilities; working and non-working people;
- f. Make clear that it is the Authority’s responsibility to provide reasonable access to accommodations for people with disabilities.

A Fair Housing Poster bearing the Equal Opportunity Housing Logo and emblem will be prominently displayed at the main entrance lobby where applications for housing are filed.



(1) Opening the Waiting Lists

OHA will use the following procedures when opening the waiting list:

It will advertise the opening of the waiting list through public notice in newspapers, minority publications and media entities, including, but not limited to: The Orlando Sentinel, La Prensa, internet and The Orlando Times.

The notice will contain: the dates, times, and locations where families may obtain application forms and apply, a brief description of the program, eligibility requirements, local preferences, and limitations, if any, on who may apply.

(2) Closing the Waiting Lists

OHA may close the waiting list when there are a sufficient number of applicants claiming local preferences to enable OHA to fill the anticipated openings over the next 12 months resulting from turnover and anticipated new allocations of funds, and enable OHA to meet HUD targeting requirements (currently requiring that at least 40 % of new admissions from the waiting list be Extremely Low Income).

When a decision is made to close the waiting list, a public notice will be published in the same newspapers and media used to announce the opening of the waiting list.

(3) Limitations on Who May Apply

If OHA receives funds for a specified category of waiting list families, and there are not a sufficient number of families on the waiting list with the specified characteristics, OHA may limit new applications to families with these characteristics.

If the waiting list does not adequately represent all categories of families (e.g. large families, elderly families, and persons with disabilities) with housing needs and priorities identified in OHA's PHA Plan, new applications may be limited to such families.

D. Pre-Application

(1) General Conditions

Under no circumstances will anyone be denied the right to request or submit a pre-application for housing, unless the Authority has publicly announced the temporary closing of all or part of the waiting lists. Closing of part of the waiting lists means that the PHA has sufficient applicants whose characteristics meet the preferences, the program priorities, or the specific requirements of a PHA program. In the same way, the PHA may open a waiting list to accept applications from families with those characteristics needed to meet preferences, program priorities or specific program requirements.

Even if the Authority is not accepting applications because of the length of the waiting list, the Authority will not refuse to place an eligible applicant on the Waiting List if the applicant claims he/she qualifies for a Preference and meets PHA program priorities or a specific program requirement, unless

the Authority determines, on the basis of applicants already on the list who claim a preference and the number of anticipated project admissions, that:

- a. There is an adequate pool of applicants likely to qualify for a Preference and meet PHA program priorities or to meet a specific program requirement.
- b. It is unlikely that, based on the Authority's system of applying preferences and the preference claimed that the applicant would qualify for assistance before other applicants on the waiting lists or specific programs within the waiting lists.

Per the Quality Housing and Work Responsibility Act of 1998, Authorities are allowed to implement site based waiting lists and site-based preferences, upon approval of the Annual Plan or upon HUD's approval of the Authority's request before the submission of the Annual Plan. This agency has established site-based waiting lists in accordance with the Authority's Annual Plan submitted in compliance with the Quality Housing and Work Responsibility Act of 1998. The Authority will monitor its system of site-based waiting list at least bi-annually to assure that racial steering does not occur, and to assure that civil rights and fair housing are affirmatively furthered. If the Authority's bi-annual analysis of its site-based waiting list indicates that a pattern of racial steering is or may be occurring, the Authority will take corrective action.

Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors or priority. Pre-applicants may choose which site-based waiting list they wish to be placed on providing the waiting list is open. At their request, they may be placed on all site-based waiting lists for which they are eligible.

(2) Submission of The Pre-Application

A family may complete a pre-application in person, via internet (pre-applications completed on the internet must be submitted to the Admissions Office and signed before a A&O Staff person.) during regular business hours.

Pre-applications will be accepted during regular business hours Wednesdays only.

All completed pre-applications are entered into the computer. When computer entry is complete, the computer will assign the client number.

Purpose and Authority of Pre-Application Information

HUD requires the PHA to collect and maintain the following information in a waiting list:

- a. Applicant name;
- b. Family unit size (number of bedrooms for which family qualifies under PHA occupancy standards);
- a. Date and time of application;
- c. Qualification for preference. Any such claims will require a Preference Claim form to be completed; and
- d. Racial or ethnic designation of the head of household.

In addition to this required information the OHA will obtain and maintain additional information including the following:

- a. The address, telephone number of the applicant,
- b. The relationship of household members to the head of the household;
- c. Sex and dates of birth of household members;
- d. Social security numbers for the applicant and all family members. Refusal or failure to provide the social security card of any person will be cause for a determination of non-eligibility;
- e. The marital status of members of the household;
- f. Any arrests for drug-related or violent criminal activity. In accordance with provisions of the Fair Housing Amendments Act of 1988 and the Proposed Rule (FR 7/23/99) 24 CFR 5 Subparts I and J, the Authority will require all applicants to complete a form which asks six questions of the applicant and family members who will occupy the unit as follows:
 - i. Are you or any member of your family a current illegal abuser or otherwise addicted to a controlled substance (drugs/alcohol)?
 - ii. Have you or any member of your family been convicted of the illegal manufacture or distribution of a controlled substance (drugs/alcohol)?
 - iii. Would you pose a direct threat to the health or safety of other residents or staff in any way?
 - iv. Are you able and willing to pay your rent in full when it is due?
 - v. Are you and all members of your family able and willing to comply with all rules, regulations and policies regarding occupancy if you are accepted by the OHA?
 - vi. Are you or any member of your family a registered sex offender?

If applicant refuses to answer all of the questions on this form, their application will be considered incomplete and they will be found not eligible.

If applicant does not answer questions truthfully and their answer constitutes a material misrepresentation in that if they had answered truthfully they would have been found not eligible, the application will be considered fraudulent and the applicant will be found not eligible.

- g. Citizenship/eligible immigration status of all household members;
- h. Special housing needs such as accessible unit, special service needs and other information helpful in providing appropriate housing;
- i. Any special language needs for any household members;
- j. Disability status for any and all household members;
- k. Income of all household members;
- l. Permission to access criminal, credit and drug treatment center information.

The applicant will complete the pre-application form and supply additional information and documents as listed in the packet.

The PHA will make a preliminary assessment of the family's eligibility, its family composition and its preference and priority status for any and all programs. The pre-application and related documents are designed to accomplish this.



Application Interview

An appointment letter will be sent the applicant giving the time and place, to complete an application and other requested/required documents and the following steps will be followed:

Applicant Responsibility

The notice will state that it is the responsibility of the applicant to notify OHA in writing within 30 days of changes in family composition, income, preference status, telephone and mailing address. The notice will state further, that failure to report such changes will be cause for removal from the waiting list. In addition, the family has the responsibility of responding promptly to any mailing received from the OHA in order to maintain their status on the waiting list/s.

E. Administration Of Waiting List

The Authority will administer its waiting list as required by *(24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215 for public housing)*.

The Authority will also maintain a separate waiting list for verified disabled applicants with disabilities which require a mobility accessible (504) unit. This waiting list will operate according to the guidelines as the regular waiting list.

The waiting list will reflect, for each application, the following information and will be consistent with Title VI objectives and other requirements:

- a. The date and time of receipt
- b. Race and ethnicity of head of household
- c. Local preference priority status
- d. Date determined eligible or ineligible
- e. The appropriate unit size(s) for the applicant
- f. The site based waiting list preferred by the applicant (if activated by the agency)
- g. The pre-application form

All pre-applications will be filed by date and time of receipt. The waiting list will be divided into two segments. Those pre-applications that apparently (verification does not occur at the pre-application stage) qualify for one or more of the local preferences will be filed in the “Preference-Holder” segment, and those that apparently do not qualify for a preference will be filed in the “Non-Preference-Holder” segment.

In filling an actual or expected vacancy, the Authority will offer the unit to an applicant in the appropriate sequence, with the goal of accomplishing the mission and objectives of the agency and meeting other requirements such as targeting and de-concentration.

The application will be a permanent record and will be maintained on the computer.

Applications equal in preference will be ordered by date and time sequence.

All applicants must be income eligible and have a preference as established by HUD and OHA. Any change in preference or eligibility information for the family must be submitted in writing to the agency within 30 days. Failure to update information on this timely basis may result in removal from the waiting list. Based on demand and supply analysis and success and failure analysis (Section IV above), the OHA will process sufficient applicants to meet the anticipated demand for the next sixty (60) days and those who have successfully completed the processing will be placed in a “Process Pool Applicants who have successfully completed processing will be placed in a “Process Pool”. They will then be drawn out of the pool in verified order as unit offers become available.

Site-Based Waiting Lists

The Orlando Housing Authority will maintain a site-based waiting list for The Villas at Carver Park and The Landings at Carver Park in accordance with 24 CFR 903.7 (b) (2).

Waiting List for Applicants With Verified Disabilities Which Requires A Mobility Accessible (504) unit

Disabled Families, who wish to be placed on the Waiting list for Verified Disabled Applicants, requiring a mobility accessible (504) unit, must provide documentation to enable OHA to determine whether the family meets the disabled requirement under social security definition.

Removal of Applications from the Waiting Lists

The Authority will remove an applicant’s name from the waiting list under the following circumstances:

- a. The applicant requests that their name be removed. This must be approved by the Admissions Manager, or other person(s) designated by the Executive Director, prior to removal.
- b. The applicant has failed to advise the Authority of his/her continued interest in being on the waiting list by failing to respond to a ‘still interested’ letter sent by the Authority. If a letter is returned by the Post Office without a forwarding address, the applicant’s name will be removed from the waiting list without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. The waiting list will be purged at least annually. The mailing will ask for current information and confirmation of continued interest through the completion of an abbreviated pre-application form. Responses to this mailing may also result in OHA determining that an applicant’s preference status has changed.
- c. The Authority has made reasonable efforts to contact the applicant to schedule interviews or obtain information necessary to complete the application process and the applicant has failed to respond.
- d. The applicant has failed to pay an outstanding balance owed to this Authority or any other Housing Authority and the Authority has notified the applicant of its intention to remove the applicant’s name because the applicant was determined ineligible based on preliminary information on the application or pursuant to the verification process. In this case, the applicant may request an Informal Review for Denials, if he/she responds within ten (10) calendar days of the date of the written notification including proof of action taken to remove or remedy the problems.
- e. However, the Authority may consider mitigating circumstances such as disabilities, health problems or lack of transportation in determining if any application should be withdrawn.



Closing the Waiting Lists

Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit (LRPH) and the ability of the Authority to house an applicant in an appropriate unit size within a reasonable period of time and will be made only by the Executive Director and/or the Board of Commissioners. The Authority may close the waiting list if there are enough local preference holders to fill anticipated openings for the next twelve months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. Suspension of application taking is announced in the same way as opening the waiting list. During the period when the waiting list is closed, the Authority will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

Reopening the waiting list

When the list has been closed and the Authority reopens the waiting list, a sign will be placed in the lobby (office), and the Authority will advertise through public notice in newspapers, minority publications, internet and media entities, such as but not limited to The Orlando Sentinel, La Prensa and The Orlando Times.

The Authority may also contact service organizations, which assist persons with disabilities. The notice (which will be made in an accessible format, if requested) will contain:

- a. The Authority address and telephone number.
- b. The dates, times, and the locations where families may apply.
- c. How to submit an application, and information on eligibility requirements.
- d. Any system of site-based waiting list offered by the Authority.
- e. The programs for which applications will be taken.
- f. A brief description of the program.
- g. Limitations, if any, on who may apply.

Depending upon the composition of the waiting list with regard to income, family types and preferences and to better serve the needs of the community, at times the Authority may only accept applications from households claiming local preferences or who fit a unit type with a short waiting time or which are necessary to meet targeting and de-concentration requirements.

The invitation process will begin with the applicant that is on the waiting list the longest period of time (as determined by the actual date and time of application, or by lottery position for a lottery closing period assigned date and time), followed by the applicant that is on the list the next longest period of time and so on until an adequate pool of applicants have been invited to submit full applications. However, skipping may occur to meet targeting and de-concentration requirements.

In the event that there are not a sufficient number of apparent preference-holders with the necessary qualifications, the non-preference holder segment of the waiting list will be searched and the applicants longest on the waiting list with the specified characteristics will be invited to submit full applications. When an applicant notifies OHA of a change in preference status, or OHA otherwise obtains information that an applicant's preference status has changed, the application will be re-filed in the appropriate waiting list segment by date of original application.

F. Full Application

In order for the applicant to be found eligible for admission, the applicant must participate in a full application interview with an OHA representative.

OHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information provided by the family in its initial application and to ensure that the information is complete. The applicant may be requested to complete an entirely new application form. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other OHA services or programs that may be available.

Other

If misrepresentations any time during the application process result in housing an ineligible or unsuitable family, the family may be required to be terminated even though currently eligible.

If misrepresentation or failure to provide facts has resulted in payment of a lower rent than should have been paid, the family will be required to pay the difference between the TTP paid and the amount which should have been paid.

In justifiable cases, the Authority may take such other action as deemed reasonable.

Income, household composition, citizenship/eligible immigrant status, and eligibility for preferences will be verified subsequent to this interview. OHA must find that the applicant currently qualifies for a preference in order to continue to treat the applicant as a preference-holder.

Applicants must attend the full application interview at the scheduled time, except that where special circumstances exist, or where necessary as accommodations for persons with disabilities, OHA may agree to alternate arrangements to obtain the required information.

If an applicant is unable to make a scheduled appointment, it is the applicant's responsibility to notify the staff person who scheduled the appointment no later than two (2) business days before the original appointment date. This requirement will be communicated to the applicant when the original appointment is scheduled.

An applicant failing to appear for a scheduled interview without such prior notification of OHA will not receive approval of his/her application and will not be issued a voucher unless he/she provides documentation acceptable to OHA that an emergency prevented the applicant from making the appointment.

G. Final Determination And Notification Of Eligibility/Ineligibility

After the verification process is completed, OHA will make a final determination of eligibility. This decision is based upon the information provided by the family, the verification process completed by

OHA (See Chapter 8 for Verification Procedures), and the current eligibility criteria in effect. The Director of Admissions shall review the file and approve or deny admission.

Ineligible Applicants

This procedure applies to applicants determined to be ineligible for admittance to the following federally-aided housing programs: all units assisted under the U.S. Housing Act of 1973 (as amended 1996) but excluding Section 23 and Section 10 (c) housing projects, the Section 23 Housing Assistance Payments Program and the Section 8 Housing Assistance Payments Program where the owners enter into leases directly with the tenants.

An applicant found ineligible or unqualified will be notified by the Admissions Manager of:

- a. The specific reason(s) for the determination.
- b. The source(s) of any information and specific facts on which the determination is based.
- c. The right to request reconsideration in writing within twenty (20) days if there is any new and relevant information not previously considered by the OHA.
- d. The right to request in writing an informal review of a finding of ineligibility.
- e. The right to be represented by counsel or other person of choice.
- f. The right to examine his/her files prior to reconsideration or review.
- g. Written appeal to the Manager of Admissions who shall record the appeal and send it to the senior staff person not involved in the decision and designated by the Executive Director to consider such appeals.

The conference for the initial appeal shall be conducted within ten (10) days of receipt of the request for said conference and notice of it shall be given promptly in writing to the applicant.

The purpose of the informal review is to discuss the reasons for the OHA's decision and to permit the applicant, or his or her representative, to present rebuttal or additional information, ask questions of those present and offer documentation, testimony or argument.

Within ten (10) working days after such informal review, the OHA will notify the applicant in writing of its decision with an explanation of its reasons and specify any change, if appropriate, in the applicant's eligibility, qualification, priority, or preference status.

H. Selection For Unit Leasing

It is mandatory for applicants to remain in the Low Rent Public Housing Program for two (2) years before changing to the Section 8 Housing Choice Voucher Program that is also administered by the Housing Authority of the City of Orlando, Florida.

(1) Policies on Selection and Admission of Applicants from Waiting List

Subsequent to verification of the information provided in the full application, OHA will group the applications into two tiers.

Tier 1 will include all applicants with incomes that do not exceed 30 % of median income for the Orlando area (NOTE: Families in this income category are termed Extremely Low-Income (ELI) families).

Tier 2 will include all applicants with incomes that exceed 30 % of median income but do not exceed 80 % of median income for the area (Such families are termed Low-Income Families).

Tier 3 will include all covered applicants whose incomes are less that 85%of the average income of all covered families.

Tier 4 will include all covered applicants whose incomes are more than 115% of the average income of all covered families.

As units become available for any covered development under the de-concentration analysis, then in addition to the targeting tiers and procedures, skipping will be applies to admit only those applicants who are also in Tier 3 or Tier 4 as may be required.

I. Special Circumstances

OHA may determine that the extreme urgency of need of a holder of a preference (described in Chapter 4. A.) Is such that a unit must be leased to that family immediately, without regard to dates of pre-application or tier. In such event, OHA will document the reasons for selecting such family for immediate leasing processing.

Chapter 4

PREFERENCES

The need for tenant-based rental assistance in the greater Orlando, Florida, area exceeds the number of public housing units that are available. It is necessary to create an order for the issuance of a public housing unit based on local preferences and priorities, as well as bedroom size. The OHA's local preferences and priorities are described below.

4.1 PREFERENCES

- Disabled Individuals/Families – a family whose head of household and/or spouse is a disabled individual; or

Employed – The OHA is a Moving to Work agency therefore, emphasis will be placed upon admitting families that are employed. The head of household, spouse, or co-head must be employed full-time for at least six (6) continuous months for a minimum of 28 hours or more per week. An interruption of four (4) weeks or less is not considered a break in continuity. Consideration will be given for longer breaks in employment if the adult family members were working an average of twenty (20) hours per week and attending school or job training for ten (10) or more hours per week. If the head of household, spouse, or co-head is unable to work because they are at least age 62 and/or have a disability they will qualify under this preference.

