



# **VIRGIN ISLANDS HOUSING AUTHORITY**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

**EFFECTIVE MARCH 1, 2024**



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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

The Virgin Islands Housing Authority (VIHA) receives subsidy for the public housing program from the Department of Housing and Urban Development (HUD). VIHA is not a federal department or agency. VIHA is a public body, created and authorized by territory law to develop and operate housing and housing programs for low-income families. VIHA entered into an Annual Contributions Contract with HUD to administer the public housing program. VIHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This Admissions and Continued Occupancy Policy (“ACOP”) is the policy of the Virgin Islands Housing Authority (“VIHA”) governing admissions to and continued occupancy in public housing units owned by VIHA including those that are privately managed. The ACOP sets forth the requirements for VIHA staff and private property management agents with respect to admissions and occupancy-related work. The ACOP also contains policies that support the objectives contained in VIHA’s Agency Plan

The policies in this ACOP have been designed to ensure compliance with the consolidated ACC. VIHA is responsible for complying with all changes in HUD regulations. VIHA staff cannot alter or amend this ACOP; it can only be revised by a Virgin Islands Housing Authority Board of Commissioner’s resolution.

Housing Opportunity through Modernization Act of 2016 (HOTMA) On February 14, 2023, the Department of Housing and Urban Development (HUD) published a Final Rule in the Federal Register implementing Sections 102, 103, and 104 of the Housing Opportunity through Modernization Act of 2016 (HOTMA). The provisions under Section 103 are discussed in this ACOP as they relate to public housing residents. The provisions under Sections 102 and 104 are to be effective January 1, 2024, unless otherwise modified by HUD. As of the date of this ACOP, VIHA is awaiting further guidance from HUD regarding the implementation of these provisions and related requirements. VIHA has updated its policies throughout this ACOP to incorporate HOTMA requirements according to applicable guidance that is available as of the date of this ACOP. VIHA will update this ACOP as needed to reflect any subsequent guidance released by HUD pertaining to HOTMA, the Final Rule, and other related regulatory requirements. VIHA will comply with the HOTMA Final Rule and all requirements.

### **I. Nondiscrimination**

It is the policy of VIHA to comply with all equal opportunity requirements and nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments. Applicable Fair Housing and Equal Opportunity laws and regulations provide that no person shall, on the grounds of race, color, sex, age, familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of

income be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under VIHA's public housing program.

VIHA does not identify any additional protected classes.

VIHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or tenant toward or away from a particular area based on any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify VIHA either orally or in writing.

Within 10 business days of receiving the complaint, VIHA will investigate and attempt to remedy discrimination complaints made against VIHA. VIHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.

VIHA will keep a record of all complaints, investigations, notices, and corrective actions.

#### **A. Complying with Civil Rights Laws**

1. Civil Rights laws protect the rights of applicants and Tenants and affords them equal treatment by VIHA in operating its programs. When more than one civil rights law applies to a situation, to the

extent the laws do not contradict each other; the laws will be read and applied together. It is the policy of VIHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance; **24 CFR § 1 and 100.**
  - b. Title VIII of the Civil Rights Act of 1968, as amended by the 1974 Housing and Community Development Act and the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), which extends protection against discrimination beyond federally funded housing and includes religion, sex, disability, and familial status as additional protected classes. The law also provides examples of prohibited discrimination; **24 CFR § 100.**
  - c. Executive Order 11063, which calls for equal opportunities in housing;
  - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities living in federally funded housing; **24 CFR § 8.**
  - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR §146.**
  - f. Title II of the Americans with Disabilities Act and the Americans with Disabilities Act;
  - g. The Equal Access to Housing in HUD Programs Regardless of Sexual Origin or Gender Identity Final Rule, published in the Federal Register February 3, 2012, and further clarification in Notice 2014-20.
  - h. Violence Against Women Reauthorization Act of 2013 (VAWA), signed into law January 5, 2014, which establishes the rights of victims of domestic violence, dating violence, sexual assault and stalking, living in federally funded housing; and
2. VIHA shall not discriminate because of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income or other protected classes under state or local laws in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the jurisdiction of VIHA covered by a public housing Annual Contributions Contract (ACC) with HUD. **24 CFR § 100.**
  3. VIHA will not deny admission to otherwise qualified applicants because of their membership in a group to which negative behavior may be imputed. Each applicant will be treated as an individual, based on his/her personal attributes and behavior. **24 CFR § 960.203(a).**

4. VIHA shall not permit these policies to be subverted to perform personal or political favors. **24 CFR § 960.203<sup>1</sup>.**
5. VIHA will offer units only in the order prescribed by this policy.
6. Modifications of the ACOP for individuals with qualified disabilities may be allowed as a reasonable accommodation. **24 CFR § 960.206(e).**
7. VIHA shall not deny admissions to any applicant or assistance to any Tenant on the basis that the applicant or Tenant is or has been a victim of domestic violence, dating violence, sexual violence, or stalking, if the applicant or Tenant otherwise qualifies for assistance or admission.

**B. Reasonable Accommodations Policy<sup>2</sup>.**

1. An applicant or Tenant with a disability may request and be granted a reasonable accommodation at any time. Section XV contains the definition of an individual with a disability, a person with a disability and a qualified individual with disabilities for the purpose of determining if someone may obtain a reasonable accommodation. **24 CFR § 8.3.**
2. A “qualified individual with a disability” is a person with a disability who is willing and able to comply with the following essential obligations of tenancy. **24 CFR § 8.3**
  - a. To pay rent, utilities, and other charges as required by the lease in a timely manner;
  - b. To care for and avoid damaging the unit and common areas;
  - c. To use facilities and equipment in their intended way;
  - d. To create neither health nor safety hazards;
  - e. To report damages and maintenance needs;
  - f. To not interfere with the rights and peaceful enjoyment of others;
  - g. To avoid damaging the property of others;
  - h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, staff, or people in the immediate vicinity;
  - i. To not engage in drug-related criminal activity; and
  - j. To comply with the program requirements of HUD and VIHA.
3. VIHA, as a public agency, has an obligation to provide “reasonable accommodations” to qualified applicants and Tenants if they or any members of their household have a disability. **24 CFR § 8.24.**
4. A reasonable accommodation is a modification or change VIHA can make to its units, buildings, policies and procedures that will assist an otherwise qualified applicant or Tenant with a disability to take full advantage of and use VIHA programs, including those that are operated by other agencies in VIHA-owned public space. **24 CFR § 8.20.**

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<sup>1</sup> 24 CFR § 960.203 does not reference this VIHA initiated policy directly but VIHA uses the tenant selection criteria as guideline.

<sup>2</sup> Reasonable Accommodation Policy is also attached hereto as Appendix A.



5. VIHA will not permit the use of medical marijuana as a reasonable accommodation.
6. Under **24 CFR § 8.24**, examples of reasonable accommodations include, but are not limited to:
  - a. Making alterations to a VIHA unit to make it accessible so that it can be used by a Tenant with disabilities or a member of the Tenant's family;
  - b. Transferring a Tenant from a unit that cannot be made accessible to a unit that is accessible;
  - c. Widening the door of a community room or public restroom so a person with mobility impairment may use the facility;
  - d. Adding or altering unit or common area features so it may be used by a qualified applicant or Tenant with a disability, including but not limited to:
    - 1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing-impaired member;
    - 2) Adding structural grab bars in the bathroom;
    - 3) Changing the doorknobs to lever-type door handles;
    - 4) Modifying a kitchen to make it accessible;
    - 5) Providing accessible kitchen appliances;
    - 6) Installing a visual aid for necessary utilities;
    - 7) Modifying a bathroom to make it accessible; or
    - 8) Lowering the peephole on the door.
  - e. Permitting a family to have an assistance animal for a family member with a disability in a development where no pets are allowed, or the size and/or type of the animal is limited;
  - f. Offering programs and services at locations accessible to individuals with disabilities; **24 CFR § 8.21**
  - g. Making sure that VIHA policies are accessible to applicants and Tenants with disabilities or cognitive impairments. Upon request, VIHA may adjust, such as the following as allowed under **24 CFR § 8.6**:
    - 1) Making large type documents, Braille documents, CDs, or a reader available to an applicant or Tenant with a vision or cognitive impairment during interviews or meetings with VIHA staff;
    - 2) Making a sign language interpreter available to an applicant or Tenant with a hearing impairment upon request, and at no expense to the applicant or Tenant, during interviews or meetings with VIHA staff; and
    - 3) Permitting an applicant or Tenant with a disability to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with VIHA if the individual desires such representation.
  - h. Permitting an outside agency or individual to assist an applicant with a disability to successfully complete the applicant screening; or

- i. Permitting an outside agency or individual to assist a Tenant with a disability to meet the essential obligations of tenancy.
7. An accommodation is not reasonable if it:
    - a. Causes an undue financial and administrative burden; or
    - b. Represents a fundamental alteration in the nature of the program of VIHA. **24 FR § 8.21(b), § 8.21(c) and 24 CFR § 8.24(a) (2)**
  8. An applicant or Tenant family who has a member with a disability must be able to meet the essential obligations of tenancy in VIHA's Lease Agreement. **24 CFR § 8.3.**<sup>3</sup>
  9. If an applicant or Tenant family member requests assistance with one of the essential obligations of tenancy, VIHA may, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20.**
  10. If an applicant or Tenant receives a referral to an agency or individual who can assist the applicant or Tenant with complying with the essential obligations of tenancy, the applicant or Tenant is not obligated to accept the service. However, if the essential obligations of tenancy cannot be met or a lease violation continues, VIHA may deny the applicant or terminate the lease of the Tenant.
  11. If a qualified applicant or Tenant would prefer not to discuss his/her disability with VIHA, that is his/her right.

### **C. Verification of Disability.**

The regulatory civil rights definition for persons with disabilities is provided in Section XV, Definitions of Terms. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, VIHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to VIHA's programs and services.

If a person's disability is obvious or otherwise known to VIHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to VIHA, VIHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, VIHA will follow the verification policies provided in this ACOP. All information related to a person's disability will be treated in accordance with the policy. In addition

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<sup>3</sup> Qualified individual with disabilities 24 C.F.R. § 8.3(c)

to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability.
- VIHA must request only information that is necessary to evaluate the disability-related need for the accommodation. VIHA may not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that VIHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, VIHA will dispose of it. In place of the information, VIHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

#### **D. Approval/Denial of a Requested Accommodation**

VIHA must approve a request for an accommodation if the following three conditions are met.

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on VIHA, or fundamentally alter the nature of VIHA's operations.

Requests for accommodations must be assessed on a case-by-case basis. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the overall size of VIHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before deciding whether to approve the request, VIHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that VIHA may verify the need for the requested accommodation.

After a request for an accommodation is presented, VIHA will contact the resident within 10 days to schedule a site visit to perform an assessment and determine next steps.

If VIHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal VIHA's decision through an informal hearing (if applicable) or the grievance process.

If VIHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of VIHA's operations), VIHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and without imposing an undue financial and administrative burden.

#### **E. Program Accessibility for Persons with Hearing or Vision Impairment**

HUD regulations require VIHA to take reasonable steps to ensure that persons with disabilities related to hearing and vision have reasonable access to VIHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, VIHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

##### VIHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with VIHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third-party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

#### **F. Physical Accessibility**

VIHA must comply with a variety of regulations pertaining to physical accessibility, including the following.

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

VIHA's policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents.

- This policy, the Admissions and Continued Occupancy Policy, describes the key policies that govern VIHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally funded housing programs.
- VIHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of VIHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Notice PIH 2010-26 contains specific information on calculating the percentages of units for meeting UFAS requirements.

Newly constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the public housing program.

#### **G. Denial or Termination of Assistance**

VIHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 966.7].

When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request an informal hearing [24 CFR 960.208(a)].

When a family's lease is terminated, the notice of termination must inform the family of their right to request a hearing in accordance with VIHA's grievance process [24 CFR 966.4(l)(3)(ii)].

When reviewing reasonable accommodation requests, VIHA must consider whether reasonable accommodation will allow the family to overcome the problem that led to VIHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, VIHA must make the accommodation [24 CFR 966.7].

In addition, VIHA must provide reasonable accommodation for persons with disabilities to participate in the hearing process [24 CFR 966.56(h)].

#### **H. Affirmatively Furthering Fair Housing**

1. VIHA is committed to developing and implementing initiatives to affirmatively further fair housing as mandated by the Fair Housing Act.
2. VIHA will use federal financial assistance and other program resources to overcome barriers to fair housing for public housing applicants and Tenants, including but not limited to:
  - a. Development of an Assessment of Fair Housing

- b. Action planning and implementation
  - c. Recordkeeping and assessment
3. VIHA will display the Fair Housing poster at the main office and all property management offices. **24 CFR § 110.**
  4. VIHA will include the Fair Housing advertising and logo on all documents distributed to applicants and Tenants and any advertising materials.
  5. VIHA will comply with all data collection requirements for recipients based on race, color, religion, sex, national origin, age, disability, and family characteristics. **24 CFR §121.**
  6. VIHA will utilize HUD's Fair Housing Planning Guide when making decisions regarding fair housing policy.

#### **I. Making Programs and Facilities Accessible to People with Disabilities**

1. To permit people with disabilities to take full advantage of VIHA housing programs and activities, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, VIHA will comply with all requirements and prohibitions in applicable law. Reasonable accommodations are subject to the undue burden and fundamental alteration tests. If the requested reasonable accommodation does not cause an undue burden or fundamental alteration, VIHA will work to make physical modifications or revise procedures that create a barrier to equal housing opportunities for all.
2. Facilities and programs used by applicants and Tenants shall be accessible to persons with mobility and sensory impairments and other persons with disabilities. These facilities include but are not limited to application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms, etc. (to the extent that VIHA has such facilities). If VIHA offers such facilities, and none are accessible, some will be made so, subject to the undue financial and administrative burden test. It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available. For example, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities. **24 CFR § 8.21.**
3. Documents used by applicants and Tenants will be offered in an alternative format upon request and will be accessible for those with vision, hearing, or other sensory impairments. In addition, documents will be written in simple and clear language to enable applicants and Tenants with learning or cognitive disabilities to understand as much as possible. **24 CFR § 8.6.**

#### **J. Violence Against Women Act**

1. The Violence Against Women Reauthorization Act of 2013 applies to both men and women equally.

2. VIHA and its private property management companies must keep information regarding Victims of Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking confidential and in accordance with Privacy Laws:
  - a. Any VAWA documentation provided shall not be entered into any shared database.
  - b. Employees and/or property management will not have access to VAWA documentation unless explicitly authorized by designated VAWA staff.
  - c. VIHA shall not disclose VAWA documentation to any other entities or outside agencies unless the disclosure of the documentation is:
    - 1) Requested or consented to by the individual, in writing, who is requesting VAWA protections; or
    - 2) Required for use in an eviction proceeding; or
    - 3) Otherwise required by applicable law.
3. Documenting Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking
  - a. To provide a Tenant or applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking the considerations outlined in this ACOP and Lease, the victim must document, that the Tenant or applicant is indeed a victim. The Property Manager and/or VIHA shall verify all the information given to them regarding the above.
  - b. A victim may submit unconventional evidence to document domestic violence, sexual violence, dating violence, sexual assault or stalking. However, depending on the arrangements and/or modification requested, different types of documented evidence may be required.
  - c. Documentation that may be requested, includes but is not limited to:
    - 1) The HUD-approved certification form signed by the Tenant or applicant.
    - 2) A certified statement from an employee, agent, or volunteer of a victim services provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, sexual violence, dating violence, sexual assault or stalking.
    - 3) A Federal, state, or local police report; and/or
    - 4) A current Order of Protection.
    - 5) A letter(s) from administrative agencies and/or mental health professionals, from whom the victim has sought assistance.