- Former OHA Homeownership Program Participant – Former public housing resident or Section 8 Housing Choice Voucher tenant participant who acquired a home, met the requirements of the OHA homeownership program (including homeownership training, and lost that home due to insufficient income.
- Graduates of Verified Transitional Housing Programs – Graduates of Transitional Housing Programs, defined as homeless individuals or families that enter into a lease or occupancy agreement solely for the purpose of participating in a program whose terms include program activities for a specified amount of time. Once the individual or family has met all program requirements, they would be eligible to graduate and transition to permanent housing.
- Orange County – Preference will be given to applicants and pre-applicants that live, work, or have a verified offer for employment in Orange County;
- Honorably Discharged Veteran – Preference will be given to applicants who can verify that they have been honorably discharged from any branch of the military.

4.2 SPECIAL PREFERENCES

- The OHA will give special preference to current housing choice voucher participants and public housing residents from other jurisdictions who are displaced due to impacts of a Federally-declared natural disaster as a result of a hurricane. Any applicant that is a victim of a Federally-declared natural disaster as a result of a hurricane will lose this preference April 1st of the year after the date the hurricane is declared a Federal disaster. The President / CEO can extend the expiration date at her discretion.
- Special preference will be given to an individual/family in a Federal/State Witness Protection program. The family must be part of a Witness Protection program, or the HUD Office or law enforcement agency must have informed the OHA that the family is part of a similar program.

4.3 RANKING PREFERENCES

The OHA computer system will rate and rank initial applications based upon the preferences selected by each applicant. An applicant's position on the waiting list is in part determined by the selected preferences and may fluctuate depending upon various factors affecting the applicant pool.

When OHA conducts a draw, applications are selected from the top of the waiting list by preference, date and time (applications are also sorted by bedroom size for public housing only). The OHA then reviews the applicant's preference claim to determine eligibility and takes the following actions:

- If the applicant is eligible for the preferences selected, the OHA will continue to process the application for placement on the program.
- If the applicant does not qualify for any preferences, they will be returned to the waiting list in a no preference status.
- If the applicant only qualifies for some of the selected preferences, they will be returned to the appropriate position on the waiting list as determined by the OHA's computer system.

Chapter 5

OCCUPANCY STANDARDS

HUD guidelines require that OHA's establish reasonable occupancy standards for the determination of unit size. The Fair Housing Act prohibits *HUD* from directly or indirectly establishing national occupancy standards. Thus the standards used for the unit size are governed by the minimum unit size requirements of local habitation codes. This Chapter explains the occupancy standards, which will be used to determine the unit size for various sized families when they are selected from the waiting list, as well as the *OHA's* procedures when a family's size changes.

A. Determining Unit Size

The OHA does not determine *who* shares a bedroom/sleeping room. *HUD* states that a reasonable standard is 2 persons per bedroom *but* that a 1 person per bedroom standard is also reasonable. The OHA's subsidy standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms in the unit, not the family's actual living arrangements.

The Orlando Housing Authority:

1. May match the family's characteristics with the type of unit available/expected to become available, such as number of bedrooms, when doing tenant selection.
2. Will use occupancy standards intended to, "maximize the use of space while minimizing the cost"
3. Will implement its occupancy' standards in a manner that will avoid overcrowding the units, while minimizing the vacancies.
4. May assign separate bedrooms to:
 - a. Persons of the opposite sex, other than spouses (unless there are mitigating circumstances)
 - b. Persons of different generations;
 - c. Unrelated adults (e.g., live-in aide)
5. May have different standards for certain projects if this would not cause or perpetuate occupancy patterns inconsistent with applicable Fair Housing laws.

HUD and industry guidelines, which may be used in establishing the Occupancy Standards, include:

1. Generally, *two* persons per bedroom;
2. Spouses share same bedroom;
3. Persons of different generations, persons of opposite sex (other than spouses), and unrelated adults should have separate bedrooms;

4. Children of the same sex are expected to share a bedroom;
5. Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents, unless it is a single parent; and
6. Persons with verifiable medical needs, or other extenuating circumstances, could be provided a large unit.

A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household. A live-in aide with family members will be allowed to occupy the unit as long as the additional family members do not cause overcrowding or require a larger unit than would normally be assigned,

A family may need a unit that is large enough to accommodate a member of the family (or a person associated with the household) who has a physical or mental handicap in which case, with proper documentation, the OHA will provide the family with the opportunity to apply for and obtain such a unit.

Where the PHA permits families to occupy units of sufficient size to enable persons in these categories to have separate bedrooms the OHA will permit such families to choose whether to opt for the larger or smaller units at time of application.

GUIDELINES FOR DETERMINING UNIT SIZE

Unit Size (Minimum #)	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. Changes in Unit Size.

1. Changes for Applicants

The unit size is determined prior to the new resident orientation by comparing the family composition to the OHA occupancy standards. At the orientation the applicant will be referred to a site, which has an appropriately sized unit.

The OHA shall grant exceptions from the standards if the family requests and the OHA determine the exceptions are justified by the relationship, age, sex, health or disability of family members, or other verifiable individual circumstances.

Circumstances may dictate a larger size than the Occupancy Standards as noted in A. above.

2. Changes for Residents



The members of the family residing in the unit must be approved by the OHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody.

a. Requests for Exception to Occupancy Standards for Applicants

The OHA may grant an exception upon request as an accommodation for persons with disabilities.

The OHA will not permit a larger size unit due to additions to the family other than by birth, adoption, marriage or court-awarded custody but will allow for live in aides.

b. Under-housed and Over-housed Families

If a unit does not meet state and local habitation code space standards due to an increase in family size, (unit too small), the OHA will accept a transfer request and assist the family in locating a suitable unit at the earliest opportunity.

If a family is occupying a unit, which has more bedrooms than reasonable under the OHA's occupancy standards, it will require the family to transfer to a smaller unit. However, if there is a vacancy problem in the development and occupancy of larger units than is needed to attract or retain tenants, such occupancy will be permitted until such time as the vacancy problem is resolved. At that time the family may be required to move to a smaller unit. .

c. Disabled Residents

Under 24 CFR Section 8.27, the authority is required to take reasonable non-discriminatory steps to maximize the- utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular units.

Chapter 6

NEW RESIDENT ORIENTATION AND ASSIGNMENT

OHA will mail new resident orientation appointment letters to applicants who have been selected for unit assignment.

Orientation

(1) New Applicant Orientation

Applicants will receive their New Resident Orientation letter by mail. This orientation will be conducted in English, Spanish and in other languages when necessary. At this orientation, OHA will provide information on the program and provide applicants with an orientation booklet, which includes information on the program and services available to OHA residents.

Unit Assignment

Applicants will receive their unit assignment letter by mail. A copy of the unit assignment letter will be mailed to the site manager. Applicants will be offered one (1) unit assignments. If the applicant refuses a vacant and available unit their name will be removed from the Low Rent Public Housing Waiting List. The family will have to re-apply; another offer will not be made for one year after refusal of a vacant available unit.

Referral to the Assigned Site

At the end of the Orientation, applicants will meet with OHA staff to secure answers to any questions not dealt with during the Orientation.

Revised 9/19/2013

Chapter 7

FACTORS RELATED TO CALCULATION OF TOTAL TENANT PAYMENT

Accurate calculations of Annual Income is necessary to assure that families are within the eligibility income limits for the program and are not paying more or less money for rent and utilities than their obligation under the program regulations (see 24 CFR Parts 5 and 982). Section 5.609 provides a detailed explanation of what is included in Annual Income and what is excluded. Additional exclusions are contained in the HUD Notice in 58 *Federal Register* 41287, August 3, 1993, and pm: Notice 2000-1. The regulations and Notices do not provide explicit guidance on how to "make all of the required determinations and allow PHAs discretion to define certain terms and develop standards. This Chapter addresses those areas where PHAs have such discretion.

A. Choice of Rent

At admission an applicant is permitted to make a choice between an income-based rent and flat rent. An income-based rent is based on the family's adjusted income and must not exceed the TIP (See B. *below*) minus any applicable utility allowance for tenant paid utilities.

B. Total Tenant Payment

Refer to the MTW Plan Summary dated 1/27/2016 'Activity 1' \$225.00 rent floor.....

Total Tenant Payment (TIP)(see 24 CFR 5.628) is the term describing the minimum amount a tenant in the LRPH program must pay towards the gross rent for the unit the family is occupying. Gross rent consists of the Lease Rent- the rent the OHA is entitled to get under the lease and the amount of the established utility allowance for tenant paid utilities (for income-based rent choosers only) TTP is the higher of: 10 % Of monthly income, 30 % of monthly adjusted income, welfare rent, or PHA minimum rent.

C. Minimum Rent for "LRPH"

Refer to the MTW Plan Summary dated 1/27/2016 'Activity 9'. \$100.00 minimum rent at www.orl-oha.org.

D. Financial Hardship Exemption from Minimum Rent

Section 5.630 (b) requires PHAs to grant an exemption from the payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship. OHA will use the definitions of financial hardship contained in 5.630 (b) (i), (ii), (Hi), and (iv). OHA will not consider additional circumstances as permitted by 5.630 (b) (v). See appendix B.

E. Absence of Family Members

Income of family members, who are on the lease, including those who are temporarily absent, will be counted unless excluded by HUD regulations or notices (for example, the earned income of minors who are under age 18, except for the head of household or spouse, are not considered in determining annual income). Income of a spouse or head of household who is temporarily absent will be counted,

even if such person is not on the lease. Income of persons permanently absent from the household will not be counted.

(1) Absence of entire household.

OHA requires families to notify OHA if the entire household will be absent from a unit for more than 30 consecutive days.

(2) Absence of any member.

Any member of the household will be considered permanently absent if he/she is away from the unit for more than 90 days in a year, except as provided below. A finding that a family member is permanently absent will result in OHA no longer including the income of the family member in the annual income of the family and *may* result in the elimination of an allowable deduction from income. In addition, it may result in the requirement to move to a unit with a reduced number of bedrooms.

(3) Full-time students.

Full-time students who attend school away from the home and live with the family during school recess will not be considered permanently absent from the household.

(4) Absence due to medical reasons.

If *any* member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, OHA will seek advice from a reliable, qualified source as to the likelihood and timing of his/her return. If the information available to OHA indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the information indicates that the family member will return in less than 90 consecutive days the family member will not be considered permanently absent.

(5) Foster care and absences of children.

If the family includes a child or children absent from the home due to placement in foster care OHA will obtain information from the appropriate agency as to when the child/children will be returned to the home. If the agency indicates that the children have been removed permanently from the home, promptly upon-examining the court order or other appropriate documentation attesting to this action, OHA will notify the family that it will no longer be able to claim deductions for the children, recompute the TTP for the family and reduce the unit size appropriate for the family.

(6) Absence of Adult.

If neither parent, remains in a household with minor children and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, OHA will treat that adult as a visitor for the first 30 *days*. If, by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, upon satisfactory completion of Admissions requirements a new lease will be executed with the caretaker. If the appropriate agency cannot confirm the guardianship status of the caretaker, OHA will terminate the lease. If the court has

not awarded custody or legal guardianship, but the action is in process, OHA will secure verification from social services staff or the attorneys to the status.

When OHA approves a person to reside in the unit as caretaker for the child/children, his/her income will be counted pending a final disposition. OHA will work with the appropriate service agencies and the site manager to facilitate a smooth transition in cases where neither parent remains in the household.

If a member of the household is subject to a court order that restricts him/her from the home for more than six months, the person will be considered permanently absent and removed from the lease.

If an adult family member moves out of the household, the family must notify OHA in writing of this change in family composition within 10 days of the household member's departure, if he/she is expected to be permanently absent. If an adult family member goes into the military and leaves the household, he/she will be considered permanently absent.

F. Unauthorized Family Members

Any adult not included on the HUD 50058 form who has been residing in the LRP unit more than 14 consecutive days will be considered to be living in the unit as an unauthorized family member. In a joint custody arrangement, however, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not an unauthorized family member.

OHA will investigate when there are allegations concerning the presence of an unauthorized family member. If OHA finds that the visitor is using the unit address as the visitor's current residence, or the visitor does not provide evidence of another address, OHA will consider the visitor to be unauthorized, and will terminate the lease of the family. Even if the visitor provides evidence of another address, OHA will investigate to determine whether, in fact, the visitor continues to reside at this address. If the investigation finds that the visitor does not continue to reside at the other address, the lease will also be terminated for the family.

G. Reporting Changes in Family Composition

It is the responsibility of the participant family to notify OHA, in writing, of any change in family composition within 10 days of change. A participant family must report changes in household composition and receive OHA approval to add any additional family member as an occupant of the unit and to inform OHA of the birth, adoption, or court-awarded custody of a child.

The family must request OHA approval, in writing, at least 10-days in advance of move-in, to add any additional adult members to the household. OHA must approve or deny admission to the proposed new household member. If admission is approved, OHA will re-compute the TTP in the case of families using the income-based rent, make appropriate transfers to a suitable unit size and amend the lease to reflect the increased household size. If admission is denied, and the proposed new adult family member moves into the unit, the lease will be terminated for the family. If the family does not obtain prior written approval from OHA and the person moves in, OHA will terminate the lease for the family if the person resides in the unit for 30 consecutive days (unauthorized family member,) or if OHA determines that the person does not meet the admission criteria.

Participants must notify OHA in writing of any reductions in family size within 10-days of the move-out or death of a household member. OHA will then conduct an interim reexamination of income and eligibility.

In addition whether income-based or flat rent, the family composition must be re-certified each year prior to the renewal of the lease.

H. Averaging Income

When Annual Income cannot be anticipated for a full 12 months, OHA may average known sources or income that vary to compute an annual income, or, annualize current income and conduct an interim reexamination if income changes.

This does not apply to tenants leased with the flat rent option except in re-certifying income every three years.

I. Zero Income families

Families *who* report zero income are required to complete a written certification of income at least every ninety (90) days.

J. Income of Person Permanently Confined to Nursing Home

If a family member is permanently confined to a hospital or nursing home and there is a family member(s) left in the household, in determining TTP *for* the member(s) remaining in the assisted unit, OHA will exclude the income of the person permanently confined to the nursing home and will give the family no deductions *for* medical expenses of the confined family member.

This does not apply to tenants leased with the flat rent option except in re-certifying income every three years.

K. Regular Contributions or Gifts

Regular contributions or gifts received from organizations or *from* persons not residing in the unit are required to be included in Annual Income.

This does not apply to tenants leased with the flat rent option except in re-certifying income every three years.

L. Alimony and Child Support Payments

Regular alimony and child support payments are required to be included in Annual Income. OHA will count the amount awarded by the court, unless the family can provide documentation verifying that this amount is not being regularly provided.

This does not apply to tenants leased with the flat rent option except in re-certifying income every three-year.

M. Lump Sum Receipts

Lump-sum payments caused by delays in processing periodic payments (unemployment or TANF assistance) or caused by deferral of periodic payments due to a dispute are included in Annual Income.

In order to determine the amount of retroactive tenant rent that the family owes as a result of the lump sum receipt, OHA will calculate Annual Income retroactively to date of receipt.

N. Contributions To Retirement Funds-Assets

While an individual is employed in a company where he/she earns a pension, OHA will treat as assets the amount the family can withdraw without retiring or terminating employment. After retirement or termination of employment, the income derived from any amount the employee elects to receive as a lump sum will be treated as asset income.

O. Assets Disposed of for Less than Fair Market Value

OHA requires applicants and participants to declare whether an asset has been disposed of for less than fair market value during the two years preceding initial certification or re-certification. Assets are considered to be disposed of for less than fair market value if the cash value of the disposed asset exceeds the gross amount the family received by more than \$1,000.

Assets disposed of as a result of foreclosure or bankruptcy, or divorce or separation, are not considered to be assets disposed of for less than fair market value.

P. Child Care Expenses

One of the mandatory adjustments OHA must deduct in determining Adjusted Income is "any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education" (24 CFR 5.61 I{a} (4)).

For the purposes of this deduction, OHA limits its applicability to children under age 13.

Q. Medical Expenses

Another mandatory deduction in determining Adjusted Income is "un-reimbursed medical expenses of any elderly family or disabled family"(24-CFR-5.611)(a){i)-to the extent that this-sum exceeds 3% of annual income. - In the event that a family member also qualifies for the deduction described in' P. below the 3 % test applies to the sum of both sets of expenses.

Acupuncture and chiropractic services will only be considered a medical expense if recommended by a medical doctor.

R. Attendant Care and Auxiliary Apparatus Expenses of Persons with Disabilities

A mandatory deduction in determining Annual Income is "un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities. to the

extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus" (24 CFR 5.611(a) (3) (ii))-to the extent that this sum exceeds 3% of annual income).

S. Pro-ration of Assistance for 'Mixed' Families

Mixed Families are those that include both citizens/eligible immigrants and non-eligible immigrants.

Annual income for mixed families is determined in the same manner as for families with no ineligible members. The income of ineligible family members is included even though no assistance will be paid on their behalf.

The procedure that OHA will follow in prorating housing assistance for mixed families is described in 24 CFR 5.520 (c) (2). Essentially assistance is prorated by the percentage of family members who are eligible under Section 214.

T. Changes in TANF Income

1. Imputed TANF income: when TANF income is reduced and annual income is not reduced.

As specified in 24 CFR 5.615, in cases where a family receives TANF income or other benefits (e.g. subsidized transportation or child care) under a governmental program that requires participation in economic self-sufficiency programs as a condition for such assistance, there are two circumstances when the family's annual income is not reduced when benefits are reduced: (1) When the TANF agency verifies that a family member has committed fraud, and (2) When the TANF agency verifies that the family is being sanctioned for non-compliance with a requirement to participate in an economic self-sufficiency program.

In the cases described above, OHA will request written verification from the TANF agency of the amount and term of the benefit reduction, and the reason for such reduction.

2. When TANF income is reduced and annual income is reduced.

When there is a reduction or termination of TANF benefits for other reasons (e.g. the family reached the maximum time limit for benefits, family members are unable to find employment despite full compliance with all TANF department requirements, the family is being sanctioned for failure to comply with TANF department requirements other than participation in an economic self-sufficiency program), annual income will be reduced by the amount of the reduction.