VIHA's VAWA Policy is attached hereto as Appendix B.

4. VIHA may remove a household member from a lease without regard to whether the household member is a signatory to the lease (through lease bifurcation), in order to evict or terminate occupancy rights of any tenant or lawful occupant who engages in criminal acts of physical violence against other authorized household members without evicting or terminating the occupancy rights of the victim of such violence. **24 CFR § 5.2007**

#### **K. Persons with Limited English Proficiency (LEP)**

1. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English (Limited English proficient, or “LEP”) may be entitled to language assistance with respect to a particular type of service, benefit, or encounter. **24 CFR § 1 & 100.**
2. VIHA seeks to provide fair and reasonable access to its programs and services for LEP individuals through its Language Assistance Plan (LAP). VIHA will take into consideration the following four-prong analysis to ensure access to its programs, services and activities for LEP individuals:
  - a. The number or proportion of LEP Tenants, applicants and members of the community served or encountered by VIHA;
  - b. The frequency in which LEP persons using a particular language come in contact with VIHA;
  - c. The nature and importance of the interactions regarding the program, activity, or service provided by VIHA; and
  - d. The resources available to VIHA, and costs associated with different language service options.
3. Written materials and telephone greetings used to communicate with VIHA Tenants, applicants, or potential applicants will be made available in Spanish to increase access for the large Latino population in Virgin Islands. Written materials to be made available in Spanish include documents such as leases, forms, policies, and notices to VIHA Tenants and applicants; as well as marketing materials promoting housing opportunities used when doing affirmative marketing. Spanish speaking personnel shall be made available in key departments and offices, including property management offices managing developments with high concentrations of Latinos, which interact frequently with Spanish-speaking VIHA Tenants, applicants, or potential applicants.

VIHA, through its property managers, will accommodate applicants and Tenants who cannot read, but understand English or Spanish, by reading written notices to them and explaining anything that would normally be distributed in writing.

#### **L. General Housing Discrimination Complaints Discrimination Complaints**

If an applicant or family believes that any family member has been discriminated against by VIHA, the family should advise VIHA. VIHA shall make every reasonable attempt to determine whether the applicant or resident’s assertions have merit and take any warranted corrective action. In all cases, VIHA will advise the family that it may file a fair housing complaint if the family feels that they have been discriminated against under the Fair Housing Act. Applicants who believe they have been subject to unlawful discrimination may notify VIHA either orally or in writing.

Within 10 business days of receiving the complaint, VIHA will investigate and attempt to remedy discrimination complaints made against VIHA. VIHA will also advise the family of their right to file a



fair housing complaint with HUD's FHEO. The fair housing poster, posted in a conspicuous and accessible locations in VIHA lobbies, will reference how to file a complaint with FHEO.

#### **M. Complaints Under the Equal Access Final Rule [Notice PIH 2014-20]**

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed on these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify VIHA either orally or in writing.

Within 10 business days of receiving the complaint, VIHA will provide a written notice to those alleged to have violated the rule. VIHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's FHEO.

VIHA will attempt to remedy discrimination complaints made against VIHA and will investigate all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

#### **N. Voluntary Compliance Agreement**

VIHA has entered into a Voluntary Compliance Agreement ("Agreement" or "VCA") with the HUD. This Agreement arises from compliance reviews initiated by HUD's Office of Fair Housing and Equal Opportunity ("FHEO") on March 3, 2021. The purpose of the reviews was to determine whether VIHA's administration of its Low-Income Public Housing and Housing Choice Voucher programs follow the nondiscrimination requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 U.S.C. § 794, and implementing regulations at 24 C.F.R. part 8, and the American Disabilities Act ("the ADA").

VIHA and HUD have agreed to resolve the foregoing matters by entering into this Agreement in order to avoid the burdens and costs of potential administrative and enforcement actions by HUD. HUD has made no findings, and VIHA made no admission, with respect to any violation of Section 504, the ADA, or any other law with respect to the subject matter of this Agreement.

This Agreement shall be in effect for a period of ten (10) years from the Effective Date of the Agreement or until FHEO has determined that all actions required by the Agreement have been performed, whichever is later. Changes have been made throughout this ACOP to ensure compliance with the terms of the VCA. These changes, include but are not limited to, changes to the timeframe to which VIHA must respond to disability-related grievance and maintaining written and electronic records of such grievances, changes to ensure that VIHA will take all appropriate steps to ensure effective communications with individuals with disabilities in all programs and activities, and changes to ensure compliance with the electronic tracking of reasonable accommodations requests.

## **II. Processing of Applications and Eligibility for Admission**

VIHA maintains wait lists and applies a preference and an income-tiering system in the selection of applicants from its wait lists. When units become available and an applicant's name nears the top of the wait list, VIHA will conduct a review to determine eligibility and suitability for admission. VIHA and property management staff will review and verify all information provided by the family. Upon verification of applicant information, a final determination of qualification for admission is made. If found ineligible for housing, applicants will have the opportunity to explain mitigating circumstances and provide additional information. Only families that meet VIHA eligibility criteria and pass applicant screening will receive a unit offer for public housing. VIHA will house applicants in accordance with the available housing stock.

### **A. Affirmative Marketing 24 CFR § 960.103.**

1. It is the policy of VIHA to administer its housing programs affirmatively, so housing is made available to eligible individuals regardless of their race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income. VIHA shall pursue affirmative fair housing marketing policies in soliciting applicants, in determining their eligibility, and in concluding rental transactions.
2. If Wait Lists are closed, before they are re-opened, VIHA will examine the demographic characteristics of applicants to ensure that the characteristics match those of eligible families in the Virgin Islands. If any group (based on the list of protected classes) is proportionally under-represented, VIHA will conduct outreach before re-opening the list to ensure that members of that class know about and are able to apply for admission.

## **B. Qualifying for Admission Eligibility**

1. VIHA will **only** admit applicants who are qualified<sup>4</sup> according to the following criteria:
  - a. Are a family, as defined in Section XV of this policy, with the head of household age 18 or older;
  - b. Meet HUD requirements on citizenship or eligible immigration status; **24 CFR § 5.506**.
  - c. Are low-income with an annual gross income that does not exceed 80% of area median income (AMI) or the income limits established by HUD by family size; **24 CFR § 960.102**.
  - d. Provide documentation of Social Security numbers (SSN) for all family members or sign a certification under penalties of perjury for each family member that does not have a SSN; and **24 CFR § 5.216**.
  - e. Meet the admissions screening criteria in Section II.I of this policy, including completion of a VIHA-approved pre-occupancy orientation session, if requested. **24 CFR § 960.202 and 203**.
  - f. Meet net asset and property ownership restriction requirements.

## **C. Income Eligibility**

HUD establishes income limits for all areas of the country and publishes them annually in the Federal Register. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes.

- Definitions of the Income Limits (24 CFR 5.603(b)):
  - Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.
  - Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.
  - Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

If a family does not meet the income limits for the program, their admission must be denied; see Income Limits for Eligibility Income.

## **D. Income Limits for Eligibility**

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant family to the applicable income limit for their family size. To be income eligible, an applicant family must be a low-income family. Income and net family assets of

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<sup>4</sup> The term “qualified” refers to applicants who are eligible and able to meet the applicant selection criteria. This term is taken from the Section 504 regulations. “Qualified Individual with Handicaps” **24 CFR §8.3**

household members are excluded when determining income eligibility; however, household members are considered for purposes of unit size and subsidy standards.