U. Utility Allowance and Utility Reimbursement Payments

The Utility Allowance is intended to help defray the costs of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the agency. The allowances are

based on actual rates and average consumption studies, not on a family's actual consumption. The Utility Allowance applicable to a family is based on the actual unit size selected.

This does not apply to tenants leasing with the flat rent option.



Chapter 8

VERIFICATION PROCEDURES

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the OHA. Applicants and program participants must furnish proof of their statements whenever required by the OHA, and the information they provide must be true and complete. The OHA's verification requirements are designed to maintain program integrity. This Chapter explains the OHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The OHA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. Acceptable Methods of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, documentation will include the Social Security cards, birth certificates, U.S. passports, naturalization document, resident alien card, or any other document (s) provided by Immigration Naturalization Services.

Other information will be verified by the following five verification methods acceptable to HUD, in the order of preference indicated:

1. Enterprise Income Verifications (EIV)

EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. Tenant Assessment Subsystem (TASS) – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
- b. State Wage Information Collection Agencies (SWICAs)
- c. State systems for the Temporary Assistance for Needy Families (TANF) program
- d. Credit Bureau Information (CBA) credit reports
- e. Internal Revenue Service (IRS) Letter 1722
- f. Private sector databases (e.g. The Work Number)

The Orlando Housing Authority will use additional EIV resources as they become available.

2. Modified Third –Party Written Verifications

This type of verification includes written documentation, with forms provided from a third party source. It may also be a report generated automatically by another government agency, i.e., Department of Welfare, Veterans Administration, etc.

3. Third-Party Oral Verifications

This type of verification includes contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

4. Review of Documents

When EIV, written and oral third party verifications are not available within the two (2) week and two (2) business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information.

5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit certification statement under penalty of perjury.

B. Release of Information

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the OHA or HUD.

C. Computer Matching

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. Items to be Verified

1. All income not specifically excluded by the regulations.
2. Zero-income status of household.
3. Full-time student status including High School students who are 18 or over.
4. Current assets including assets disposed of *for* less than fair market value in preceding two years. Childcare expense where it allows an adult family member to be employed or to further his/her education.
5. Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow an adult family member to be employed.
7. U.S. citizenship/eligible immigrant status.
8. Birth certificates for all family members or citizenship/naturalization or passport.
9. Social Security cards *for* all family members six weeks or older.
10. "Preference" status based upon Local preferences and rankings.
11. Marital status when needed *for* head or spouse definition.
12. Disability *for* determination of preferences, allowances, deductions or exemptions.

E. Verification of Income

Refer to the MTW Plan Summary dated 1/27/2016 ‘Activity 2’.modified third party verification at www.orl-oha.org.

F. Income from Assets

Refer to the MTW Plan Summary dated 1/27/2016 ‘Activity 2’. \$25,000.00 asset disregard at www.orl-oha.org..

G. Verification Of Assets

The OHA will require the necessary information to determine the current cash value (the net amount the family would receive if the asset were converted to cash).

H. Verification of Allowable Deductions from Income

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the childcare provider is an individual he/she must provide a statement of the amount they are charging the family for their services.
2. Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay and the typical yearly amount paid including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources. .

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been or will be reimbursed by an outside source. All expense claims will be verified.

Verification of Social Security Numbers

Social Security numbers must be provided as a condition of eligibility for all family members, age six and over, if they have been issued a number. Verification of Social Security numbers will be done through a Social Security card issued by the Social Security Administration.

New family members, ages six and older, will be required to produce their Social Security card or provide the substitute documentation described above, together with their certification that the



substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the OHA.



Chapter 9

LEASE EXECUTION

A. Site Manager Meeting with Applicant to Review the Development, the Unit and the Lease and Offer the Unit for Occupancy

Upon completion of the Orientation as outlined in Chapter 6, the applicant will meet with the site manager of the site chosen by the OHA for assignment of the family. This meeting will provide an opportunity for the family to meet staff, tour the site and see a typical unit to be occupied (if the specific unit is not ready for occupancy) or see the proposed unit.

During this visit of the family to the site there will be a discussion of the lease terms and development rules.

B. Execution of Lease

If the unit is ready for occupancy and the applicant has accepted the offer, the following actions will be taken:

The unit will be inspected as detailed in Chapter 10 below and any "punch list"; items, which do not prevent occupancy, will be attached to the lease with a time for completion not to exceed 20 days. If the inspection reveals items, which prevent occupancy under local habitation codes, then a re-inspection date will be set with the family.

- The security and rental payment and other deposits will be receipted.
- The lease will be reviewed including the pet policy addendum if applicable and the CSR requirement addendum *if* applicable.
- The lease will be executed and the keys to the unit provided.
- One original of the lease will be kept at the site in the resident's file and one will be provided the tenant.

Chapter 10

HOUSING PHYSICAL CONDITION STANDARDS AND INSPECTION REQUIREMENTS

The physical condition standards are specified in 24 CFR Part 5 Subpart G and are the minimum criteria a dwelling unit must meet to ensure the health and safety of occupants of housing receiving HUD assistance. These minimum conditions do not supersede or replace any state or local laws regarding the physical conditions or requirement of housing which is owned or assisted by the OHA [24 CFR 5.703 (g)]. OHA will conduct inspections prior to the execution of the lease, at least annually during assisted occupancy, and at other times as needed to determine if the unit meets the HUD requirements referenced above and state and local codes as specified by the State of Florida, The County of Orange and the City of Orlando.

It is the policy of OHA to provide housing above these minimum standards.

A. Types of Inspections

There are five types of inspections OHA will perform:

1. **Initial/Move-in:** conducted upon the site visit of an eligible applicant as described in Chapter 9 above. This inspection will be conducted by a certified inspector of the agency or by the site manager or assistant and by the applicant.
2. **Annual re-inspection:** an OHA certified inspector generally will conduct such inspections within 60 to 90 days prior to the anniversary month of the lease.
3. **Special complaint inspection:** conducted following a complaint by the family, site manager, or other public agency or third party. A special inspection will be conducted whenever OHA obtains information that the unit appears to be in violation of HUD or state and local codes and will be done by an OHA certified inspector.
4. **Move-out/Vacate inspection:** conducted for all move-outs on the same day as the tenant moves out (or in the case of 'skip-outs' within 24 hours of such unauthorized move-out).
5. **Supervisory quality control inspections:** conducted by a supervisor or other qualified person for a sample of recently completed inspections.

B. Scheduling Inspections

Inspections will be conducted on business days between the hours of 8:30 AM and 5:00 PM. Where special circumstances exist, the Site Manager may approve inspections on weekends or holidays and after 5:00 PM.

OHA will notify the family in writing, or facsimile or email, where appropriate, at least 5 days prior to the date of the inspection, if the unit is occupied.

If the family is unable to be present, OHA permits the family to reschedule the appointment so that the inspection is completed within 10 days of the initial appointment. For re-inspections after occupancy, the family is not required to be present.

If the family does not contact OHA to reschedule the inspection, or if the family misses one inspection appointment, OHA will consider the family to have violated the lease, and the family may be terminated from the program.



Chapter 11

RENT STANDARDS AND ADJUSTMENTS

A. Rental Choice between Flat Rents and Income Based Rents

1. Flat Rents

Flat rents must be determined *to* be "reasonable" in relation *to* comparable unassisted units in the housing market area. As required *by HUD* (24 CFR 960.253), in making this determination, OHA will consider the location, quality, size, unit type, age *of* the contract unit, amenities and housing services, maintenance and utilities to be provided *by* the owner or *by* the OHA.

In the case of flat rents, the OHA does not pay utility reimbursements.

2. Income-Based Rents

The OHA has chosen the *30% of* adjusted income rule *for* determining income-based rents. These will be calculated as described in Chapter 7.

3. Special Rent

The OHA has established a special rent for individuals who reside in OHA public housing properties to provide special services to the Agency, for example; live in maintenance, police officers, etc. The rent will be periodically reviewed.
See appendix C.

B. Rent Adjustments

A resident may not switch rent payment methods except at the time of the annual re-examination or if the family meets hardship criteria.

Chapter 12

RE-EXAMINATION

A. Annual Re-Examination of Family Income and Composition

Refer to the MTW Plan Summary dated 1/27/2016 'Activity 2'.streamline Recertification and Triennial (three years) Recertification at www.orl-oha.org.

B. Failure to Attend Scheduled Interview

If a family fails to attend the scheduled interview or fails to call to reschedule within two (2) days of the appointment date, OHA will send to the family a notice with a second (2nd) appointment. Failure to attend the second (2nd) appointment will result in a notice of intent to terminate rental assistance as of a specified date. The notice will state that the family has a right to request an informal hearing to appeal this decision, and, that if the family desires such an informal hearing, the family must notify OHA in writing within ten (10) business days of the date of the OHA notice.

C. Failure to Provide Requested Information

If the family fails to provide the requested information required as a result of the re-certification appointment, the family will also be issued a notice of intent to terminate the lease as of a specified date, stating that the family has a right to request an informal hearing as described in section B above.

D. Payment Adjustment Notice

OHA will verify income and family composition following the procedures set forth in Chapter 8 and Chapter 11. In the event that the re-verification process results in changes in the amount the family must pay towards rent to the OHA and any tenant-paid utilities, the family will be notified in writing of the changed amounts, and the effective date of the change. The notification will indicate that if the family does not agree with OHA's determination the family may request an informal hearing, and specify that the deadline date to request a hearing is ten (10) business days from the date of the notification. OHA will make every effort to send the rental adjustment notice at least thirty (30) days before the effective date of the change. A copy of this notice, which also will indicate the changed rent amount, will be sent to the site manager.

E. Reporting Changes in Family Income

Families must report to OHA any increases in family income of one hundred (\$100.00) dollars per month or more, which occur between regularly scheduled re-certifications within ten (10) days of the change.

F. Over-Income Limit

At any point when OHA becomes aware, through an annual reexamination, a streamline reexamination or an interim reexamination, that a family's income exceeds 120 percent of the area median income, OHA must document that the family exceeds the threshold to compare with the family's income a year later.

If, at the initial determination by OHA that a family's income exceeds the over-income limit, and for the next consecutive twelve (12) months the family's income continues to exceed the over-income limit, OHA will provide written notification to the family that their income has exceeded the over-income limit for one year. If the family's income continues to exceed the over-income limit for another twelve (12) consecutive months, the family will be subject to a higher rent that will be established annually based on the most current HUD published Fair Market Rent (FMR). This policy incorporates the median income limits as they change from time to time.

If, however, OHA discovers through an annual, streamline or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family will no longer be subject to these provisions. Should the family once again exceed the over-income limit, a new two-year period will be established.

A family that is elderly, or a large family that may face specific financial constraints may request consideration of their circumstances for which OHA may consider some flexibility in the administration of over-income requirements.

A disabled family who may be subject to a higher rent will be given consideration if a reasonable accommodation is requested.

Over-income families in a mixed income development may be offered a unit in the same development at a market rate subject to availability.

Over-income limit is determined by using current effective Very Low Income (VLI) as published by HUD. OHA will use current VLI for number of persons in the family multiplied by 2.4. OHA will update the over-income limits no later than sixty (60) days after HUD publishes new income limits each year.

Until such time as HUD provides other instruction to set alternative rents, the rent amount for an over-income family will be based upon 100 percent of the applicable HUD published FMR.

G. Interim Recertification of Family Income and Composition

Refer to the MTW Plan Summary dated 1/27/2016 'Activity 2' Elimination of Interim Re-Examinations at www.orl-oha.org.

H. Effective Date of Interim Re-Examination

If re-determination results in a change in rent payment, a letter is sent the resident detailing those changes. If the rent charged to the resident is increased, the new charges take effect on the first (1st) day of the following month but in no less than thirty (30) days and no more than sixty (60) days from the date of the letter. If the rent charged to the resident is decreased, the new charges take effect on the first (1st) day of the following month, but if the change notification received from the date is less than five (5) days before the end of the month, the decrease shall take place on the first (1st) day of the following month.

Chapter 13

TRANSFERS

A. Introduction and General Transfer Policy

1. The OHA shall make transfers without regard to race, color, national origin, religion, sex, familial status, disability, sexual orientation or marital status.¹ Residents can be transferred to accommodate a disability.
2. It shall be the policy of the Orlando Housing Authority (OHA) to approve a family to transfer from one dwelling unit to another to alleviate conditions of hardship that may be caused by physical conditions or to address changes in family circumstances.
3. Transfers may result from actions mandated by OHA or from a request submitted by its residents.
4. Due to costs, OHA will not consider transfer requests based solely on preference for a particular site or location unless such preference for a particular site or location is due to the need to accommodate a person with a disability (e.g., a site or location is near to a specific healthcare provider or healthcare facility).
5. OHA is not obligated to offer another unit to residents that refuse a suitable offer.
6. The OHA will maintain one transfer list for all public housing residents including The Landings at Carver Park, The Villas at Carver and The Villas at Hampton Park who request to transfer.
7. Emergency and administrative transfers are mandatory and refusal to accept an emergency or administrative transfer may be grounds for termination of the lease.
8. The OHA will pay the cost of transferring non-disabled residents from Uniform Federal Accessibility Standards (UFAS) accessible units to non-accessible units when the features of the unit are needed by a resident or applicant with physical disabilities.

B. Types and Priorities of Transfers

The OHA transfer policy outlines four categories of transfers, each with an assigned level of priority. OHA reserves the right to execute transfers outside of the established priority guidelines for documented special circumstances. The transfer chart below outlines the types and priorities of transfers.

¹ Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, handicap, familial status or national origin. The municipal code of the City of Orlando provides discriminatory protection for sexual orientation and gender identity in addition to the federally protected classes listed above.

Priority	Type	Mandatory vs. Non-Mandatory for Residents	Description
1	Emergency		Priority 1 emergency transfers include but are not limited to the following examples outlined in transfer priorities 1a and 1b below. Transfers of priority 1 will be executed as soon as possible.
1a	Emergency	Mandatory	Transfers of this category are to alleviate problems of a life-threatening nature due to situations in which a resident's life is in danger from something other than the condition of the unit or the building. Life threatening conditions include residents who are witnesses to crimes and may face reprisals; residents who are victims of hate crimes or extreme harassment; residents that may be Violence Against Women Act (VAWA) victims.
1b	Emergency	Mandatory	Transfers required by OHA because the condition of a resident's unit or building poses an immediate threat to life, health or safety as determined by OHA, a legal proceeding or other authorized entity. Emergencies are as determined by the Director of Housing Operations and/or his/her designee.
2			Priority 2 transfers include but are not limited to the following examples outlined in transfer priorities 2a and 2b below. Priority 2 transfers will be implemented by the date of request.
2a	Reasonable Accommodations	Non-Mandatory	Transfers determined to be necessary in order to ensure that persons with disabilities are able to fully access and enjoy their housing. Reasonable accommodations resulting in a transfer are processed according to the OHA Reasonable Accommodation Policy by the Reasonable Accommodation Committee.
2b	Administrative	Mandatory	Transferring a non-disabled household from a UFAS-Accessible unit to a non-accessible unit, when the features of the unit are needed by a resident or applicant with physical disabilities.
2c	Reasonable Accommodations	Non-Mandatory	Right of return to Citrus Square Apartments due to RAD conversion.



3	Administrative	Priority 3 administrative transfers include but are not limited to the following examples outlined in transfer priorities 3a, 3b and 3c below.	
3a		Mandatory	1) Demolition 2) Disposition 3) Modernization 4) Rehabilitation 5) Revitalization 6) Redevelopment These transfers include transfers under the Uniform Relocation Act.
3b		Mandatory	Administrative transfers of priority 3b include but are not limited to the following examples: 1) Over-housed / Under-housed 2) Avoid concentration of the most economically and socially deprived families. 3) Address situations that interfere with peaceful enjoyment of premises
3c		Non-Mandatory	Elderly or disabled family moving from family housing to elderly/disabled housing.
4	Administrative	Mandatory	Other

All transfers shall take priority over new admissions with the exception of category 3c. Transfers for category 3b shall be processed at the rate of one transfer to every four new admissions.

C. Processing Transfers

Resident Initiated Transfer Request Process

1. In order to request a transfer, the family should submit their request in writing to their site manager.
2. The site manager will review the request and advise if additional documentation is required.
3. Disability related requests to transfer will be processed by the 504/ADA/Reasonable Accommodation Coordinator and the Reasonable Accommodation Committee.
4. Non-disability related requests to transfer will be processed by the Director of Housing Operations.
5. If the transfer is approved, the transfer will be added to the transfer list and appropriate documentation will be forwarded to the Admissions Department. The family should be notified in writing.
6. Whenever feasible, transfers will be made within the resident’s development or the resident’s area.



7. Once a suitable unit becomes available, the Admissions Manager will make the assignment and notify the family in writing. If an appropriate unit is not available, the resident will be placed on a transfer list and moved to such unit when one becomes available.
8. The transfer notification letter will outline the details of the transfer process.
9. If the assigned unit is refused, OHA is not obligated to offer another unit and the family may be removed from the transfer list.

OHA Initiated Transfers

1. Residents subject to a mandatory transfer will receive one offer.
2. Residents that refuse a mandatory transfer may be subject to lease termination if the PHA determines the refusal was not one of good cause.
3. Residents that refuse a non-mandatory transfer will be removed from the transfer list.

D. Good Record Requirement for Transfers

1. In general, and in all cases of a resident-requested transfer, residents will be considered for transfers only if the head of household and any other family members for the past two years:
 - a. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - b. Do not owe back rent or other charges, or evidence a pattern of late payment;
 - c. Meet reasonable housekeeping standards and have no housekeeping lease violations; and
 - d. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers, other circumstances or when it is to the OHA's advantage to make the transfer. The exception to the good record requirement will be made by Admissions Manager, President/CEO or designee.
3. Absent a determination of exception, the following policy applies to transfers:
 - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
 - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow up housekeeping inspection.

E. Paying for Transfers

Residents shall bear the cost of transfers to correct occupancy standards. OHA will pay for the following types of transfers:

1. The OHA will pay the cost of transferring non-disabled residents from Uniform Federal Accessibility Standards (UFAS) accessible units to non-accessible units when the features of the unit are needed by a resident or applicant with physical disabilities.
2. Structural modifications to units in order to accommodate disability related needs.
3. Certain transfers approved by the Director of Housing Operations or designee.



Chapter 14

TERMINATION OF LEASE

The OHA may terminate a lease for a family because of the family's action or failure to act. Under the lease OHA provides families with a written description of the family obligations under the program, the grounds under which the OHA can terminate the lease and the OHA's informal hearing procedures. This Chapter describes when the OHA is required to terminate a lease, when a family may terminate a lease and the OHA's policies for the denial of a new lease.

A. Automatic Termination of the Lease

The lease terminates automatically if the family moves from the unit, if OHA evicts the family for cause or if for any other reason the lease term is not renewed at the end of the lease term.

B. Termination of the Lease by the Family

The family may terminate the lease with appropriate written notice to the OHA as provided in the lease or may inform the OHA of its intention not to renew the lease upon completion of the lease term. All outstanding obligations under the lease must be met, before the OHA will accept the lease termination and refund any deposits due the family.

C. Termination of the Lease by OHA

If the Site Manager determines that the dwelling unit is overcrowded because of an increase in family size or a change in family composition, the family will be issued a notice of transfer for a larger unit and when a larger unit has been found and a new lease will be executed, OHA will terminate the lease for the overcrowded unit.

If termination is based upon behavior resulting from a disability, the Site Manager will delay the termination in order to determine with the help of experts, if there is a remedy, which would make the behavior resulting from the disability, acceptable for continued occupancy.

Grounds For Termination

Any person on the lease, any guest in the unit or any person under the resident's control is a covered person for all lease conditions.

Mandatory Termination

The OHA must terminate a lease for the following violations:

1. If any member of the family fails to sign and submit to HUD or OHA required consent forms for obtaining information.
2. If any member of the family fails to sign and/or provide appropriate documents to complete annual re-examination.

3. If no member of the family is a U.S. citizen or eligible immigrant.
4. If any family member violates the terms of the lease which constitute grounds for termination [24 CPR 966.4].
5. Any conviction for the manufacture of Methamphetamines on any federally assisted property at anytime in the past or currently.
6. Actual physical abuse or violence against members of the household, against residents of the development or their guests or against OHA staff, its contractors or agents.
7. Registered sex offenders.

Grounds for Termination of Lease

The OHA may, at any time, terminate a lease for a tenant, who seriously or repeatedly violates the lease terms, including any of the following:

1. Failure to pay rent and other payment obligations;
2. Violation of family obligations as listed below;
3. Criminal activity or alcohol abuse, which threatens the health or safety of other public housing residents in the immediate vicinity of the premises or staff of the OHA;
4. Drug crimes on or off the premises by any family member or other person on the lease including trafficking, use of illegal drugs which threaten the health or safety of others or which is pattern of use;
5. A person is fleeing to avoid prosecution or confinement after conviction;
6. A person is violating probation or parole conditions;
7. A person who is engaged in criminal activity as evidence by a police report;
8. A person whose use of alcohol threatens the peaceful enjoyment of the premises by others.

"Abuse which threatens the health or safety of other public housing residents or of OHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets or other language, written or oral, which is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate intention to abuse or commit violence on OHA staff and others.

Grounds for Refusing Renewal of Lease

All adults residing in the unit except those who are exempt, are obligated to perform eight (8) hours of community service per month for a cumulative requirement of ninety-six (96) hours for the term of the lease, one (1) year [24 CFR Part 5 Subpart F].

Failure to perform the service within the 12 months of the lease term requires that the PHA not renew the lease and that the family must move out.

D. Family Obligations

1. The family must supply any information that the OHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR, part 5). "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the OHA or HUD for use in a regularly scheduled re-examination or interim re-examination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers as provided by 24 CFR part 5 and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 and 24 CFR, part 5.
4. All information supplied by the family must be true and complete.
5. The family is responsible for any violations of state and local habitability codes caused by the family.
6. The family must allow the OHA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the site manager before the family moves out of the unit or terminates the lease on notice to the OHA.
9. The family must use the unit for residency by the family. The unit must be the family's only residence.
10. The composition of the family residing in the unit must be approved by the OHA. The family must promptly inform the OHA of the birth, adoption or court-awarded custody of a child and provide legal documentation. The family must request OHA approval to add any other family member as an occupant of the unit.
11. The family must promptly notify the OHA if any family member no longer resides in the unit.
12. If the OHA has given approval, a foster child or live-in aide may reside in the unit. If the family does not request approval, or OHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
13. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family and are permitted by State and local codes.
14. The family must not sublease.
15. The family must not assign the lease or transfer the unit.
16. The family must supply any information or certification requested by the OHA to verify that the family is living in the unit, or relating to family absence from the unit, including any OHA requested information or certification on the purposes of family absences. The family must cooperate with the OHA for this purpose. The family must promptly notify the OHA of absence from the unit.
17. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
18. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
19. The members of the family may not engage in alcohol abuse, which threatens the safety, health and enjoyment of the premises by others or the OHA staff.

20. A family, or members of the family, may not occupy LRPB while receiving another housing subsidy for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance programs.
21. Every covered adult member of the family must perform eight (8) hours of community service as approved by the OHA each month.

Housing Authority Discretion

In deciding whether to terminate a lease because of action or failure to act by members of the family the OHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance and the effects of termination of assistance on other family members who were not involved in the action or failure to act.

However, mandatory terminations listed in A.I above does not allow for OHA discretion to consider circumstances.

The OHA may impose, as a condition of continued assistance for other family members. a requirement that family members who participated in, or were culpable for the action or failure, will not reside in the unit. The OHA may permit the other members of a family to continue in the program except where expressly prohibited such as failure to perform the required community service or certain other criminal behavior including drug trafficking.

Enforcing Family Obligations

The term “Promptly”, when used with Family Obligations always means “within ten (10) days”. Termination of a lease is always optional except where this Plan or the regulations state otherwise.

Housing habitability code breaches: a certified inspector will determine whether a breach of the State or local habitability codes is the responsibility of the family. Families may be given a period of time not to exceed 30 days to cure such breaches, but the Public Housing Director.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

- If the Site Manager has documented serious or repeated violation of the lease.
- If the Site Manager notified the family of termination of the lease for serious or repeated lease violations and the family moves from the unit prior to the completion of court action and
- If there are police reports, neighborhood complaints or other third party information, and the OHA has verified the information.

Chapter 15

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

This Chapter describes the OHA's policies, procedures and standards for leases; Leases have provisions for the family's liability to the OHA when families move out. The lease has a provision for damages and for court, legal and rental losses when a family is evicted.

A. OHA Claims

Under leases OHA may make claims for damages, unpaid rent and vacancy loss (vacancy losses include court, legal and lost revenue costs when a person vacates the unit due to eviction or leaving the unit without notice).

OHA claims for payment for unpaid rent, damages, court costs, legal costs or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The OHA establishes standards by which to evaluate claims, but the burden of proof rests with the family.

If the vacancy loss is claimed the OHA will ascertain whether or not the family gave proper notice of its intention to move and whether it was evicted. The file will also be reviewed to verify family compliance at the time the contract was terminated.

The tenant is ultimately responsible to reimburse the OHA for claims of the OHA. The OHA will have the right to retain any and all deposits to settle the claims and to sue for the balance if any.

B. Unpaid Rent

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the lease. Separate agreements for other items, which are specified in the lease, are considered a tenant obligation under the lease.

C. Rental Loss

Rental loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

1. In order to claim rental loss, the unit must be available for lease and the site manager must:
 - a. Contacting applicants on the waiting list, if any;
 - b. Advertising the availability of the unit if necessary, and
 - c. Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death the OHA will not pursue rental losses.

To ensure valid claim processing the OHA will conduct a thorough move-out inspection noting "conditions" as well as code deficiencies, take pictures of questionable items and send a report of all items to the tenant.

The tenant *may* be present during the move-out inspection and only damages verified by the OHA are reimbursable from the tenant deposits or other tenant sources.

2. Claims for unpaid utility bills cannot be approved as part of a claim.
3. Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical painting are not the obligation of the tenant.

D. Move-Out and Closeout Inspections

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit. Orlando Housing Authority's certified inspection staff will conduct move-out inspections.

The OHA's Initial Inspection of the unit at original lease time or the latest annual inspection will include a "conditions" report which will be compared to the conditions found during the move-out inspection.

When a tenant 'skips out' without notifying the OHA, the Site Manager will notify the tenant of the proposed inspection within 24 hours of learning of the move-out and will complete it within 2 business days of the discovery of the move-out.

When a tenant provides notice of the move-out, the Site Manager will notify the tenant that an inspection will be conducted on the day of the move-out. If the tenant is not present the move-out inspection will not be rescheduled.

A refund of deposits by the tenant will not be approved *until* the move-out inspection is completed, except that if the tenant gave proper notice according to the lease terms and the OHA failed to make _ move-out inspection prior to or on the move-out day.

In the event that the OHA is unable to inspect the unit within two business days of move-out, the resident will be permitted to use date-stamped photographs to refute any claims of damages by the OHA.

E. Processing Claims

Any amount owed by the tenant to the OHA for unpaid rent or damages will first be deducted from the deposits that the OHA collected under the program rules. If the deposits are insufficient to reimburse the OHA for the unpaid tenant rent, or other amounts, which the family owes under the lease, the OHA may sue for reimbursement from the tenant up to the limits for the claim.

Other Requirements for Claims Processing

The OHA will require proof that the tenant has complied with State and local laws applicable to security deposits before making payment on any claim.

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery. Costs of filing eviction to remove the tenant, or any other legal fees, will be reimbursed.

When families owe money to the OHA it will make every effort to collect it. It will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments
2. Civil suits
3. Repayment agreements
4. Abatements
5. Reductions
6. Collection agencies
7. Credit bureaus

Chapter 16

FAMILY DEBTS TO THE OHA

A. Repayment Agreement for Families

A Repayment Agreement, as used in this Plan, is a document entered into between the OHA and a Resident who owes a debt to the OHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement and the remedies available to the OHA upon default of the agreement. It is attached to the lease as an amendment to the lease and must be executed by the same parties to the original lease agreement.

The maximum amount, for which the Tenant Integrity Director may enter into an agreement for, is up to \$1,000. The maximum length of time the OHA will enter into a repayment agreement with a family is 12 months.

Late Payments

A payment will be considered to be in arrears if the:

1. payment has not been received by the close of the business day on which the payment was due.
2. due date is on a weekend or holiday
3. the due date will be at the close of the next business day.
4. Family's repayment agreement is in arrears the OHA will require the family to pay the balance in full, or pursue civil collection of the balance due and terminate the lease.

If the family requests a move to another unit or to another program such as the Section 8 Housing Choice Voucher program and has a repayment agreement in place for the payment of a claim and the repayment agreement is not in arrears, the family will be required to pay the balance in full prior to transfer.

If the family repays the past due amount, they will be permitted to move. There are some circumstances in which the OHA will not enter into a repayment agreement. They are:

- If the family already has a Repayment Agreement in place.
- If the OHA determines that the family committed program fraud.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the OHA and the head of household only.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship and the approval of the Housing Operations Director.

No move will be approved until the debt is paid in full, unless the move is the result of the following - causes, and the Repayment Agreement is current:

- Family size exceeds the occupancy standards
- A natural disaster

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the OHA:

- The OHA will not enter into more than one Repayment Agreement at time with the same family
- Additional amounts owed by the family will not be added to the existing repayment agreement
- If a Payment Agreement is in arrears more than 30 days any new debts must be paid in full

B. Debts Owed for Damage Claims

If a family owes money to the OHA for damages paid by the OHA, it will enter into a Repayment Agreement. .

C. Debts Due to Fraud/Non-Reporting of Information

HUD's definition of program fraud and abuse is a single act or pattern of actions which constitutes false statements, omissions; or concealment of-a substantive fact, made with intent to deceive or mislead and that results in use of OHA funds in violation of program requirements.

Family Error/Late Reporting

Families who owe money to the OHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

Program Fraud

Families who owe money to the OHA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

If a family owes an amount that equals or exceeds \$1,000.00 as a result of program fraud, the case will be referred to the Office of Inspector General. Where appropriate, the OHA will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

1. The maximum time period for a Repayment Agreement will be 12 months.

2. The family will be required to pre-pay 25% of the amount owed prior to, or upon, execution of the Repayment Agreement.



Chapter 17

COMPLAINTS AND APPEALS

The informal Hearing requirements defined in HUD regulations are applicable to tenant families who disagree with an action, decision, or inaction of the OHA. This Chapter describes the policies, procedures and standards to be used when families disagree with an OHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the OHA to ensure that all families have the benefit of all protections due to them under the law.

A. Complaints to the OHA

The OHA will respond promptly to complaints from families, employees and members of the public. All complaints will be documented. The OHA does require that complaints other than habitability code violations be put in writing. Habitability code complaints may be reported by telephone.

Categories of Complaints

1. **Complaints from families:** If a family disagrees with an action or inaction of the OHA they will be referred to the Housing Operations Director.
2. **Complaints from staff:** If a staff person reports a family either violating or not complying with program rules it will be referred to the Housing Operations Director.
3. **Complaints from the general public:** Complaints or referrals from persons in the community in regard to the OHA or a tenant family will be referred to the Public Housing Director.

B. Informal Review Procedures for Applicants

Reviews are provided for applicants who are denied admission. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status the applicant is entitled to an informal hearing.

When the OHA determines that an applicant is ineligible for the program the family must be notified of their ineligibility in writing. The notice must contain:

- The reasons(s) they are ineligible,
- The procedure for requesting a review if the applicant does not agree with the decision and
- The time limit for requesting a review.

The OHA must provide applicants with the opportunity for an Informal Review of decisions denying:

- Qualification for a preference
- Listing on the OHA's waiting list
- Offer of a unit
- Execution of a lease

- Informal Reviews are not required for established policies and procedures and OHA determinations such as:
 - a. Discretionary administrative determinations by the OHA
 - b. General policy issues or class grievances
 - c. A determination of the family unit size and under the OHA occupancy standards

Procedure for Review

1. A request for an Informal Review must be received in writing by the close of the business day, no later than thirty (30) days from the date of the OHA's notification of ineligibility. The informal review will be scheduled within ten days from the date the request is received.
2. The person who made or approved the decision under neither review, nor a subordinate of such person may not conduct the Informal Review.
3. The Review Committee of the OHA not including the Site manager in question or the Admissions staff will conduct the Review.
4. The applicant will be given the option of presenting oral or written objections to the decision. Both the OHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist than at their own expense.
5. A Notice of the review findings will be provided in writing to the applicant within ten days after the review. It shall include the decision of the review officer and an explanation of the reasons for the decision.
6. All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file.

C. Informal Hearing Procedures

The OHA will provide a copy of the hearing procedures in the family briefing packet.

When the OHA makes a decision regarding the eligibility and/or the amount of rent, applicants and tenants must be notified in writing. The OHA will give the family prompt notice of such determinations, which will include:

- The proposed action or decision of the OHA
- The date the proposed action or decision will take place
- The family's right to an explanation of the basis for the OHA' s decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

The OHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following OHA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing rental payment.
2. Appropriate utility allowance used from schedule for income-based rents.
3. Family unit size determination under OHA occupancy standards.
4. Determination that the tenant family is under-occupied in their current unit and a request for exception is denied.
5. Determination that a disabled person is required to perform Community Service.
6. Determination to terminate a lease for any reason.

The OHA must always provide the opportunity for an informal hearing before termination of a lease.

Informal hearings are not required for established policies and procedures and OHA determinations as noted above in Section A.

Notification of Hearing

It is the OHA's objective to resolve disputes at the lowest level possible and to make every *effort* to avoid the most severe remedies. However, if this is not possible, the OHA will ensure that applicants and tenants will receive all of the protections and rights afforded by the law and the regulations.

When the OHA receives a request for an informal hearing a hearing shall be scheduled within ten days. The notification of hearing will contain:

1. The date and time of the hearing.
2. The location where the hearing will be held.
3. The family's right to bring evidence, witness's legal or other representation at the family's expense.
4. The right to view any documents or evidence in the possession of the OHA upon which the OHA based the proposed action and at the family's expense, to obtain a *copy* of such documents prior to the hearing.

Resident Grievance Procedure

Purpose and Scope

The grievance procedure as defined in the United States Department of Housing and Urban Development (HUD) regulation subpart B of 24 CFR 966.50 is applicable to residents in public housing who disagree with an action, decision, or inaction of the Orlando Housing Authority (OHA). The grievance procedure describes the policies and procedures to be used when families disagree with an OHA decision. It is the policy of the OHA to ensure that all families have the benefit of all protections due to them under law.

Applicability

This Grievance Procedure applies to all individual grievances, except any grievance that concerns a termination of tenancy or eviction that involves:

- (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents, OHA employees, or
- (b) Any violent or drug-related criminal activity on or off such premises, and
- (c) Any criminal activity that resulted in a felony charge/conviction of a household member.

This Grievance Procedure shall not be applicable to disputes between residents not involving the OHA or to class grievances, nor is this procedure intended to be a forum for initiating or negotiating policy changes between a group or groups of residents and the Orlando Housing Authority.

Definitions

For the purpose of this procedure, the following definitions are applicable:

- (a) “Grievance” shall mean any dispute which a resident may have with respect to the Authority’s action or failure to act in accordance with the individual resident’s lease or OHA regulations which adversely affect the individual resident’s rights, duties, welfare or status.
- (b) “Complainant” shall mean any resident whose grievance is presented to OHA.
- (c) “Hearing Officer” is a person selected in accordance with this grievance procedure to hear grievance and render a decision with respect thereto.
- (d) “Elements of Due Process” shall mean an eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident on the grounds for termination of tenancy, and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by OHA including the right to confront and cross-examine witnesses and to present any affirmation, legal, or equitable defense which the resident may have.