#### **E. Processing Applications**

1. VIHA will accept and process applications in accordance with applicable HUD regulations, when a wait list is open, and the applicant is eligible to apply. For the purpose of placing applications on the wait lists, VIHA will assume that the facts, as self-certified by the applicant in his/her application, are correct. All facts provided on the application will be verified later when screening applicants for suitability.
2. How to Apply:
  - a. Families wishing to apply for Public Housing shall complete an application for such assistance. Applications may be taken in person, by mail, by telephone or online. The application method will be set forth in the notice opening the waiting list. Completed applications will be accepted for all applicants and the information will be verified by VIHA.
  - b. Families wishing to apply for Low Income Housing Tax Credit Properties that have either or both public housing and/or project-based voucher assistance must apply at the individual property. The waiting lists for these properties are separate for each property.
  - c. If applications are submitted in person, completed applications will be date and time stamped as received and that date and time will be used to sort among applications in the preference and no-preference pools with the oldest applications processed first.
  - d. If applications are submitted by mail, by phone or on-line, the current date and time waiting list will be assigned application numbers corresponding to date and time and thereafter applications received by mail, telephone or on-line in a given day will be assigned random permanent application numbers (since under any of these approaches it is possible for more than one person to apply at precisely the same date and time).
  - e. The application is dated, time-stamped, or issued an application number and referred to VIHA's office where Tenant selection and assignment is processed.
  - f. Individuals who have a disability that would prevent them from completing an application must be encouraged to call VIHA to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is no longer required if these services are available through the telephone service provider. If the applicant is visually impaired, all notices must be in a format understandable by applicant.
3. As units become available, applicants at the top of the wait list whose family composition and accessibility requirements match the features<sup>5</sup> of the available units will be required to attend an interview to complete their applicant file, confirm eligibility and be screened to determine suitability. Applicants who fail to attend their scheduled interview or who do not respond to the

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<sup>5</sup> For example, bedroom size or accessibility features of the unit.

outreach to schedule an interview will have their applications withdrawn, subject to reasonable accommodation for people with disabilities.

4. Every application file for admission to public housing shall include: the applicant's name, SSNs of all family members, date of application or application number, applicant's race and ethnicity (if disclosed), amount and source of income, family compositions so that a unit bedroom size can be assigned, eligibility determination, the date, location, identification, and circumstances of each vacancy that was offered but refused, accessibility requirements, if any and admissions preference, if any.
  - a. The following information will be verified to determine qualification for admission to VIHA housing: **24 CFR § 960.259**.
    - 1) Family composition and type (e.g., elderly, non- Elderly, etc.);
    - 2) Annual income;
    - 3) Assets and asset income;
    - 4) Deductions from income;
    - 5) Social Security numbers of all family members<sup>6</sup>;
    - 6) Citizenship or eligible immigration status of all family members;
    - 7) Admissions Preferences;
    - 8) Compliance with admissions screening criteria;
    - 9) Criminal background; and
    - 10) History of payment of rent and utilities.
  - b. Third-party verification is required for the information listed above. Any other form of verification requires notation in the file explaining its use. **24 CFR § 960.259**.

**F. Self-Certification of Net Family Assets Equal to or Less than \$50,000 (as adjusted for inflation) [24 CFR §§ 5.603; 5.609; 5.618; 5.659(e); 882.515(a); 882.808(i)(1); 891.105; 960.259(c)(2); and 982.516(a)(3)]**

1. PHAs shall determine net family assets based on a self-certification by the family that the family's total assets are equal to or less than \$50,000, adjusted annually for inflation, without taking additional steps to verify the accuracy of the declaration at admission and/or reexamination. PHAs are not required to obtain third-party verification of assets if they accept the family's self-certification of net family assets. When PHAs accept self-certification of net family assets at reexamination, the PHA must fully verify the family's assets every three years.
2. PHAs shall follow a pattern of relying on self-certification for two years in a row and fully

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<sup>6</sup> If a member of the applicant's family does not have eligible immigration status, the member will not need to provide a Social Security number but will be required to sign a certification for every family member who does not have a Social Security number and the Tenant's rent will be prorated accordingly.

verifying assets in the third year.

3. The family's self-certification must state the amount of income the family anticipates receiving from such assets. The actual income declared by the family must be included in the family's income, unless specifically excluded from income under 24 CFR § 5.609(b). PHAs must clarify, during the self-certification process, which assets are included/excluded from net family assets.
4. PHAs may combine the self-certification of net family assets and questions inquiring about a family's present ownership interest in any real property into one form.

#### **G. Establishing and Maintaining the Wait list**

1. VIHA will administer wait lists as required by HUD regulations.
2. Applications will be accepted for the purpose of adding applicants to a wait list only when a wait list is open.
  - a. A wait list may remain open for an indefinite period of time if the number of applicants on the wait list does not exceed the number of applicants needed to fill anticipated vacancies.
  - b. A wait list may be opened for a defined period of time if the number of people projected to apply within this period exceeds the number of applicants needed to fill anticipated vacancies.
3. The standard chronological application procedure shall apply unless VIHA opts to accept pre-applications on-line, by mail or by phone. If any of these methods of application taking are used the wait list shall be converted to one with application numbers. Current applicants will be assigned application numbers that correspond to their date and time of application. Thereafter application numbers will be randomly assigned to applications received the same day by mail, phone or on-line.
4. Applicant names will be removed from a wait list if the applicant fails to respond to attempts made by VIHA or property manager to contact or communicate with them or at the applicant's request. **24 CFR § 960.206.**
5. VIHA will periodically update each wait list by contacting all applicants in writing<sup>7</sup>. All applicants are responsible for maintaining the accuracy of the personal information provided on their applications (i.e., applicant must communicate changes to address, telephone number, family composition, or income).

#### **H. The Preference System for Admissions 24 CFR § 960.206.**

1. Admission preferences:

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<sup>7</sup> Or alternative format requested by qualified applicant with a disability.

An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet VIHA's Selection Criteria before being offered a unit.

2. Factors other than preferences:

Before applying its preference system, VIHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit sizes, accessibility features, or type of project limit the admission of families to units whose characteristics match the vacant unit available. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference (e.g., the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e., having no preference). Factors other than the preference system that affect applicant selection are described below:

- a. When selecting a family for a unit with accessible features, VIHA will give a preference to families that include persons with disabilities who can most benefit from the unit's features. First preference will be given to existing Tenant families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, VIHA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move within thirty (30) days when that a family needing the unit features can take advantage of the unit.
- b. When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well, VIHA will give equal priority to elderly families and disabled families.
- c. When selecting a single person at a mixed population development, elderly, or disabled single persons have priority over other singles. Single applicants who are not elderly, or disabled, can only be admitted after all elderly or disabled persons have been offered units.

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below. VIHA will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

3. Verification of Preferences:

At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before a unit offer is made, this qualification must be verified. Applicants who do not qualify for the claimed preferences at the time of certification will be moved to the "no preference" application pool without losing their date and time of application/application number.

4. Preference (up front):

In any 12-month period 50% of waiting list admissions will be preference holders while the remaining 50% of waiting list admissions will be non-preference families. To achieve this mix admissions staff will alternate admissions between the preference and non-preference applicants.

The following hierarchical and non-weighted preferences are available to qualifying families if they are verified to qualify at the time of certification. Families qualifying for preferences will be sorted within the preference pool of applicants by date and time of application or application number, whichever is applicable. The preferences are not aggregated – a family that qualifies for two preferences is not in a higher waiting list position than a family that qualifies for a single preference:

- a. Category 1: An individual or family displaced by a declared Natural Disaster, meaning: an individual or family whose home was destroyed or rendered uninhabitable by a disaster declared by a general local government (Federal, State, Territorial) within the past 24 months including an individual or family who is currently housed in a FEMA trailer<sup>8</sup> and who has not found alternative housing;
- b. Category 2: An individual or family displaced by or government action (including Non-Public Housing Over-Income (NPHOI) families who remain in their unit upon reapplying to and being found eligible for admission to the public housing program and an individual or family subject to a Master Lease Agreement between VIHA and the owner entity of a project being redeveloped under the Rental Assistance Demonstration Program) other than eviction or an individual or family who is homeless, meaning:
  - 1) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; or
  - 2) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements; or
  - 3) An individual or family who is exiting an institution (including a hospital) where he or she resided for 90 days or less or who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
  - 4) An individual who does not have standard rental housing leased in his/her name (this includes persons who are “couch surfing”, bouncing between housing belonging to friends and/or extended family members).
  - 5) Before a homeless applicant (under numbers 2 through 5 above) will receive a unit offer, VIHA must be able to verify that the applicant family is willing and able to comply with VIHA lease. This preference is not “housing first”, rather it is for individuals and families who are “housing ready”.
- c. Category 3: The Violence Against Women Act preference: Any individual or family who:

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<sup>8</sup> Once a person is in permanent housing (whether leased in their name or not) the person will no longer qualify for the disaster preference.