Procedures to obtain a Grievance

- (a) Any grievance shall be personally presented either orally or in writing (telephone calls will not be accepted), to the site management office or to the Orlando Housing Authority Central Office. The grievance must be presented within five (5) working days of the Housing Authority’s act or failure to act, which is the basis of the grievance.
- (b) Complainant’s written request for a hearing shall specify:
 - 1. The particular grounds upon which it is based,
 - 2. The action requested; and
 - 3. The name, address, and telephone number of the complainant, and similar information about the complainant’s representative, if any.

Failure to request a Grievance hearing

If the complainant does not request a hearing within five (5) business days, the complainant waives his/her right to a hearing, and OHA’s proposed disposition of the grievance becomes final.

Selection of Hearing Officer

Grievance shall be presented before a Hearing Officer. The Hearing Officer shall be an impartial disinterested person selected by the Orlando Housing Authority.

Scheduling Grievance

If the complainant complies with the procedures as outlined above, the Hearing Officer shall schedule a hearing within ten (10) business days.

Grievance Hearing Procedures

- (a) The grievance hearing shall be held before a Hearing Officer.
- (b) The complainant shall be afforded a fair hearing and provided the basic safeguards of due process to include:
 - 1. The opportunity to examine and to copy before the hearing all documents, records, and regulations of the Orlando Housing Authority that are relevant to the hearing with at least 48-hour notice to the Orlando Housing Authority prior to the hearing.
 - 2. The OHA shall also have the opportunity to examine and to copy all documents, records, and statements that the resident plans to submit during the hearing to refute OHA's inaction or proposed action. Any documents not made available to OHA may not be relied upon at the hearing.
 - 3. The right to be represented by counsel or other person chosen as a representative.
 - 4. The right to present evidence and arguments in support of the complaint, to controvert evidence presented by the OHA, and to confront and cross-examine all witnesses upon whose testimony or information the OHA relies, limited to the issues for which the complainant has received the opportunity for a hearing.
 - 5. The right to a decision based solely and exclusively upon the facts presented at the hearing.
 - 6. If the Hearing Officer determines that the issue has been previously decided in another proceeding, a decision may be rendered without proceeding with the hearing.
 - 7. At the hearing, the OHA must sustain the burden of justifying the OHA's action or failure to act against which the complaint is directed. The complainant must show an entitlement to the relief sought.
 - 8. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party and granting of or denial of the relief sought, as appropriate.

Accommodation of persons with disabilities

- (a) The OHA will provide reasonable accommodation for persons with disabilities to participate in the hearing. See the Reasonable Accommodations Policy for Public Housing at www.orl-oha.org.
- (b) If the tenant is visually impaired, any notice to the tenant, which is required under this subpart, will be in an accessible format.

- (c) The OHA will provide interpreters for persons whose primary language is not English.
- (d) The Violence Against Women Act (VAWA) provisions will be considered by the Hearing Officer.

Decisions of the Grievance Hearing officer

- (a) The Hearing Officer shall give the OHA and the complainant a written decision, including the reasons for the decision, within ten (10) working days following the hearing. The OHA will place one copy in the tenant file. The written decision of the hearing will be sent to the complainant's address.
- (b) A decision by the Hearing Officer in favor of the Orlando Housing Authority which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, nor affect in any manner whatsoever any rights the complainant may have to trial or judicial review in any judicial proceedings which may thereafter be brought in the matter.



Appendix A-1

DEFINITIONS

Note: In many instances the definition listed below is a summary of the regulatory definition. Consequently, users of this manual should consult the CFR appropriate section for the full and accurate definition.

HUD ASSISTED HOUSING	CFR Citation LRPH	CFR Citation Section 8
<u>Accessible Dwelling Units</u>		
When used with respect to design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards is “accessible” within the meaning of this paragraph. When an individual unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards, which address the impairment of that individual.	24 CFR Section 8.32 and Section 40 (the Uniform Federal Accessibility Standards)	
<u>Accessible Facility</u>		
All or any portion of a facility <i>other than</i> an individual dwelling unit used by individuals with physical handicaps.	(24 CFR 8.21)	
<u>Accessible Route</u>		
Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.	(24 CFR 8.3 & 40.3.5)	
<u>Admission</u>		
Admission to the program is the effective date of the Lease for Low Rent Public Housing and execution of the HAP agreement for Section 8 vouchers.		
<u>Adjusted Income</u>	CFR Citation LRPH	CFR Citation Section 8



Adjusted income (income upon which rent is based) means Annual Income less the permitted deductions and exemptions.	(24 CFR 5.611)	
<u>Alteration</u>		
Any change in a facility or its permanent fixtures or equipment. Does not include normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.		
<u>Annual Income</u>		
Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.	(24 CFR 5.609) There are various exclusions from income as well (24 CFR 5.809)	
<u>Anticipated Annual Income</u>		
If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine (9) months, or for residents receiving unemployment compensation.		
<u>Applicant</u>		
A person or a family that has applied for admission to housing but is not yet a participant in the program.		
<u>Application</u>		
A written form, to be signed and dated by an adult member of the family, which includes information the Authority, needs to determine whether the family may be admitted.		
<u>Appropriate Unit Size</u>		
The PHA may match family characteristics with the type of unit available, however such restrictions must be reasonable.		(24 CFR 960.206 (c))
<u>Area of Operation</u>		
The municipality for which the Authority is created and the area that is within the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. To operate in another	CFR Citation LRPH	CFR Citation Section 8



jurisdiction requires a resolution from the governing body of that jurisdiction.		
<u>Assets</u>		
Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.		
<u>Auxiliary Aids</u>		
Services or devices, which enable persons with, impaired sensory, manual or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.	(24 CFR 8.3)	
<u>Care Attendant</u>		
A person who regularly visits the unit of an Authority resident to provide supportive or medical services. Care attendants have their own place of residence (and if requested by the Authority, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.		
<u>Ceiling Rent</u>		
A maximum Total Tenant Payment amount established by the Authority, which may be tied to one or more individual development(s), sites or unit sizes. ²	(24 CFR 5.614)	
<u>Child Care Expenses</u>		
A deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be non-reimbursed expenses and shall not exceed: <ol style="list-style-type: none"> 1. The amount of employment income included in the Authority’s computation of annual income. 2. An amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment. The Authority may use the average of rates obtained from four (4) local childcare facilities to determine a reasonable maximum child care expense. 		

² OHA does not have ceiling rents.



3. When there is an unemployed adult household member in the family, child care expenses will not be allowed, unless family can provide proof that the available adult member is not physically or mentally capable of providing child care.		
<u>Co-Head of Household</u>	CFR Citation LRPH	CFR Citation Section 8
A household where two persons are held responsible and accountable for the family. A family may have a Co-head or spouse, but not both. A Co-head never applies as a spouse.		
<u>Community Service</u>		
The mandatory performance of voluntary work or duties in the public benefit which serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded. Work for the authority, which is the responsibility of employees, is also not eligible. There are a number of exempt classes of people and the requirement only applies to public housing residents.		(24 CFR 960.603)
<u>Dependent</u>		
A member of the household (other than head, spouse, sole member, foster child, foster adults, or Live-in Aide) who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student.	(24 CFR 5.603)	
<u>Designated Family</u>		
The category of family for whom a housing authority elects (subject to HUD approval of an Allocation Plan) to designate a development (e.g., elderly family in a development designated for elderly families) in accordance with 1992 Housing Act.		(24 CFR 945.105)
<u>Designated Housing</u>	CFR Citation LRPH	CFR Citation Section 8
A development or portion of a development designated for elderly only or for disabled families only in accordance with HUD regulations		(24 CFR 945.105)
<u>Development</u>		



(504 Definition) - Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site.	(24 CFR 8.3)	
<u>Dilapidated</u>		
The unit does not provide safe and adequate shelter and in its present condition endangers the health, safety or well being of the family or has such considerable defects as to require extensive repair or rebuilding. The defect may involve original construction or may result from continued neglect or lack of repair or from serious damage to the structure.		
<u>Disability Assistance Expense</u>		
Amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities, where such expenses are necessary to permit a family member or family members, including the disabled person, to be employed. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.	(24 CFR 5.603)	
<u>Disabled Family</u>		
A family whose head/co-head/spouse or sole member is a person with disabilities. The term includes two or more persons with disabilities living together and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly.	(24 CFR 5.403)	(24 CFR 945.105)
<u>Disabled Person</u>	CFR Citation LRPH	CFR Citation Section 8
(1) Individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.		



<u>Displacement</u>	CFR Citation LRPH	CFR Citation Section 8
See Involuntary Displacement below		
<u>Divestiture Income</u>		
Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value.		
<u>Domestic Violence</u>		
See Involuntary Displacement below		
<u>Due Process Determination</u>		
A determination by HUD that specified procedures for judicial eviction under State and local law require that a resident be given the opportunity for a hearing in court, which provides the basic elements of due process before eviction from the unit.		
<u>Economic Self-Sufficiency Program</u>		
Any program designed to encourage, assist, train or facilitate the economic independence of assisted families.		
<u>Elderly Family</u>		
A family whose head, co-head, spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly.	(24 CFR 5.403)	
<u>Elderly Household</u>		
An elderly family or elderly person including any live-in aides or other persons.		
<u>Elderly Person</u>		



A person who is at least 62 years of age for Federal programs.	(24 CFR 5.100)	
<u>Elements of Due Process</u>	CFR Citation LRPH	CFR Citation Section 8
The court procedures for eviction under State and local law require all of the following before eviction from a unit: <ol style="list-style-type: none"> 1. the opportunity for a hearing on the existence of serious or repeated lease violations or other good cause for eviction 2. advance notice of the hearing, and of the alleged reasons for eviction 3. hearing before an impartial party 4. the opportunity to be represented by counsel 5. the opportunity to present evidence and question witnesses 6. a decision on the reasons for eviction before the occupants are evicted 		(24 CFR 966.53)
<u>Eligibility Income</u>		
This is the applicant’s Annual Income amount. This figure is compared to the approved income limits (issued annually) to determine if an applicant family is eligible for admission.		
<u>Exempt Individuals</u>		
The following individuals are exempt from the “Community Service” requirement for occupants of HUD-assisted Low Rent Public Housing: <ol style="list-style-type: none"> 1. A person 62 years or older, 2. A blind or disabled person (as defined by the Social Security Act Section. 216 (I)(1) or 1614 and who certifies that she/he is unable to comply with the service provisions to the extent of their disability 3. The primary caretaker of a person in 2. above 4. Is employed 5. Meets the exemption requirements under state or federal ‘welfare-to-work’ programs 		(24 CFR 960.601)
<u>Extremely Low Income Family</u>		
A Family who’s Annual Income is equal to or less than 30% of Area Median Income, adjusted for family size, as published by HUD.	(24 CFR 5.603)	



<u>Eviction</u>	CFR Citation LRPH	CFR Citation Section 8
Requiring the occupants to move out of the unit freely or with force.		
<u>Family</u>		
Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, the following: (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or (2) A group of persons residing together, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A near-elderly family; (d) A disabled family; (e) A displaced family; and (f) The remaining member of a tenant family.	(24 CFR 5.403)	
<u>Family Self Sufficiency</u>		
Any approved program established by the Authority to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families no longer needing public assistance.		
<u>Flat Rents</u>		
Total Tenant Payments set by the Authority, which are based on market rate (unassisted) rents and comparable to rents in the private sector for similar type and size units.	(24 CFR 5.614)	(24 CFR 960.253)
<u>Foster Child/adult</u>		
A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.		
<u>Fraud</u>		
Fraud as defined under any Federal or State civil or criminal statute, or any other deliberate misrepresentation to this Authority by any member of an applicant or resident family.		(24 CFR 966.2)



<u>Fulltime Student</u>	CFR Citation LRPH	CFR Citation Section 8
A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institutions include but are not limited to: colleges, universities, secondary schools, vocational schools or trade schools.	(24 CFR 5.603)	
<u>Grievance Procedures</u>		
Procedures whereby an applicant or tenant or voucher holder may challenge decisions and determinations of the Housing Authority for admission to programs or for actions under executed leases.		(24 CFR 966)
<u>Handicapped Person</u>		
See Disabled Person above.	(24 CFR 8.3)	
<u>Handicapped Assistance Expenses</u>	CFR Citation LRPH	CFR Citation Section 8
See Disability Assistance Expenses above.		
<u>Hardship Waiver (Minimum Rent)</u>		
A family occupying HUD-assisted housing may apply for a waiver of the minimum rent If one of the following situations occurs: <ol style="list-style-type: none"> 1. Family has lost eligibility for or is awaiting approval of federal, state, or local assistance (except under fraudulent circumstances and/or non-compliance with program requirements) 2. Family’s income has decreased because of changes in circumstances, including loss of employment 1. A household family member has died <p>The working definition of the Housing Authority is contained in the procedures sections of the ACOP.</p>		
<u>Hate Crimes</u>		
See involuntary displacement below		
<u>Head of Household</u>		
Head of household is the family member (identified by the family) who is held responsible and accountable for the family.		



<u>Homeless Family</u>	CFR Citation LRPH	CFR Citation Section 8
<p>An applicant who is a homeless person/family is considered as living in substandard housing. Single Room Occupancy (SRO) housing is not substandard solely because it does not contain sanitary or food preparation facilities or both. Homeless includes an individual or family who:</p> <ul style="list-style-type: none"> a. lacks a fixed regular and adequate nighttime residence, and has a primary nighttime residence that is: b. a supervised public or privately operated shelter designed to provide temporary living accommodations including hotels, congregate shelters and transitional housing for the mentally ill, or c. an institution which provides a temporary residence for individuals intended to be institutionalized, or d. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A homeless family does not include any individual imprisoned or otherwise detained pursuant to an act of the Congress or State Law. 		
<u>Household</u>		
<p>The resident and other persons who live in a unit with written approval of the Authority. <i>[Note that for HUD, there is a difference between the definition of family and household. So income is determined by examination of the family not of the household but unit size is affected by household size]</i></p>		(24 CFR 966.2)
<u>Housing Quality Standards (HQS)</u>		
<p>The HUD minimum quality standards for housing assisted under the Section 8 Housing Choice Voucher program.</p>	(See Uniform Physical Condition Standards at 24 CFR Part 5)	
<u>HUD</u>		
<p>The Department of Housing and Urban Development or its designee.</p>		
<u>Imputed Welfare Income</u>	CFR Citation LRPH	CFR Citation Section 8



The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s income for purposes of determining rent.	(24 CFR 5.615)	
<u>Income – Adjusted</u>		
See “Adjusted Income”		
<u>Income – Annual</u>		
See “Annual Income”		
<u>Income Based Rent</u>		
Total Tenant Payment that is based on the family’s income.		
<u>Income – Eligibility</u>		
See Eligibility Income		
<u>Income Exclusions (Mandatory)</u>		
For the first 12 months 100% and for the ensuing 12 months, 50% of the following earnings are excluded when calculating a family’s rent for initial certification or for redetermination for the next 12 months: 1. Earnings of a family member who was previously unemployed for a period of at least 1 year 2. Earnings of a family member who earned less than 10 hours a week for 50 weeks at the minimum wage in the prior 12 months 3. Earnings of a family member who is in a job training or self-sufficiency program 4. Earnings of a family member who had been receiving welfare anytime in the previous six months 5. Earnings of a minor (See also Individual Savings Accounts)		(24 CFR 960.255)
<u>Income Exclusions (Optional)</u>		
See “Permissive Deductions”		
<u>Income Limits</u>	CFR Citation LRPH	CFR Citation Section 8
The income limits for each county in the state are determined and published by HUD annually. Income		



<p>limits are based on 30%, 50% and 80% of median for the area. The Authority’s current income limits are contained in the ACOP.</p>		
<p><u>Individual Savings Accounts</u></p>		
<p>This is an option which may be offered to tenants in lieu of ‘Income Exclusions (Mandatory)’ and “Phase-in of Earned Income”. These are modeled on the Family Self-Sufficiency ‘Escrow Accounts’.</p>		
<p><u>Interim Redetermination</u></p>		
<p>A tenant may have their rent adjusted before the redetermination date due to changes in circumstances.</p>		
<p><u>Involuntary Displacement</u></p>		
<p>A resident of Orange County displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This includes the following:</p> <ol style="list-style-type: none"> 1. A disaster such as fire or flood which results in the applicant’s unit being uninhabitable. 2. Activity associated with a government body for a public improvement or development program or in connection with code enforcement or in connection with modernization activities of the LHA and which results in an applicant being forced to move. 3. The applicant has vacated his/her housing unit as a result of current actual or threatened physical violence directed against the applicant or a family member by a spouse or other member of the applicant's household or the applicant lives in a housing unit with such an individual who engages in such violence. For the purposes of this section, the actual or threatened violence must have occurred recently or be of a continuing nature, must be verified by a law enforcement agency or court of Law and the perpetrator of the violence may not reside with the family after admission unless the Authority has given advance written approval. 4. When a family member provides information on criminal activity to a law enforcement agency and based on the agency's assessment a recommendation is made for re-housing to avoid reprisals. 		



<p>5. Actual, threatened physical violence or intimidation against a person or property which is based on the person's race, color, religion, sex, national origin, handicap, or familial status.</p> <p>6. Applies when a family member has a mobility or other impairment which makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to accommodate the person.</p> <p>7. Displacement caused by disposition of a multifamily project.</p> <p>8. Action by a Landlord to take possession of a unit for personal occupancy or for conversion to some other non housing rental use.</p>		
<p><u>Kinship Care Giver</u></p>	<p>CFR Citation LRPH</p>	<p>CFR Citation Section 8</p>
<p>An arrangement in which a relative or non-relative becomes the care giver for a child or children but is not the biological parent of the child or children. The primary care giver need not have legal custody of such child or children to be a kinship care giver under this definition.</p>		
<p><u>Live-in Aide</u></p>		
<p>1. A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:</p> <ul style="list-style-type: none"> a. is determined by the Authority to be essential to the care and well being of the person(s) b. is not obligated to support the family member c. would not be living in the unit except to provide the necessary supportive services <p>2. A Live-in Aide is not listed on the Lease and cannot become a remaining family member for continued occupancy purposes.</p> <p>3. A Live-in Aide's income is not counted in determining the family's income.</p>	<p>(24 CFR 5.403)</p>	
<p><u>Local Preference</u></p>	<p>CFR Citation LRPH</p>	<p>CFR Citation Section 8</p>
<p>Any preference used by the Authority to select among applicant families. For the Authority's preferences see the relevant section of the ACOP document.</p>		<p>(24 CFR 960.206)</p>
<p><u>Local Resident</u></p>		



A person living or working in a municipality or has been hired to work in that municipality.		(24 CFR 960.206)
<u>Low Income Family</u>		
A family whose annual income does not exceed 80% of the median income for the area as determined by HUD, with adjustments for smaller and larger families.		
<u>Medical Expense</u>		
Deductible medical expenses for the purposes of determining a family’s adjusted income include but are not limited to: <ol style="list-style-type: none"> 1. services of physicians and other health care professionals 2. services of health care facilities 3. health insurance premiums, including cost of Medicare 4. prescription and non-prescription medicines 5. transportation to and from treatment 6. dental expense 7. eyeglasses 8. hearing aids and batteries 9. attendant care (unrelated to employment of family members) <p>These are expenses which are anticipated during the period for which annual income is computed and which are not covered by insurance.</p>	(24 CFR 5.603)	
<u>Medical Expense Allowance</u>		
For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance.	(24 CFR 5.611)	
<u>Minimum Rent</u>	CFR Citation LRPH	CFR Citation Section 8
A household will pay a \$50 minimum rent. This minimum rent is the Total Tenant Payment, which is reduced by an allowance for utilities where the resident pays part or all of the utilities.		
<u>Minor</u>		
A minor is a person less than 18 years of age. Some minors are permitted to execute contracts, provided a court has declared them emancipated.		



<u>Mixed Population Development</u>		
A public housing development for elderly and disabled families. The Authority is not required to designate this type of development under 24 CFR 945 or prepare an allocation plan.		(24 CFR 960.405)
<u>Mixed Family</u>		
A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.	(24 CFR 5.504)	
<u>Monthly Income</u>		
One-twelfth of Annual Income	(24 CFR 5.603)	
<u>Monthly Adjusted Income</u>		
One-twelfth of Adjusted Income	(24 CFR 5.603)	
<u>Multifamily Housing Development</u>		
For purposes of 504, means a development containing five or more dwelling units.	(24 CFR 8.3)	
<u>Near-Elderly Family</u>		
A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly. persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.	(24 CFR 5.403)	
<u>Near Elderly Person</u>	CFR Citation LRPH	CFR Citation Section 8
A person who is at least 50 years of age but below 62 who may be a person with a disability.	(24 CFR 5.603)	
<u>Negative Rent</u>		
See Utility Reimbursement		
<u>Net Family Assets</u>		
1. The net cash value, after deducting reasonable costs (e.g., brokerage or legal fees, settlement costs, penalties for early withdrawal) that would be incurred in disposing of	(24 CFR 5.603)	



<ol style="list-style-type: none"> a. Real property (lend, houses, mobile homes) b. Savings (CD, IRA or KEOGH accounts; checking and savings accounts, precious metals) c. Cash value of whole life insurance policies d. Stocks and bonds (mutual funds, corporate bonds, savings bonds) e. Other forms of capital investments (business equipment) excluding interests in Indian trust lands and excluding equity accounts in HUD home ownership programs <ol style="list-style-type: none"> 2. In the case of a trust fund not revocable by or controlled by any members of the family or household, the value of the trust fund will not be considered an asset as long as the fund continues to be held in trust. Any income from the trust shall be counted as income. 3. If a family disposed of an asset within the two years preceding the date of the application or redetermination at less than fair market value, the difference between what they received and what they would have gotten, had they received the fair market value is counted as an asset for purposes of determining net family assets. 4. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms. 		
<u>Non-citizen</u>	CFR Citation LRPH	CFR Citation Section 8
A person who is neither a United States citizen nor a national of the United States.	<i>(24 CFR 5.504)</i>	
<u>Over-Income Family</u>		
An individual or family who is not a low-income family at the time of initial occupancy. [Note that police officers who are over income may be permitted to reside in public housing as part of a security plan]		<i>(24 CFR 960.503,505)</i>
<u>Participant</u>		
A participant is a family which has executed a lease for Low Rent Public Housing or a HAP agreement for Section Housing Choice Vouchers.		

<u>Permissive Deductions</u>		
Permissive deductions are optional for a PHA and the lost revenue as a result of their application will not be made up from HUD subsidies. Once applied to a family they cannot be withdrawn until the next annual redetermination.		
<u>Pet Policy</u>		
Pets must be permitted in public housing but the PHA is permitted to adopt reasonable rules governing their possession.		<i>(24 CFR 960.701ff)</i>
<u>Phase-in of Earned Income</u>		
If a family member is qualified for the “Earned Income Exclusion (Mandatory)” and she/he continues employment in the subsequent year, any rent increase must be only 50% of what would have been due if calculated in full.		<i>(24 CFR 960.255(b)(2))</i>
<u>Portion of Development</u>		
Includes one or more buildings in a multi-building development one or more floors of a development or developments; a certain number of dwelling units in a development or developments.		<i>(24 CFR 945.105)</i>
<u>Pregnant Woman or Adopting Parent</u>		
An applicant, who is a pregnant woman or an applicant (male or female) who is in the process of obtaining legal custody of any individual who is not 18 years of age, shall be treated as if that unborn child or to be adopted child is a person for family composition determination.		
<u>Public Assistance</u>	CFR Citation LRPH	CFR Citation Section 8
TANF, SSI, SS or other payments to families and individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or local governments.		
<u>Reasonable Accommodation</u>		
Making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.		
<u>Redetermination</u>		



Also called re-examination or redetermination. The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.		(24 CFR 960.253)
<u>Re-certification</u>		
See new term “Redetermination”		
<u>Resident</u>		
(Synonymous with resident or participant) The person or persons who execute the Lease as lessee of a dwelling unit through the PHA.		
<u>Service Provider</u>		
A person or organization qualified and experienced in the provision of supportive services, which is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis.		(24 CFR 945.105)
<u>Single Person</u>		
A person who lives alone or intends to live alone and is not an elderly person, a person with disabilities, a displaced person or the remaining member of a resident family.		(24 CFR 945.105)
<u>Skipping</u>	CFR Citation LRPH	CFR Citation Section 8
A procedure whereby a PHA may select a household for admission into the Low Rent Public Housing or the Section 8 Housing Choice Voucher Program who has a lower position on the waiting list, in order to meet targeting requirements.	(24 CFR 5.653)	(24 CFR 960.202)
<u>Specified Welfare Benefit Reduction</u>		
A reduction in welfare benefits in whole or in part as determined by a welfare agency because of fraud or a refusal to participate in an economic self-sufficiency program.	(24 CFR 5.615)	
<u>Spouse</u>		
Spouse means the husband or wife of the head of household.		
<u>TANF</u>		



Temporary Assistance to Needy Families. (The term which replaced AFDC).		
<u>Targeting</u>		
A requirement that a minimum 40% of all households admitted into Low Rent Public Housing annually, shall be extremely low income and a minimum 75% of all households admitted into the Section 8 Housing Choice Voucher Program shall be extremely low income. (See “extremely low income” definition and “skipping” definition).	(24 CFR 5.653)	(24 CFR 960.202)
<u>Temporary, Non-Recurring, Sporadic Income</u>		
<ol style="list-style-type: none"> 1. Casual sporadic or irregular gifts 2. Amounts which are specifically for or in reimbursement of the cost of medical expenses. 3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses. 4. Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran, for use in meeting the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amount of such scholarships or payment to a Veteran not used for the above purposes that is available for subsistence is to be included in income 5. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire. 6. Other <ol style="list-style-type: none"> a. Amounts received under training programs funded by HUD b. Amounts received by a disabled person which are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for under a Plan to Attain Self Sufficiency (PASS) c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and 		



<p>which are made solely to allow participation in a specific program</p> <p>d. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937 (as amended 1996) . Any amounts of such scholarships or payment to Veterans not used for the above purposes that are available of subsistence are to be included in income.</p>		
<p><u>Tenant Rent</u></p>	<p>CFR Citation LRPH</p>	<p>CFR Citation Section 8</p>
<p>The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent. Tenant Rent equals Total Tenant Payment less the Utility Allowance.</p>	<p>(24 CFR 5.603)</p>	
<p><u>Total Tenant Payment (TTP)</u></p>	<p>CFR Citation LRPH</p>	<p>CFR Citation Section 8</p>
<p>1. <u>Income-Based</u>: TTP is the greater of 30% of the Monthly Adjusted Income (as defined in this Policy) and 10% of the Monthly Annual Income (as defined in this Policy), but never less than the Minimum Rent (except for Hardship Waivers) or greater than the Ceiling Rent if any.</p> <p>2. <u>Flat Rent</u>: TTP will be the Flat Rent if the family chooses Flat Rent instead of Income-based rent. (See <i>Flat Rent</i>)</p> <p>If the resident pays the utilities, the amount of the Utility Allowance is deducted from the TTP. TTP does not include charges for excess utility consumption or other miscellaneous charges.</p>		<p>(24 CFR 960.253)</p>
<p><u>Transfer Request</u></p>		
<p>A household residing in housing supported, owned and/or operated by the PHA who requests a move from one location to another or from one program to another. Rules governing such transfers may be found in the relevant section of the ACOP.</p>		



<u>Transfer Rules</u>		
The rules governing the transfer including preferences and procedures may be found in the relevant section of the ACOP.		
<u>Uniform Federal Accessibility Standards</u>		
Standards for the design, construction and alteration of publicly owned residential structures to ensure that physically handicapped persons will have ready access to and use of such structures.	(Standards are in <i>Appendix A to 24 CFR 40</i>)	
<u>Utilities</u>		
Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not considered a utility.	(24 CFR 5.603)	
<u>Utility Allowance</u>		
If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by the Authority or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. However, a tenant choosing the flat rent system is choosing a rent which already includes an adjustment for utilities.	(24 CFR 5.603)	
<u>Utility Reimbursement</u>	CFR Citation LRPH	CFR Citation Section 8
The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the TTP for the Family occupying the unit. When the Utility Allowance exceeds the family’s TTP, the negative amount in excess of \$6.00 will be refunded to resident through a check each month. If the resident has any other outstanding charges the negative balance will be applied to the charges. A negative amount of less than \$6.00 a month will be credited to the resident account and will continue to accumulate until offset by charges or the resident requests a reimbursement payment be made through a manual refund. Note that this does not apply to tenants choosing the flat rent option.	(24 CFR 5.615)	
<u>Very Poor Family</u>		



See Extremely Low Income Family		
<u>Very Low Income Family</u>		
A family whose annual income does not exceed 50% of the median income for the area.		
<u>Veteran</u>		
A person, male or female, who was discharged honorably from active duty of the Armed Forces of the United States of America.		
<u>Violent Criminal Activity</u>		
Any illegal criminal activity which has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.		
<u>Waiting List</u>		
Applicant households organized according to HUD regulations and Authority preferences who are waiting for housing to become available.		



Appendix A-2

REASONABLE ACCOMMODATION POLICY

I. Introduction

- (1) The Orlando Housing Authority (“OHA”) does not discriminate against anyone based on race, sex, color, religion, national origin, ancestry, sexual orientation, age, familial status, physical disability, or mental disability in the access or admission to its programs or employment, activities, functions, or services.
- (2) OHA is subject to federal, state, and local civil rights laws, rules, and regulations. This Public Housing Reasonable Accommodation Policy is based on the following statutes, rules, and regulations: (1) Section 504 of the Rehabilitation Act of 1973 (“Section 504”); (2) Title II of the Americans with Disabilities Act of 1990 (“ADA”); (3) the Fair Housing Act of 1968 (“Fair Housing Act”); (4) the Architectural Barriers Act of 1968; (5) the respective implementing statutes, rules, and regulations for each aforementioned act; and (6) all other federal, state, and local fair housing laws, regulations, and policies which require the provision of reasonable accommodations and modifications to persons with disabilities.
- (3) OHA is committed to ensuring that individuals with disabilities have the opportunity to participate in, benefit from, and fully enjoy OHA’s premises, amenities, services, and programs. OHA has implemented this Reasonable Accommodation Policy to ensure that requests for reasonable accommodations and/or modifications are handled in a consistent and uniform manner.

II. Definitions

- (1) A “reasonable accommodation” is a change, exception, modification, or adjustment of OHA’s rules, policies, practices, procedures that may be necessary for a person with a disability to have an equal opportunity to use and enjoy OHA’s premises, amenities, services, and programs.
- (2) A “reasonable modification” is a structural change made to an existing premises, which is occupied or to be occupied by a person with disability, to afford such person to have an equal opportunity to use and enjoy OHA’s premises, amenities, services, and programs.
- (3) The definition of a “disability” for purposes of a reasonable accommodation or modification follows the definition of “disability” contained in Section 504 of the Rehabilitation Act of 1973, the American with Disabilities Act, the Federal Fair Housing Act, and any other applicable statutes, rules, or regulations, to wit:
 - a. “Disability” means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.
 - b. “Major life activities” include but are not limited to: caring for oneself; performing manual tasks; seeing; hearing; eating; sleeping; walking; standing; lifting; bending;



speaking; breathing; learning; reading; concentrating; thinking; and communicating. Major life activities also include the operation of a major bodily function, including but not limited to: functions of the immune system; normal cell growth; digestive; bowel; bladder; neurological; brain; respiratory; circulatory; endocrine; and reproductive functions.

- c. The term “disability” does not include current use or current addiction to illegal drugs. “Current” as used here means that it occurred recently enough to justify a reasonable person to believe that the use is current or that continuing use is a real and ongoing problem. Where there is evidence of prior use of illegal drugs and the requestor contends that he/she is not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be lease compliant.
- (4) A “nexus” is an identifiable relationship between the requested reasonable accommodation or modification and an individual’s disability.
 - (5) A “reasonable” request for an accommodation or modification is one that: (a) does not pose an undue financial and/or administrative burden on OHA; (b) does not require a fundamental change to OHA’s housing programs; and/or (c) is structurally feasible.
 - (6) An “unreasonable” request for an accommodation or modification is one that: (a) imposes an undue financial and/or administrative burden on OHA; (b) requires a fundamental change to OHA’s housing programs; and/or (c) is structurally unfeasible.
 - (7) A “fundamental change” to OHA’s housing programs is one that would require OHA to provide a program or service that it does not normally provide (e.g., counseling services, medical services, transportation services, etc.) or significantly deviate from OHA’s standard policies and procedures.
 - (8) A “requestor” is the person who submitted the reasonable accommodation or modification request and/or who will stand to benefit from the reasonable accommodation or modification request.

III. Reasonable Accommodation and Modification Policies

OHA’s rules, policies, practices, and procedures frequently have different effects on persons with disabilities than persons without disabilities. As a result, treating persons with disabilities in the same way as persons without disabilities will sometimes inadvertently deny persons with disabilities an equal opportunity to use and enjoy OHA’s premises, amenities, services, and programs.

The purpose of a reasonable accommodation or modification request is to afford persons with disabilities an equal opportunity to use and enjoy OHA’s premises, amenities, services, and programs. It is unlawful for OHA to refuse to make reasonable accommodations or modifications when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy OHA’s premises, amenities, services, and programs.

OHA provides reasonable accommodations training to all new hires within 30 days of employment, and also provides annual reasonable accommodations training to all employees to ensure everyone is up to date on current reasonable accommodations issues and best practices. The reasonable



accommodations training materials used by OHA have been prepared by the Housing and Development Law Institute (HDLI), a nonprofit public interest organization which serves as a nationwide legal resource to local agencies administering programs relating to public housing, affordable housing, and urban redevelopment.

A notice of the right for persons with disabilities to make requests for reasonable accommodations and modifications is posted in OHA's management office(s) and program office(s), and is also included with all applications for housing programs, lease violation notices, eviction notices, voucher termination notices, and re-certification notices. The reasonable accommodation and modification notices are also available in alternate formats for persons who are unable to read them. All notices provided to individuals regarding the denial of participation in OHA's programs or services include the reason for the denial and the right to request a reasonable accommodation or modification that could potentially change the outcome of the decision made. All such notices also include the name, phone number, TTD number, fax number, and the e-mail address of OHA's 504/ADA/RA Coordinator, who processes all of OHA's incoming reasonable accommodation and modification requests.

IV. Criteria for Eligibility

For a reasonable accommodation or modification request to be approved, the requestor must be disabled and it must be determined to be medically necessary in order to provide an individual with disabilities an equal opportunity to use and enjoy OHA's premises, amenities, services, and programs. To show that a requested reasonable accommodation or modification is medically necessary, there must be a nexus between the requested reasonable accommodation or modification and the individual's disability.

OHA evaluates requests for reasonable accommodations or modifications by determining if the following necessary elements are present:

(1) REQUESTS

- a. OHA must receive a request for the reasonable accommodation or modification. The request does not have to come directly from the disabled person. Any person may make the request on behalf of the disabled person.
- b. The request does not have to be in any particular form, nor do the words "reasonable accommodation" or "reasonable modification" need to be used by the requestor. The request may be made electronically using OHA's reasonable accommodation website, physically using a paper application, or verbally (for documentation, consistency, and accuracy, OHA prefers electronic requests).
- c. The request may be submitted at any point in time during the disabled person's intake, admission, tenancy, or participation in any of OHA's programs or services.
- d. Reasonable accommodation requests will be made available in accessible formats. OHA will provide requestors with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.