- 1) Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
  - 2) Has no other residence; and
  - 3) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.
  - 4) An individual or family claiming this preference must be able to verify qualification. VIHA does not accept self-certifications.
- d. Category 4: Working Family preference:
- 1) Working families will be given preference on the waiting list subject to VIHA meeting the HUD regulation of leasing a minimum of 40% of new admissions to extremely low-income families during a calendar year.
  - 2) A "working family" has an adult family member who is employed at a minimum of 30 hours per week at the Federal minimum wage for the last 120 calendar days prior to admission.
  - 3) Applicants housed as a result of the Working Families or Individuals Preference must maintain employment for at least six (6) months from the date the Tenant Dwelling Lease is executed. No interim recertification will be conducted for Tenants who fail to maintain employment without good cause and will continue to be charged rent based on the employment income for a period of six (6) months.
  - 4) Termination of employment with cause does not include failure to report to work, excessive absences, habitually tardy, abusive language, theft, or other behavior that is a direct result of the Tenant's actions.
  - 5) In accordance with HUD regulations, a working family also includes a family with the head of household, co-head or spouse, or sole member being a person aged 62 or older or is a person with disabilities as defined in this policy.
5. Administration of the Preferences:
- a. Depending on the time an applicant may have to remain on the waiting list, VIHA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission when a family nears to top of the waiting list. Preference verifications shall be no more than 120 days old at the time of certification.
  - b. VIHA may use a pre-application to obtain the family's certification that it qualifies for a preference. The family will be advised to notify VIHA of any change that may affect their ability to qualify for a preference.
  - c. Applicants that are otherwise eligible and self-certified as qualifying for a preference

will be placed on the waiting list in the appropriate applicant pool.

- d. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the non-preference category, based on date and time of application or application number, as applicable.
  - e. Applicants who disagree with VIHA's preference classification may not file a grievance. VIHA grievance procedure applies only to Tenants. It does NOT apply to applicants.
  - f. Applicants that do not qualify for a preference will be on the application pool based on date and time of application or application number as applicable.
6. It is the applicant's responsibility to notify VIHA of any change in his/her preference status. If an applicant's preference status changes while on the wait list, the applicant's position on the wait list will be adjusted to reflect the change. The applicant will retain his/her original date of application when a change is made.
7. Ranking Preferences applicable to Senior Designated Housing Property Site-based Wait Lists 24 CFR § 960.206.
- a. Domestic Violence Victims: Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in II.E.8.a.
  - b. Elder Abuse Victims: Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources. Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.
  - c. VIHA will not lower the age for the head of household below 62 at any senior designated housing property.
8. Accessible Units: Qualified applicants on the wait list that require an accessible unit will be offered an available vacant accessible unit before it is offered to an applicant who does not need the features of the unit. See Section ~~III.F~~ III.G for the order in which accessible unit offers are made. VIHA will maintain a separate wait list for fully accessible units.

## **I. Screening Applicants for Suitability**

VIHA will determine an applicant's suitability for tenancy for the type of unit being offered at the time of screening. All applicants will be screened in accordance with HUD regulations and established management practices. Screening will include a criminal background, credit, and Tenant history check. VIHA will review an applicant's criminal background from as far back as reasonably necessary for certain crimes.

1. During screening, VIHA requires applicants to demonstrate their ability to comply with the essential obligations of tenancy and the provisions of the lease, which include: **24 CFR § 960.202 – 205.**
  - a. To pay rent, utilities, and other charges as required by the lease in a timely manner.
  - b. To care for and avoid damaging the unit and common areas.
  - c. To use facilities and equipment in their intended way.
  - d. To create neither health nor safety hazards.
  - e. To report damage and maintenance needs.
  - f. To not interfere with the rights and peaceful enjoyment of others.
  - g. To avoid damaging the property of others.
  - h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, staff, or people in the immediate vicinity.
  - i. To not engage in drug-related criminal activity; and
  - j. To comply with the program requirements of HUD and VIHA.
2. VIHA will determine each applicant family's ability to comply with the essential obligations of tenancy and the provisions of the lease.
3. A qualified applicant with a disability may comply with the essential obligations of tenancy if he/she can demonstrate, for example, that assistance with caring for the unit, if needed, has been secured. VIHA will grant a reasonable accommodation to the applicant as outlined in Section I.B. **24 CFR § 8.20.**
4. An applicant who qualifies as a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking may provide incomplete rental and employment histories, otherwise required as a condition of admission or assistance, when disclosure of such rental and employment history is directly related to the situation of domestic violence, sexual violence, dating violence, sexual assault or stalking or would jeopardize the safety of the applicant or the applicant's family members.
5. All applicants and household members aged 18 and over (including live-in aides) will be subject to a criminal/credit background check. VIHA will provide information to all applicants regarding how to obtain a free copy of their credit report. If housing is denied based on the criminal background information, VIHA will provide a copy of the criminal background information used.

6. VIHA may conduct a credit check on the applicant head, spouse and co-head of household to determine whether the applicant has a history of non-payment of rent or utilities. VIHA may perform a credit check on all members of the applicant household age 18 years or older to verify income information, to determine if the person owes funds to any housing authority for any program, to confirm last place of residency and to determine whether a criminal background check must be conducted in states where the applicant(s) and household members have resided.
7. All adult applicant household members past two years of Tenant history, including any lease violations, will be reviewed and verified.
8. All household members, age 18 and over, must sign all consent forms that authorize VIHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance, including the HUD Form 9886 and VIHA Authorization and Consent Release Form, this includes obtaining arrest, conviction and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886, Authorization for the Release of Information Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and consent forms as needed to collect information relevant to the family's eligibility and level of assistance, will result in the applicant's rejection. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent. VIHA has established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will result in denial of admission.
9. An applicant who is withdrawn from the waiting list will not be eligible to reapply for one year from the withdrawn date. This date may be longer based on the federal regulations.
10. Administrative costs incurred to complete the applicant screening process will be paid for by VIHA or property management companies.

In addition to the eligibility criteria listed above, VIHA will use the following screening criteria in this section to determine if an applicant will be accepted or rejected for housing. If emergency applicants, who are victims of federally declared disasters, arrive without any documentation, VIHA will obtain the name and SSN of the head of household. VIHA will verify the families' current eligibility by using HUD's EIV system and conducting a criminal/credit check. If the data cannot be verified by HUD's EIV system and a criminal/credit check, VIHA may accept alternate documentation that demonstrates participation in the public housing program, participation in the HCV Programs, or establishes eligibility.

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered. **24 CFR § 960.203.**
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences that may adversely affect the health, safety, or welfare of other Tenants may be denied. The tenant must wait one (1) year to re-apply. **24 CFR § 960.203.**

3. Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant.
4. Applicants who have been evicted from VIHA or any other subsidized housing program within the last two (2) years from the date of the eviction for nonpayment of rent will have their applications denied.
5. Applicants who owe funds to VIHA or any other housing authority for any program that VIHA or another housing authority operates will be denied. **24 CFR § 960.203.**
6. Applicants who owe funds or judgment debts to any utility company or cannot obtain utility connections will be denied.
7. An applicant family who does not meet the age eligibility requirements for senior designated housing stated in Section II.E.8, will not be offered a unit in a senior designated building.
8. Applicants must provide documentation that family members between the ages of 5 and 17 who will reside in the household are enrolled in and will attend school regularly. If regular attendance cannot be verified, the applicant must prove that the child(ren) is enrolled in.
9. Applicants must provide documentation that children aged 13 and under will be adequately supervised when an adult is not present in the unit. (e.g., attending an after-school program while adult family members are at work).
10. VIHA is required to deny applications based on certain criminal activities or drug-related criminal activities by household members:
  - a. VIHA denies any applicant, for three (3) years from the date of eviction, if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, VIHA may admit the household if VIHA determines that: **24 CFR § 960.204(a).**
    - 1) The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by VIHA.
    - 2) The circumstances leading to the eviction no longer exist (e.g., the household member involved in the drug-related criminal activity is imprisoned); or
    - 3) The applicant household will not include the household member involved in the drug-related criminal activity. **24 CFR § 960.203(c)(3)(i).**
  - b. VIHA is required to deny the application of a household if VIHA determines that:
    - 1) Any household member is currently engaging in illegal use of a drug, including the distribution, possession, sale or use of medical marijuana; **24 CFR § 960.204 (a)(2)<sup>9</sup>**

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<sup>9</sup> For purposes of this section, a household member is “currently engaged in” the criminal activity if the person has engaged in the behavior recently enough to justify a belief that the behavior is current. 24 CFR §960.204(2)(i).

- 2) There is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants; **24 CFR § 960.204 (a)(2)(ii).**
  - 3) Any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing; 24 CFR § 960.204 (a)(3).
  - 4) Any member of the household is subject to a lifetime or any registration requirement under a state sex offender registration program; **24 CFR § 960.204(a)(4)**
  - 5) Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants.<sup>10</sup> **24 CFR § 960.204(b).**
11. In addition to the federally required rejections for criminal activity, VIHA will deny applicants if VIHA can document via police arrest and/or conviction documentation that:
- a. An applicant or household member has ever been convicted of arson or child molestation. **24 CFR § 960 203 (c)(3).**
  - b. An applicant or household member has a criminal history in the past three (3) years that involves crimes of violence to persons or property as documented by police arrest and/or conviction documentation. **24 CFR § 960.203(c)(3).**  
 Crimes of violence to persons or property include, but are not be limited to, homicide or murder; destruction of property or vandalism; burglary; armed robbery; theft; human or drug trafficking, manufacture, use, or possession of an illegal drug or controlled substance; threats or harassment; assault with a deadly weapon; domestic violence; sexual violence, dating violence, or stalking; weapons offenses; criminal sexual assault; home invasion; kidnapping; terrorism; and manufacture, possession, transporting or receiving explosives or illegal weapons. **24 CFR § 960.203(c)(3).**
  - c. Any applicant or household member evicted from any housing for drug-related criminal activity is barred for three (3) five years from the date of eviction.
  - d. Any applicant or household member who has been paroled or released from a facility for violence to persons or property within the last three (3) years is barred for three ~~five~~ years from the date of release or parole.
  - e. Any applicant or household member has a pattern of criminal history that involves crimes of violence to person or property, or drug-related criminal activity as documented by police arrests plus police reports and/or conviction documentation will be barred from admission for three ~~five~~ years from the date of the criminal activity.

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<sup>10</sup> VIHA must be able to show a relationship between the applicant household member's abuse of alcohol and behavior that threatens the health, safety, or right to peaceful enjoyment of the other Tenants.

- f. Any applicant who engages in criminal activity of displaying, controlling, possessing, or using a firearm in a manner prohibited by law, within the last five (5) years shall not be admitted. VIHA may deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.
  - g. If VIHA denies an applicant based upon information from any pending criminal matter, the applicant's name will remain on the wait list until documentation is presented showing the outcome of the case. If the applicant's case is dismissed or the applicant is acquitted, the application will be processed.
  - h. VIHA will reject the applications of adults who are wanted for violent, or drug related criminal activity in another US jurisdiction.
12. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
13. Applicants must be able to demonstrate the ability and willingness to comply with the terms of VIHA lease, either alone or with assistance that they can prove they will have at the time of admission.<sup>11</sup> Availability of assistance is subject to verification by VIHA.

#### **J. Restriction On Assistance Based on Assets [24 CFR 5.618]**

There are two circumstances under which a family is ineligible for the program based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD).

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property.
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

However, the real property restriction does not apply in the following circumstances:

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<sup>11</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants with disabilities who demonstrate that an agency or individual will assist them with complying with the essential obligations of tenancy will be considered to have met this criterion. Applicants whose housing situations make it difficult for VIHA to determine whether or not they are able and willing to comply with lease terms (e.g., they are homeless, living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms.

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property.
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.

When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, VIHA must comply with all the confidentiality requirements under VAWA. VIHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.

A property is considered suitable for occupancy unless the family demonstrates that it:

- Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family.
- Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner).
- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

VIHA defines not sufficient for the size of the family as being overcrowded based on the PHA's occupancy standards in this Section II.

#### **K. Screening Applicants with Mitigating Circumstances 24 CFR § 960.203(d).**

1. If information received through screening negatively impacts an applicant's qualification for admission, VIHA shall consider the time, nature, and extent of the applicant's conduct and any factors that might indicate a reasonable probability of favorable future conduct. Mitigating circumstances must be verifiable to be considered.
2. VIHA will consider whether individuals who have engaged in behavior that negatively impacts their qualification for admission can document that they have been rehabilitated.



3. Applicants are encouraged to inform VIHA of any history of domestic violence, sexual violence, dating violence, sexual assault or stalking if the applicant believes it may affect his/her screening.
  - a. An applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking will have a reasonable opportunity to present information regarding his/her status as a victim and the causal relationship between the violence and how it has impacted his/her ability to meet other eligibility criteria such as an acceptable credit and rental payment history, landlord references, eviction history, employment history, or criminal history.
  - b. If the modified consideration is based on the work requirement, the applicant must submit documentation to show if there are any established hours the applicant can work. The number of hours the applicant is able to work shall be determined by a verified agency and this number of hours will be the applicant's established work hours for admission to VIHA. Once housed, continued lease compliance requires reexamination every 90 calendar days, including information about any steps that have been taken to meet the full work requirements established for the property.
4. Upon verification of applicant information, a final determination of qualification for admission is made.
5. Qualified families will be notified by VIHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by VIHA is an estimate and does not guarantee that applicants will be housed by that date. **24 CFR § 960.208(b).**
6. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and information on the informal hearing procedure if the applicant wants to request a hearing. At the informal hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by VIHA to make the decision. Informal hearings for applicants are different from the informal hearings under the Tenant grievance process. Applicants are not entitled to use of the Tenant grievance process contained in VIHA Grievance Procedure. **24 CFR § 960.208(a).**
7. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Applicants with disabilities are encouraged to present additional information at the initial interview; however, he/she may request an additional meeting to present such information.
8. Applicants who are victims of domestic violence, sexual violence, dating violence, sexual assault or stalking and are denied admission because they did not pass applicant screening are encouraged to present any information which directly identifies them as victims of domestic violence, sexual violence, dating violence, sexual assault or stalking. VIHA will determine if domestic violence, sexual violence, dating violence, sexual assault or stalking is a factor in the unfavorable results of screening. VIHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, sexual assault or stalking.

**L. Occupancy Guidelines: HUD Occupancy Standards Statement of Policy Notice, Dec. 18, 1998, Federal Register**

Applicants who pass screening and are qualified for housing will be placed on a wait list and assigned a unit size based on the Occupancy Guidelines established in this section. Units shall be occupied by families of the appropriate size. Generally, two people are expected to share a bedroom.