(2) DISABILITY



- a. The accommodation or modification must be for a person who has a condition that meets the definition of disability as described above in Section II. Such eligible persons can include the head of household or any other member of the household.
- b. It is not necessary for OHA to know the specific details of the disability. OHA will request only information that is necessary to evaluate the disability-related need for the requested accommodation or modification.
- c. Information gathered in this process is kept confidential and is not shared with OHA staff persons outside of the Reasonable Accommodations Department unless they need the information to evaluate and/or implement the request.
- d. Documentation must come from a reliable third party with sufficient professional and/or personal knowledge of the requestor's disability. While the person providing documentation to verify the requestor's disability-related need is not required to have a medical degree or any medical expertise, OHA must have sufficient confidence in their knowledge, judgment, and competency to make such a determination.
- e. When the disability and/or need is not obvious or known to staff, reasonable accommodation or modification requests will require verification that the individual meets the definition of disability, and when relevant, that the requested accommodation or modification is medically necessary to allow the individual to have an equal opportunity to use and enjoy OHA's premises, amenities, services, and programs.
- f. When a disability and/or need is obvious or known to staff, further documentation regarding the disability is not required.
 - (i) For example, "known" or "obvious" disabilities include, but are not limited to: inability to walk; missing limb(s); blindness; deafness; a disability that has previously been established and documented; or where the person receives SSDI disability benefits.

(3) DISQUALIFICATION

- a. An individual is not eligible for a reasonable accommodation or modification in the following circumstances:
 - (i) He/she poses a direct threat to the health or safety of other individuals and this direct threat cannot be mitigated by a reasonable accommodation or modification.
 - (ii) He/she would cause substantial damage to property.
 - (iii) He/she is not otherwise qualified for the OHA program and this failure to qualify cannot be mitigated by a reasonable accommodation or modification.

(iv) If the requested accommodation or modification would cause an undue financial or administrative burden to OHA.

1. OHA will determine whether a request would impose an undue financial or administrative burden on a case-by-case basis. OHA's financial resources, the cost of the reasonable accommodation, the benefits to the requestor, and the availability of other, less expensive alternative accommodations that would effectively meet the requestor's disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative burden. When a request is made that is would impose an undue financial or administrative burden, OHA staff members shall also work with the requestor to consider the availability of less expensive or burdensome alternative accommodations or modifications that would effectively meet the requestor's disability-related needs.

(v) If the request is made for reasons that do not substantially relate to a disability.

1. The requested accommodation or modification must: (1) be substantially related to the requestor's disability; and (2) be medically necessary for the requestor to have an equal opportunity to fully enjoy OHA's programs, facilities, employment, or premises. Both of these requirements must be met – one is not sufficient on its own to warrant the granting of a reasonable accommodation or modification request.

(4) CURING NONCOMPLIANCE OF PROGRAM VIOLATION

- a. If a disabled individual who has committed a program violation requests a reasonable accommodation or modification in order to come into compliance with OHA's program requirements, OHA must determine whether the non-compliance is likely to reoccur even if the requested accommodation or modification is implemented.
- b. OHA will request that the individual provide appropriate information or verification, within a reasonable time, to establish that non-compliance is not likely to reoccur if the accommodation or modification request is granted.
- c. If the requested accommodation or modification is not likely to solve the program violation, and continuation of the program violation will pose a threat to the health or safety of others, unreasonably disrupt the quiet enjoyment of other tenants, or constitute a fundamental alteration of the program, the accommodation or modification request may be denied.
- d. OHA staff rely on objective and verifiable information to determine whether an accommodation or modification will solve a program violation or whether it is likely to reoccur in the future. At no time during this analysis do the OHA staff rely on hearsay, speculation, or assumptions.



V. Procedures for Handling Incoming Reasonable Accommodation and Modification Requests

The following steps should be taken for OHA's processing of all incoming reasonable accommodation requests:

- (1) Residents may make reasonable accommodation requests at any time during their intake, admission, tenancy, or participation in any of OHA's programs or services, and may make them verbally or in writing, although for reasons of clarity for both parties, OHA's preference is that requests be in writing using our standard online Request for Reasonable Accommodation form. OHA staff will help requestors who need assistance submitting their request(s) and will accept requests in alternate formats, such as tape recordings, braille, large type, or bold print if necessary.
- (2) At the time a request is made, the person making the request will receive a date-stamped receipt and the information necessary to track the progress of their request(s).
- (3) The requestor's Request for Reasonable Accommodation form is then promptly provided to OHA's 504/ADA/RA Coordinator for processing who sends the requestor correspondence within 30 days of OHA's receipt of the request acknowledging OHA's receipt of his/her request and acknowledging that it is currently being processed.
- (4) If the paper version of the Reasonable Accommodation Request form is provided to the Site Manager, the Site Manager will date stamp it. Within 5 days of receipt of the request, the Site Manager that manages the premises where the requestor resides shall provide the Reasonable Accommodation Request form to the 504/ADA/RA Coordinator and shall fill out a Staff Instruction and Checklist for Reasonable Accommodation Requests form and send it to the 504/ADA/RA Coordinator. The Staff Instruction and Checklist for Reasonable Accommodation Requests form contains the Site Manager's determination of whether or not the requestor's disability is "known" or "obvious" as described above.
- (5) If the requestor's disability is listed as "known" or "obvious" on the Staff Instruction and Checklist for Reasonable Accommodation Requests form, then the process skips forward to Step 9 below. If the requestor's disability is not listed as "known" or "obvious" on the Staff Instruction and Checklist for Reasonable Accommodation Requests form, OHA will promptly require the requestor to fill out and sign an Authorization for Release of Information form, which allows OHA to obtain required information from the requestor's designated medical provider(s) regarding the requestor's disability).
- (6) Upon receipt of the requestor's signed Authorization for Release of Information form, a Request for Verification from a Third Party Concerning a Reasonable Accommodation form is either faxed or e-mailed to the requestor's designated medical provider(s) to obtain information necessary to confirm the requestor's disability and establish a nexus between the requestor's disability and the requested accommodation.
- (7) If no response is received from the requestor's medical provider(s) within 14 days after the first notice is sent, a second attempt is made. If no response is received from the requestor's medical provider(s) within 14 days after the second notice is sent, a third and final attempt is made. If no response is received from the requestor's medical provider(s) within 14 days after the third notice

is sent, the 504/ADA/RA Coordinator promptly sends the requestor a Ten-Day Letter informing the requestor that their provider has not responded and they should contact their provider or provide OHA with another provider who can verify their disability related need, or his/her request will be closed. If there is no response from the requestor or the provider within 10 days of that letter, the 504/ADA/RA Coordinator will send correspondence stating that their file is being closed since we did not get any response from his/her medical provider(s) and the requestor did not provide another provider. If the requestor provides contact information for additional medical provider(s) within this 10-day period, then this process is repeated for those additional medical provider(s). If a response is received from the requestor's medical provider within the above-stated time frames, then the process moves forward to Step 8 below. In rare circumstances where the medical provider is unable or unwilling to provide the verification in writing, OHA will consider accepting oral verification from the medical provider of the need for the reasonable accommodation.

- (8) Upon receipt of documents and information from the requestor's medical provider(s), the 504/ADA/RA Coordinator promptly evaluates the data and makes a determination of: (a) whether or not the requestor is disabled, and (b) if the requested accommodation(s) have an appropriate nexus with the requestor's disability.
- (9) The 504/ADA/RA Coordinator shall approve or deny reasonable accommodation requests in writing within 14 days of receiving sufficient documentation from the requestor's medical provider(s) to make a decision. If the 504/ADA/RA Coordinator determines that the requestor is disabled and there is a nexus between the requested accommodation(s) and the requestor's disability, then he/she shall follow the instructions contained in Step 10 below. If the 504/ADA/RA Coordinator determines that the requestor is not disabled and/or there is not a nexus between the requested accommodation(s) and the requestor's disability, then he/she shall follow the instructions contained in Step 11 below.
- (10) If the request has been approved, the 504/ADA/RA Coordinator will notify the requestor in writing that the request has been approved and that OHA will work to implement the approved request as soon as possible.
- (11) If the request will be denied, the 504/ADA/RA Coordinator will go into the interactive process and discuss alternative accommodations with the requestor. Then the 504/ADA/RA Coordinator will notify the requestor in writing that the request has been denied, provide an explanation of the reason(s) for the denial, describe the requestor's right to obtain supporting documentation regarding OHA's decision, and offer alternate accommodation(s) or modification(s), if possible, under the circumstances. This notice shall also include information regarding the requestor's right to file a grievance hearing request. In addition, this notice shall also inform the requestor of their right to file a fair housing complaint with HUD, the Florida Commission on Human Relations, or in a court of law.
- (12) Once a request is granted, and an accommodation that meets the needs of the requestor is offered, the requestor has 7 days to accept the offer. The requestor may reject the offer for good cause, in which case the 504/ADA/RA Coordinator will extend a new alternate offer to the requestor. To demonstrate good cause for rejecting an offer, the requestor must be willing to document why the requested accommodation is being rejected. For example, the requestor is willing to accept the

offer, but: (a) is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness; (b) the requestor demonstrates that acceptance of the offer would place a household member's life, health, or safety in jeopardy; or (c) the offer is inappropriate to meet the needs of the requestor. If the requestor cannot demonstrate good cause for rejecting the offer, the 504/ADA/RA Coordinator will consider the request for reasonable accommodation closed. The 504/ADA/RA Coordinator will promptly notify the requestor in writing of the decision to consider the reasonable accommodation request closed and that the requestor did not have good cause to reject the offer.

VI. Appeal Procedure:

Requestors may pursue an appeal hearing with OHA's 504/ADA/RA Coordinator and Hearing Officer related to the following:

1. An unreasonably denied request for a reasonable accommodation/modification;
2. An unreasonably delayed response or completion of request for a reasonable accommodation/modification; or
3. Refusal or failure to implement an approved reasonable accommodation/modification.

All appeal requests shall contain the following information:

1. A clear and precise statement of the complaint;
2. Statement(s) clarifying how the action is discriminatory or how the decision is unreasonable if it is a denial of a requested accommodation/modification;
3. The requested remedy;
4. Evidence or supporting documentation/information; and
5. Name and address of the property

All appeal meeting requests shall be submitted via email to OHA's Hearing Officer at Hilda.Martinez@orl-oha.org, no later than 30 days after the date of OHA's decision letter.

Once a request for an appeal hearing is received by OHA, the meeting shall be scheduled within 14 days to take place at a mutually agreeable date and time.

During the appeal hearing the requestor will:

- (1) Be given the opportunity to examine any OHA documents that are related to the reasonable accommodation/modification request. Copies of any document may be provided to the requestor at the requestor's expense.
- (2) Be able to present witnesses or oral objections to any evidence.
- (3) Be able to present any relevant evidence.
- (4) Be able respond to any OHA allegation and to cross-examine any witnesses.
- (5) Be able to obtain representation at the individual's own expense.
- (6) Be able to request an interpreter to be provided by OHA at OHA's expense.
- (7) Be able to request reasonable accommodation as to the way the grievance meeting is conducted.
- (8) Receive a written decision within 10 days of the grievance meeting, which either overturns or upholds the decision of the 504/ADA/RA Coordinator.

Evidence may be considered without regard to admissibility under the rules of evidence applicable under judicial proceedings. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the grievance meeting.

The Hearing Officer shall not be the same person who made the decision in question nor that person's subordinate in order to avoid a conflict of interest.

The Hearing Officer shall make a factual determination relating to the particular circumstances of the individual that shall be based on a preponderance of the evidence presented at the grievance meeting.

Upon request, and within 30 days after the appeal hearing, OHA's Executive Director may exercise his/her discretion to reconsider an OHA Hearing Officer's decision as a reasonable accommodation to the Appeal Process, but only when new information surfaces which may justify reconsideration of the Grievance Officer's decision.

OHA is not bound by any Hearing Officer decisions that are contrary to HUD regulations or requirements or are contrary to Federal, State, or Local law. If OHA's Executive Director or his or her Designee determines that OHA is not bound by the informal hearing decision, OHA must promptly notify the requestor of the determination and the reason for such a decision. Any such decision by the Executive Director or his/her Designee shall be made in writing, shall explain its basis, and shall state that the requestor also has the right to file a fair housing complaint with HUD, the Florida Commission on Human Relations, or in a court of law.

Florida Commission on Human Relations

4075 Esplanade Way Room 110

Tallahassee, FL 32399

Telephone: (850) 488-7082

Toll-Free: (800) 342-8170

Para Español: (850) 907-6831

Fax: (850) 487-1007

For Those with Communication Impairments:

The Florida Relay Service Voice (state wide): 711

TDD ASCII: (800) 955-1339

TDD Baudot: (800) 955-8771

U.S. Department of Housing and Urban Development

Office of Fair Housing and Equal Opportunity – Intake Branch

40 Marietta Street, 16th Floor

Atlanta, GA 30303

Spanish Hotline number: 678-732-2047

English Hotline number: 800-440-8091

Fax: (202) 485-9080 OR (202) 485-9081

Scan/Email: ComplaintsOffice04@hud.gov

Nothing in this appeal procedure shall limit a person's right to proceed with an administrative and/or court action relating to his or her disability.



OHA will not take adverse action against a requestor with a pending reasonable accommodation request or fair housing complaint if the action relates to the pending reasonable accommodation request. However, OHA reserves the right to take adverse action against a requestor with a pending reasonable accommodation request or fair housing complaint if the requestor presents a threat to the health and/or safety of other residents or tenants.

VII. Miscellaneous Provisions:

Any individual with a disability who makes a reasonable accommodation request may in writing authorize a third-party representative to act on his or her behalf in dealing with the OHA. Upon presentation of the appropriate written authorization, a third-party representative may fill out and sign the Request for Reasonable Accommodation or Modification form for an individual with a disability. The authorized third-party representative shall also be given access to all documents in the individual's file which relate to his or her reasonable accommodation request.

All current and new federal, state, and local reasonable accommodation procedures are incorporated into this policies and procedures document as of the date they are officially enacted, whether or not they are specifically referenced herein.

Disability status is verified by the OHA at the time an applicant is admitted to one of OHA's housing programs when they are selected (i.e., "drawn") from the waiting list. The reasons OHA does not verify reasonable accommodation or modification needs of pre-applicants are: 5 or more years may pass before any given household reaches the top of the waiting list, and the reasonable accommodation and modification needs of the household may change during this period of time. For example, the disabled person making the request may not need a wheelchair-accessible unit in 2017, when they initially applied for housing. However, when OHA selects them from the waiting list and then contacts them to offer an apartment in 2023, the household may need a wheelchair-accessible unit, a live-in-aide, etc.



Appendix A-2b



Housing Discrimination Complaint Form

The Fair Housing Act makes it unlawful to discriminate in housing because of these **protected classes**:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Disability (if you or a person you are associated with has a disability)

It is unlawful to do the following because of the **protected classes** identified above:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner



- Refuse to make reasonable accommodations or permit reasonable modifications for persons with a disability if the accommodation or modification (structural change) is necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

If you believe your rights have been violated, complete the following form and send it to HUD by mail, fax, or email, or file your complaint directly online:

Mail: U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity – Intake Branch
40 Marietta Street, 16th Floor
Atlanta, GA 30303

Fax: (202) 485-9080 OR (202) 485-9081

Scan/email to: ComplaintsOffice04@hud.gov

OR

File your housing discrimination complaint **online** at www.hud.gov

Download our FHEO mobile app for iPhone or Android.

Instructions:

(Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the most recent date of the alleged discrimination to file a complaint. Your form should be signed and dated.

How did you learn you could file a housing discrimination complaint?

(Ex: Fair housing brochure, FHIP, housing provider, HUD office, newspaper, TV, radio, Internet, friend, state or local government, another federal agency, another investigation)

Personal Information:

Your name is: (Mr./Mrs./Ms./Miss) _____
(First) (Middle name or initial) (Last)

Your mailing address is: _____
(City) (State) (Zip)

Your daytime telephone number is: _____ Your mobile number is: _____

Your email address is: _____

Who else lives with you?

Write "None" if you live alone.

Name	Relationship (ex. Son, Wife)	Date of birth, if a minor
------	------------------------------	---------------------------

Name	Relationship (ex. Son, Wife)	Date of birth, if a minor
------	------------------------------	---------------------------

Name	Relationship (ex. Son, Wife)	Date of birth, if a minor
------	------------------------------	---------------------------

Name	Relationship (ex. Son, Wife)	Date of birth, if a minor
------	------------------------------	---------------------------



Who else can we contact if we cannot reach you?

Name of 1st alternate contact

Relationship (ex. Neighbor, friend)

(Address)

(City)

(State)

(Zip)

Telephone number (Indicate Work, cell, or home)

email address

Name of 2nd alternate contact

Relationship (ex. Neighbor, friend)

(Address)

(City)

(State)

(Zip)

Telephone number (Indicate Work, cell, or home)

email address

What happened to you?

For example, were you denied a loan? Refused an opportunity to rent or purchase housing? Falsely told that housing was unavailable? Briefly describe what happened.

female, or a person acquiring custody of a minor child.

___ **Disability.** *If the reason was your disability, is it _____physical or _____ mental?*

___ Did you request an accommodation or modification due to your disability? If so, what did you request?

What was the housing provider's response to your request? _____

___ **Retaliation** because you . . .

___ Previously filed a housing discrimination complaint?

___ Testified or otherwise participated in a previous discrimination investigation?

___ Opposed or objected to discrimination?

Why do you believe the reason(s) you checked above is the cause of the discrimination? For example, if you checked "disability," why do you believe the housing provider had a problem with your disability?

Who do you believe discriminated against you? For example, was it a property manager, owner, real estate agent, bank, company, housing authority, or some other organization?

Name(s) and title(s) (if any)

(Address)

(City)

(State)

(Zip)



Telephone number

email address

Where did the alleged act of discrimination occur? For example, was it an apartment complex? Single-family home? Mobile home park? Housing authority? Bank? Provide the address.

(Address)

(City)

(County)

(State)

(Zip)

When did the most recent act of discrimination occur? Enter the date.

____/____/____
(Month) (Day) (Year)

Describe what happened on that date.

Is the alleged discrimination continuous or ongoing? ___ Yes ___ No

Please sign and date:

I declare under penalty of perjury that I have read this complaint (including any attachments) and that it is true and correct.

Signature

Date



Appendix A-3

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

1. PLAN STATEMENT

The Housing Authority of the City of Orlando, Florida has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines the Public Housing Authority (PHA) will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing, Section 8/Housing Choice Vouchers, homeownership and other PHA programs.

2. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The PHA will periodically assess and update the following four-factor analysis, including but not limited to:

- a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the PHA.
- b. The frequency with which LEP persons using a particular language come into contact with the PHA.
- c. The nature and importance of the PHA program, activity or service to the person's life.
- d. The PHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

3. LANGUAGE ASSISTANCE

- a. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to PHA programs and activities.
- b. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The PHA will determine when interpretation and/or translation are needed and are reasonable.
- c. PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the PHA determines that the client is an LEP person and

that language assistance is necessary to provide meaningful access, the PHA will make reasonable efforts to provide free language assistance. If reasonably possible the PHA will provide the language assistance in the LEP client's preferred language.

The PHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The PHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

d. Translation of Documents

1. The PHA will weigh the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group and other relevant factors. The PHA will undertake this examination when an eligible LEP group constitutes five percent (5%) of an eligible client group (for example: five percent (5%) of households living in the PHA's public housing) or one thousand (1,000) persons, whichever is less.
2. If the PHA determines that translation is necessary and appropriate, the PHA will translate the public housing lease and selected mailings and documents of vital importance into that language.
3. As opportunities arise, the PHA may work with other housing authorities to share the costs of translating common documents, which may include language groups, which do not (yet) reach the threshold level in the PHA's client population.
4. HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.
5. The PHA will consider technological aids such as Internet-based translation services, which may provide helpful, although perhaps not authoritative, translations of written materials.

e. Audiovisual Materials

1. The PHA will use reasonable efforts to produce or obtain multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups. For example: the training video on housekeeping produced by PHA staff has four (4) language options.
2. The PHA will make such materials available for purchase by housing agencies and other organizations, to assist them in their LEP efforts.

f. Formal Interpreters

1. When necessary to provide meaningful access for LEP clients, the PHA will provide qualified interpreters, including PHA bilingual staff and contract vendors. At important states that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
2. The PHA may require a formal interpreter to certify to the following:
 - i. The interpreter understood the matter communicated and rendered a competent interpretation.
 - ii. The interpreter is covered by the Florida Statutes and will not disclose non-public data without written authorization from the client.
3. Formal interpreters shall be used at the following:
 - i. Informal review hearing for denial of admission to public housing;
 - ii. Informal hearing for termination of public housing;
 - iii. Informal hearing for denial or termination of Housing Choice Voucher (Section 8) participation.
 - iv. Informal hearing for parties.
4. A PHA staff interpreter may not be a subordinate to the person making the decision.

g. Informal Interpreters

1. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. PHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
2. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the PHA. If possible, the PHA should accommodate an LEP client's request to use an informal interpreter.
3. If an LEP client prefers an informal interpreter, after the PHA has offered free interpreter services, the informal interpreter may interpret.
4. If an LEP client wants to use their own informal interpreter, the PHA reserves the right

to also have an informal interpreter present.

h. Outside Resources

1. Outside resources may include community volunteers, PHA residents or Housing Choice Voucher/Section 8 participants.
2. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.
3. The PHA maintains relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in Orlando. To help their clients obtain or keep housing assistance through the PHA, these organizations may provide qualified interpreters for LEP persons.

4. MONITORING

The PHA will review and revise this LEP Plan from time to time. The review will include:

- a. Reports from the PHA's computer business systems on the number of PHA clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
- b. Reports from the computer business systems and other sources listing the languages used by LEP clients.
- c. A determination as to whether five percent (5%) or one thousand (1,000) persons from a PHA client group speak a specific language, which triggers consideration of document translation needs as described above.
- d. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.

5. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, www.orl-oha.org
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

Contact Person: Human Resource Manager, 407-895-3300, ext. 2010, TDD: 407-894-9891



Appendix A-4

EFFECTIVE COMMUNICATION POLICY

The Orlando Housing Authority (OHA)'s Effective Communication Policy ensures the following:

1. OHA's policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities.
2. Applicants, participants, residents, employees and members of the public are advised of the right to effective communication in Orlando Housing Authority's programs, services and activities.
3. Interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities.
4. OHA and/or its agents and partners shall furnish appropriate auxiliary aids and services, when necessary, to afford an individual with disabilities an equal opportunity to participate in the OHA's programs, services and activities unless doing so would result in a fundamental alteration of the OHA's programs or activities, or an undue financial and administrative burden. *See 24 C.F.R. § 8.6.*
5. Upon request, OHA will provide alternative means of communication such as Braille, a qualified sign language interpreter, reader, TDD line, etc. unless doing so would result in a fundamental alteration in the nature of OHA's programs or an undue financial and administrative burden. In such a case, the OHA will make another accommodation that would not result in a financial or administrative burden.
6. The OHA will provide interpreters for persons whose primary language is not English.
7. The OHA's applicants, participants and residents will be made aware of the availability of forms and information in alternative formats.
8. All forms and documents that OHA utilizes to communicate with applicants, participants and residents make reference to a TDD or equally effective communication system, and where direct extensions are used for non-hearing impaired persons, a sentence advising that the direct extension may be used by persons with hearing impairments through the Florida Relay Service will be included.



Appendix A-5

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

VAWA 2013 provides stand-alone VAWA protections that apply to these programs, as well as additional HUD programs, and also to victims of sexual assault.

other things, VAWA amended Federal Housing programs. Although the law is called the “Violence Against Women Act,” it covers all victims of these crimes, whether they are male or female. The following is an overview of the VAWA and changes relating to public housing agencies and residents and to rental assistance program participants and landlords.

1. Statement of Policy

The Orlando Housing Authority may not deny assistance to an applicant on the basis of the applicant’s current or past status as a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for admission or assistance.

The Orlando Housing Authority may not terminate assistance to a participant in the Section 8 Housing Choice Voucher Program or a participant in the Low Rent Conventional Public Housing Program on the basis of an incident or incidents of actual or threatened domestic violence, dating violence, or stalking against that participant/resident.

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be “good cause” for terminating the assistance, tenancy, or occupancy rights of the victim of such victim.

Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking and the victim is in immediate danger of physical harm.

2. Bifurcation

The Orlando Housing Authority may “bifurcate” rental housing assistance, i.e., split the lease or Section 8 voucher, and terminate the housing assistance of the person who engages in criminal acts of physical violence against family members or others without evicting or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. The Orlando Housing Authority may terminate any individual who engages in criminal acts of physical violence against family members or others, from an assisted household.

3. Termination for Other Reasons

VAWA does not prevent an owner or manager from terminating the tenancy of a Section 8 Housing Choice Voucher Program participant for any violations(s) of a lease not based on acts of violence against the tenant or a member of the tenant's household who is a victim of domestic violence, dating violence or stalking. The owner or manager may not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

VAWA does not prevent the Orlando Housing Authority from terminating the tenancy of a Public Housing resident for any violations(s) of a lease not based on acts of violence against the tenant or a member of the tenant's household who is a victim of domestic violence, dating violence or stalking. The Housing Authority may not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict the tenant or to terminate the lease. The victim will be required to trespass the offender from the OHA property.

4. Actual and Imminent Threat to Others

VAWA allows an owner or manager to terminate the tenancy of a Section 8 Housing Choice Voucher program participant if the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted.

The Orlando Housing Authority can terminate the rental housing assistance of a participant if it can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not terminated from assistance.

5. Documentation

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

An individual may satisfy the documentation request by producing (1) the attached HUD approved certification form 5382, (2) a Federal, State, territorial or local police report or court record, or (3) documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of abuse, in which the professional attests under the penalty of perjury under 28 U.S.C. 1746 to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence or stalking has signed or attested to the documentation.

If the individual does not provide the certification within fourteen (14) business days after certification has been requested in writing, the OHA is not restricted from otherwise lawfully terminating the rental assistance of the Section 8 Housing Choice Voucher participant or public housing resident. The Orlando Housing Authority Executive Director may extend the 14-day deadline for the LRPB or Section 8 Program.

6. Confidentiality

All information provided to an owner, manager, or to the Orlando Housing Authority under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence by an owner, manager or the Orlando Housing Authority. This information shall not be entered into any shared database nor provided to any related entity, except to the extent that disclosure is requested or consented to by the individual in writing, or required for use in an eviction proceeding or otherwise required by law.



Appendix A-5

PUBLIC HOUSING EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Emergency Transfers

OHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ OHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of OHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether OHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that OHA is in compliance with VAWA.

2. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

³ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

3. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify and submit a written request for a transfer to their site manager. Tenants should use the attached form HUD-5383 to request an emergency transfer. If tenant does not use form HUD-5383, the tenant's written request for an emergency transfer should include either:

- a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under OHA's program; OR
- b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The OHA will provide reasonable accommodations for individuals with disabilities.

4. Confidentiality

The OHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives OHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Right under the Violence Against Women Act For All Tenants for more information about OHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

5. Emergency Transfer Timing and Availability

OHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. OHA will, however, act as quickly as possible to move tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. OHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If OHA has no safe and available units for which a tenant who needs an emergency is eligible, OHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, OHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.



6. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1 (800) 799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1 (800) 787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at (800) 656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

7. Local Organizations Offering Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. Florida Coalition Against Domestic Violence Hotline
Phone: (800) 500-1119
TDD: (800) 621-4202
Website: www.fcadv.org
- b. Harbor House 24 Hour Hotline
Phone: (407) 886-2856
Website: www.harborhousefl.com

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.



Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:



This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Form HUD-5383
(06/2017)



Appendix A-6

SMOKE-FREE POLICY

24 CFR Parts 965 Subpart G and 966

1. U. S. Department of Housing and Urban Development Rule.

On November 29, 2016, the U. S. Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a “smoke-free” policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), water pipes (hookahs).

Pursuant to the Rule, PHAs may, but are not required to, further restrict smoking to outdoor dedicated smoking areas outside the restricted areas, create additional restricted areas in which smoking is prohibited (e.g., near a playground), or, alternatively, make their entire grounds smoke-free.

2. Purpose of Policy.

This smoke-free policy is intended to benefit the Orlando Housing Authority and all of its public housing residents, program participants, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

3. Definitions.

“**Smoking**” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

“Marijuana” is a federally prohibited substance and the use and possession of marijuana is prohibited in HUD-funded properties.

“Outdoor Areas” means HUD’s rule requires that smoking be prohibited within 25 feet of buildings, and specifies that PHAs may have stronger outdoor provisions if desired. Additionally, the Orlando Housing Authority’s policy specifies that smoking is not allowed on balconies, decks, and patios.

4. All Buildings to be Smoke-free.

All public housing buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on Grounds of Buildings.

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios, and yards or on the grounds adjoining public housing and office buildings, except in designated smoking areas located at least 25 feet from such buildings.

6. Applicability of Policy.

This Policy is applicable to all residents, program participants, Housing Authority employees, visitors, contractors, volunteers, and vendors.

7. Responsibilities of Public Housing Tenants.

Tenants and household members in all Orlando Housing Authority properties shall be responsible to enforce this Policy as to their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant’s apartment unit from sources outside the Tenant’s unit.

8. Orlando Housing Authority to Promote Smoke-free Policy.

The Orlando Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Orlando Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.



9. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Orlando Housing Authority. A Tenant who violates the Policy shall also be liable to the Orlando Housing Authority for the costs of repair to the Tenant's apartment unit due to damage from smoke odors or residue.

Violation of this policy by any members of the household or guests will result in the following action by the Orlando Housing Authority:

- 1st Violation:** Verbal-written warning and document incident in the tenant file.
- 2nd Violation:** Mandatory meeting with management, document information in tenant file, seven (7) day curable drafted and referred to Housing Manager for follow up.
- 3rd Violation:** Mandatory meeting with management, document information in tenant file, 30-day non-curable issued, and eviction filed. The resident will be offered a stipulation agreement. If the resident agrees to the stipulation agreement it must be signed and filed with the court. The case will be dismissed after twelve (12) consecutive months of compliance. The resident must complete an approved free smoking cessation class. The resident will also be responsible for any legal fees and court costs associated with the eviction filing.
- 4th Violation:** Resident is under a stipulation agreement and has violated the agreement within the twelve (12) month period. By way of a family member or guest(s) violating the Non-Smoking Policy, they have violated the stipulation agreement. An affidavit will be filed by management and the eviction process will be completed and a writ issued. The resident will be required to pay all attorney fees and court cost(s).

10. Orlando Housing Authority Not Guarantor of Smoke-free Environment.

The Orlando Housing Authority's adoption of this smoke-free Policy does not make the Orlando Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Orlando Housing Authority will take reasonable steps to enforce the Policy. The Orlando Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Orlando Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

11. Orlando Housing Authority Disclaimer.

The Orlando Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Orlando Housing Authority would have to render buildings and premises

designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Orlando Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Orlando Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Orlando Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Orlando Housing Authority does not assume any higher duty of care to enforce this Policy than any other Orlando Housing Authority obligation under the Tenants' Lease Agreement.

TENANT CERTIFICATION

I have read and understand the above smoking policy, and I agree to comply fully with the provisions. I understand that failure to comply may constitute reason for termination of my lease.

Head of Household (print)

Head of Household (signature)

Date

Co-Head (print)

Co-Head (signature)

Date



Appendix A-7

Implementing the Housing Opportunity Through Modernization Act's (HOTMA) Public Housing Income Limit

DEFINITION OF TERMS

ALTERNATIVE NON-PUBLIC HOUSING RENT - Alternative non-public housing rent (*Alternative rent*) is the monthly amount a PHA must charge non-public housing over-income (NPHOI) families, if allowed by PHA policy to remain in a public housing unit, after they have exceeded the 24 consecutive month grace period. The alternative rent is defined at 24 CFR 960.102, as the higher of the Fair Market Rent (FMR) or per unit monthly subsidy. The monthly subsidy provided for the unit, is determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

NON-PUBLIC HOUSING OVER-INCOME FAMILY – a family that has exceeded the over-income limit for 24 consecutive months who remains in a public housing unit, as allowed by PHA policy, paying the alternative rent. These families are no longer public housing program participants and are unassisted tenants.

OVER-INCOME FAMILY – a family whose annual income (not adjusted income) exceeds the Over Income limit. This term includes families that are in the grace period or afterwards, but prior to termination and are still public housing program participants.

OVER-INCOME LIMIT – the maximum amount of income a household can have and remain a public housing resident. This amount is determined by multiplying the applicable income limit for a very low-income (VLI) family, as defined in 24 CFR 5.603(b), by a factor of 2.4 (i.e., 120 percent of the AMI).

OCCUPANCY BY OVER-INCOME FAMILIES

Policy on Families Exceeding the Income Limit

No family may live in a public housing unit with an income exceeding the over-income limit for more than 24 consecutive months.

If OHA determines a family has exceeded the over-income limit, OHA will provide written notice to the family of the over-income determination no later than 30 days after the income examination, stating their responsibility to pay the alternative rent at the end of a 24-month grace period. The family may request a hearing in accordance with OHA policy if it disputes the determination that its income exceeds the over-income limit.

Families with incomes exceeding the over-income limit will be provided a 24-month grace period starting from the date OHA determined the family exceeded the over-income limit.

Twelve months from the initial determination, OHA will conduct an income examination if the family's income has not already fallen under the over-income limit. OHA will provide written notification of the results of the reexamination within 30 days of its completion, including the family's responsibility to pay the alternative rent after the conclusion of the grace period, if the family has remained over income for 12 consecutive months. OHA will provide the current alternative rent in the notice as an estimate. The family may request a hearing in accordance with OHA policy if it disputes the determination that the family exceeded the over-income limit.

Twenty-four months after the initial determination of over-income status, OHA will conduct an income examination to verify the over-income status unless the family has already reported income under the

over-income limit. If OHA determines the family exceeded the over-income limit for 24 consecutive months, OHA will provide the family a notice within 30 days of the income examination. The family may request a hearing in accordance with OHA policy if it disputes the determination that the family exceeded the over-income limit.

Families that have exceeded the over-income limit for 24 consecutive months will be charged the alternative rent and required to execute a new, non-public housing lease within 60 days of the notice. There are no exceptions to this policy.

Families that fail to execute the non-public housing lease within 60 days of the notice will be terminated. Families must exceed the over-income limit for 24 consecutive months to be subject to the alternative rent.

An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease or OHA terminates the tenancy of the family.

Non-public housing over-income (NPHOI) families cannot participate in public housing programs, including resident councils, nor receive a utility allowance. NPHOI families may only be admitted to OHA’s public housing program according to OHA’s eligibility and admission policies.

OHA will submit a report annually to HUD that specifies, at the end of the prior calendar year, the number of families residing in public housing with incomes exceeding the over-income limit and the number of families on the waiting lists for admission to public housing projects. The report will be publicly available.

***2023 Over-Income Limits – Orlando, Kissimmee, Sanford, FL MSA**

Persons in Family	1	2	3	4	5	6	7	8
Very Low-Income Limits (50% of AMI)	\$30,750	\$35,150	\$39,550	\$43,900	\$47,450	\$50,950	\$54,450	\$57,950
Over-Income Limit	\$73,800	\$84,360	\$94,920	\$105,360	\$113,880	\$122,280	\$130,680	\$139,080

***HUD publishes new Income Limits annually, the Over-Income Limits will change annually as HUD Income Limits Changes.**