**Number of Persons Per Unit Standard**

<b>Number of Bedrooms</b>	<b>Min Persons/Unit</b>	<b>Max Persons/Unit</b>
Studio	1	2
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

1. The following principles govern the size of a unit for which a family will qualify. Units will be assigned so that:
  - a. If the applicant or a member of the applicant's household is pregnant, unborn children will be counted in determining unit size when the family supplies documentation of pregnancy.
  - b. A single pregnant head of household may agree to share a bedroom with her child(ren) once born but must agree to occupy the unit until the child turns age two or until the family size increases through birth, adoption, or court awarded custody of a child.
  - c. VIHA will count a child who is temporarily away from the home attending school, so long as the family can document that the child will be living with the family during the summer and vacation months.
  - d. VIHA will not count a child(ren) as living in the household if the parent has lost or terminated parental rights. The family must inform VIHA of the termination of parental rights within 10 calendar days of the occurrence.
  - e. A live-in aide **shall not** be required to share a bedroom with the head of the household. A Tenant's bedroom size will not be adjusted to accommodate the family members of a live-in aide; further, a live-in aide's family members cannot cause overcrowding in the unit. If the addition of the live-in aide will not overcrowd the current unit, VIHA will not increase the bedroom size.

- f. Children who are subject to a joint custody agreement but live with the applicant, at least 51% of the time, will be considered members of that household. (51% of the time is defined as 183 days of the year, which do not have to run consecutively). Legal certification is required from families who claim joint custody or temporary guardianship.
2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodation for people with disabilities. In such cases, third-party documentation attesting to the need for additional bedroom size may be necessary on a case-by-case basis. VIHA reserves the right to perform unit inspections to determine the continuing need for additional bedrooms.
3. When a family applies for housing and the wait list is updated, some families may qualify for more than one unit size. VIHA will make a housing offer of the appropriate size unit in accordance with the first unit available and the Number of Persons per Unit Standards. Refusal of a unit offer solely because an applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.
  - a. At senior designated housing properties with studio and one-bedroom apartments, applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer or refusal to be screened for a unit at a particular site without good cause will result in the applicant's name being removed from the wait list. The applicant will be required to re-apply for housing when the waiting list is open.
  - b. Applicants are responsible for making changes in family composition on their application by informing VIHA. If a family is offered a unit and they no longer qualify for the unit size, they will be permitted to update their application. The timeframe for a unit offer may differ once the family size is updated.
  - c. VIHA shall change the bedroom size list when warranted at any time while the family is on the wait list.
  - d. Units will be leased without regard to race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5**

### **III. Tenant Selection and Assignment Plan**

The Tenant Selection and Assignment Plan (TSAP) is VIHA policy that determines how applicants will be placed on the wait list and in what priority applicants will be screened and offered housing. This policy will be applied to all interested households that apply for public housing and for all new applicants selected from any VIHA wait list.

#### **A. Tenant Selection and Assignment Plan (TSAP)**

1. Victims of federally declared disasters will be offered units on an as needed basis before other applicants from the wait list who have not already received unit offers. Applicants from the wait

list will be offered units after existing Tenants from the transfer list receive an offer in accordance with the Transfer Policy.

2. Existing Tenants who are required to transfer by VIHA will be processed in accordance with the Transfer Policy.
3. All unit offers will be made in writing,<sup>12</sup> and VIHA will not discriminate on grounds of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income.
4. Applicants will receive two offers of housing that is the correct size and type for their family.
5. Applicants will have two days to respond to the unit offer, after which their applications will be removed from the waiting list and the next family in line will receive the offer.
6. Incentives may be offered at hard to rent properties.

#### **B. Administering Wait Lists**

1. It is VIHA's policy that each applicant shall be assigned his/her appropriate place on a community-wide wait list in St. Thomas and a regional waiting list in St. Croix in sequence based upon:
  - a. Type and size of unit needed (e.g., general occupancy, mixed population or senior property, accessible or non-accessible unit, number of bedrooms);
  - b. Applicant preference, and
  - c. Date and time the application is received or application number.
2. Separate waiting lists will be established and maintained for each property developed using Low Income Housing Tax Credits, even if those properties contain public housing and/or project-based voucher units. These waiting lists will be administered by the contract managing agent and monitored by VIHA for compliance and correctness.
3. VIHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.
4. For the regional or community-wide wait list, marketing, initial application intake, application processing, and wait list management will be performed by Leasing staff. At privately managed properties applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be conducted by the property management company using VIHA's policies and forms. Property managers are required to report monthly to VIHA on all outreach efforts to applicants, applicant ineligibility findings, unit offers, assignments, and refusals.

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<sup>12</sup> Or alternative format as a result of a request for a reasonable accommodation by a qualified applicant or Tenant with disabilities.

Leasing staff will process applications and place applicants on the appropriate wait list. VIHA is required to report on all outreach efforts and each applicant's final status as a result of the outreach efforts, as well as all unit offers, assignments, and refusals.

5. For the transfer wait list, Tenant interviews, eligibility determination, housing offers, and unit assignments will be performed by VIHA Leasing staff. This includes transfers made within the development including, but not limited to, transfers to the appropriate bedroom size of over housed or over-crowded families and emergency transfers that are expedited and completed by the Leasing Division. All inter-development transfers are required to be processed by VIHA.
6. For the site-based Elderly designated property wait lists, marketing, application intake, applicant interviews, screening for suitability, eligibility determination, housing offers, and unit assignments will be completed by VIHA. Application processing as well as wait list management, monitoring, auditing, and maintenance will be conducted by VIHA.
7. At all Low-Income Housing Tax Credit properties applicants must meet the income targeting requirements, not just when they apply but when they are certified to receive a unit offer.
8. Application updates and wait list withdrawals will be processed by VIHA.
9. Private managers must report all applicant ineligibility findings as well as all housing offers, unit assignments, and refusals to VIHA.

**C. Community-wide (Traditional Family) Wait List 24 CFR § 1.4(2)(ii).**

1. VIHA will maintain one community-wide wait list on St. Thomas and one community-wide waitlist on St. Croix.
2. It is the applicant's responsibility to contact VIHA in writing or in-person to update his/her application (e.g., contact information, family and preference change).
3. Applicants will be electronically assigned to a single community-wide (traditional family) wait list in sequence based upon:
  - a. Type and size of unit needed (i.e., accessible or non-accessible unit, bedroom size).
  - b. Income tier<sup>13</sup>.
  - c. Within income tiers by ranking preference (or no-preference).
  - d. Within each category of ranking preferences by date and time of application or application number.
4. Refusing a unit without good cause or failing to respond to a unit offer will result in the applicant's name being removed from the wait list.

5. Refusing a unit with good cause will result in the applicant's name being returned to the wait list with his/her original placement on the wait list. Good cause is determined by VIHA.

Examples of good cause include, but are not limited to:

- a. An applicant or transferring Tenant cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship.
- b. The unit is not ready for move-in on the date projected for move-in. "Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean.
- c. The unit is not accessible to a source of employment, education or job training, children's day care, or educational program for children with disabilities<sup>14</sup>. The location of the unit would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
- d. The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and/or other situations of non-random violence that put a Tenant's life in danger.
- e. A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each as listed on final application or lease), or live-in aide necessary to the care of the head of household.
- f. The unit has lead-based paint and the family has children under the age of seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead-based paint.
- g. The unit is not accessible for a disabled member of the applicant's household.
- h. The unit has accessibility features not needed by the applicant household.

**D. Site-based Wait Lists for Senior Designated Housing Properties 24 CFR § 903.7(b)(2).**

1. VIHA received HUD approval for site-based wait lists at its senior designated housing properties.
2. Applicants are allowed to select one senior designated housing site or opt for the first available unit offer from across the entire senior designated housing portfolio.
3. Applicants may change their site selection once every three months, unless VIHA offers them an opportunity to make additional changes. Applicants are not permitted to change their site selection while they are being screened by the property manager at the site. Applicants who reject

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<sup>14</sup> If the applicant has a child participating in such a program.

screening or a unit offer for any reason, including because they prefer a different site, will be removed from the site-based wait list and must reapply if and when the wait list is opened.

4. The site-based wait lists for senior designated housing properties will be managed, monitored, audited, and maintained by VIHA.
5. All senior housing applicants will be placed on the wait list for the site they selected, or they can request first available. When a unit becomes available (e.g., studio apartment or a one-bedroom apartment), the unit will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, including rejection based on unit size, the applicant will be removed from the wait list.
6. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the wait list with his/her original date of application on the wait list. Good cause is determined by the property manager.

#### **E. Transfer Wait List**

1. Tenants on the Emergency and Mandatory transfer wait lists will receive one unit offer. Tenants on the Voluntary and Incentive transfer lists will receive two (2) unit offers. However, multiple units offers may be made in order to satisfy a reasonable accommodation request.
2. Refusal of or failure to respond to unit offers without good cause or failing to respond to an outreach will result in the Tenant being removed from the transfer wait list. For Tenant-initiated transfers, if the unit is refused without good cause, the Tenant may not reapply for twelve (12) months from the date of the final determination letter.

#### **F. Making Unit Offers**

1. At properties developed using Low Income Housing Tax Credits transfers may take place between such properties and between these properties and other VIHA properties to facilitate the redevelopment of VIHA properties under the HUD Rental Assistance Demonstration, Mixed-Finance or other similar federal, state or local revitalization programs, subject to the program requirements governing admission for such programs.
2. Emergency Transfers and Mandatory Administrative Transfers take precedence over new admissions from the wait list. One out of every five offers made within any twelve-month period shall be made to a Voluntary Administrative Transfer and one out of every five offers shall be made to an Incentive Transfer.
3. Tenant-Initiated Transfers for Good Cause will be processed on an ongoing basis in conjunction with new admissions from the wait list.
4. For new admissions, VIHA will alternate between the preference applicants and the non-preference applicants, matching the next unit available to the oldest application or lowest application number by bedroom size, type, and accessible features in each application pool. If two

(2) applicants with the same preference status need the same type and size of unit, the applicant with the earliest date of application will be offered the unit. **24 CFR § 960.206(c)**.

5. If more than one (1) unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready first for move-in. If two (2) units are ready for move-in on the same day, the first unit to be offered will be the first unit that became vacant.
6. An applicant must accept any unit offered within two (2) business days of receipt of the offer letters (generally letters will be received within five days) (or the date the alternative format of communication designated by an applicant with disabilities was provided).
7. If an applicant refuses a unit offer, VIHA will determine whether the refusal was with or without good cause.
8. For the community-wide (traditional family) regional and site-based wait lists, if the applicant does not respond to the unit offer within two (2) business days of receipt of the letter he/she will be removed from the wait list (generally letters will be received within five days).

#### **G. Accessible Units**

1. Pursuant to eligibility requirements, VIHA will offer available accessible units in the following order:
  - a. First, to the current Tenant with a disability with the greatest need for the special features of the vacant accessible unit and occupying a unit not having those accessibility features<sup>15</sup>;
  - b. Second, to an eligible applicant with disabilities on the wait list who requires the accessibility features; and
  - c. Third, to a non-disabled eligible applicant or Tenant. VIHA will require the non-disabled applicant or Tenant to execute a lease addendum that requires them to move, at VIHA's expense, to a non-accessible unit within thirty (30) calendar days of notice by VIHA if there is an eligible applicant or existing Tenant with disabilities who requires the accessibility features of the unit. **24 CFR § 8.27**.
2. VIHA shall not prohibit a qualified eligible, disabled family from accepting a non-accessible unit for which the family is eligible which may become available before an accessible unit. VIHA may modify a non-accessible unit as needed as a reasonable accommodation unless the modification would result in an undue financial and/or an administrative burden.

#### **IV. Leasing Policies**

All units must be occupied in accordance with a lease that complies with **24 CFR § 966**. The head of household and co-head, if applicable, and the authorized representative of VIHA, prior to actual admission, shall sign this lease. All Tenant authorized members of the household with the right to occupy

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<sup>15</sup> If two Tenants are on the transfer waiting list for an accessible unit but one needs only a roll-in shower and the other has a family member who uses a wheelchair full time, the second family would get the accessible unit.



the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and all other provisions as required by state and federal law, and VIHA policy.

Units will be leased without regard to race, color, sex, age (where age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income. **24 CFR § 1.4 and 100.5.**

#### **A. Leasing Policy**

1. The leasing process for emergency applicants who are victims of federally declared disasters may be amended at any time to respond to the impact of the federally declared disaster.
2. VIHA will neither offer nor move a family into a unit that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4 (e).**
3. All units must be occupied pursuant to a signed lease that complies with HUD regulations. **24 CFR § 966.4.**
4. A lease is executed at the time of admission for all new Tenants. The lease will include the names of all authorized members bound by the lease. The lease shall be signed by the head and co-head of the household, all other adult members, and by the Executive Director or designee prior to actual move-in. The head of household will receive a new copy of his/her lease. **24 CFR § 966.4(p).**
5. Applicants/Tenants shall complete a home maintenance/housekeeping orientation prior to move-in.
6. The Tenant shall pay a security deposit at the time of leasing. For new Tenants, the security deposit shall be Three Hundred Dollars (300.00). The Tenant may pay the security deposit in one lump sum or spread it over three (3) payments during the first three (3) months of tenancy. Pet deposits are in addition to the security deposit and must be paid in accordance with this policy. **24 CFR § 966.4(b) (5).**
7. Changes in family composition, income, or familial status between the application processing interview and leasing will be processed by Leasing staff.
8. Changes after leasing will be processed by the property manager, except lease addition requests for live-in aides, residual rights requests for remaining family members, foster children, foster adults, kinship care children, and adults in legally protected relationships, which require submittal to VIHA for written approval prior to moving into the unit. It is the responsibility of the applicant and/or Tenant to report changes in family composition, income, or familial status within Ten (10) calendar days of the occurrence.
9. If at any time during the term of the lease agreement, a change in the Tenant family composition or income results in the need to change or amending any provision of the lease. **24 CFR § 966.4(c).**
  - a. A new lease agreement will be executed; or
  - b. An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the head of household, and co-head, if applicable, and by the Executive Director or designee. **24 CFR § 966.4 (o).**

10. A new lease is executed when a Tenant transfers from one VIHA unit to another, even if the transfer is within the same development, unless a reason prevents the issuance of a new lease, i.e., pending Notice of Termination, court matter or emergency circumstance.
11. VIHA will only supply one subsidy per household. When a court determines the disposition of property between the head or co-head of household in a divorce or separation under a settlement or judicial decree, VIHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit. Such provision only applies to situations involving the approved head and co-head of household.

#### **B. Showing Units Prior to Leasing**

Applicants shall have an opportunity to view the unit they will be offered, a model of the unit or a unit of similar bedroom size before they accept a unit offer and lease a unit.

#### **C. Changes in Family/Household Composition**

1. Only persons listed on the most recent lease or added in accordance with VIHA policy shall be permitted to occupy a dwelling unit and must use the dwelling unit as their sole domicile. **24 CFR § 966.4(a) (v).**
2. VIHA shall determine if a dwelling unit size is appropriate whenever a household's composition changes. If VIHA determines that an adult addition to a household is ineligible, the person will not be added to the lease. If the addition is approved, the household will be placed on the wait list for the appropriate bedroom size, if necessary.
3. Additions to the household by natural birth<sup>16</sup>, adoption, or court-awarded custody (excluding foster care) or an approved kinship care arrangement to a current member of the household will be processed automatically.
4. The addition of a live-in aide, foster child, or foster adult must be requested in writing and requires authorization by VIHA before being processed by the property manager. For minors under the age of 18, custody rights documentation or proof of kinship care is required for the addition. The need for a live-in aide will be updated at annual recertification. Any live-in aide that will be absent for fifteen (15) calendar days or more will be revoked.
5. VIHA **will only** approve an adult addition to the unit for one adult who passes screening and will not disqualify the family for the size of unit they are already occupying. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of VIHA.

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<sup>16</sup> Children born to current authorized family member of the household during tenancy.

6. When processing the addition of a new adult VIHA will require that the individual pass applicant screening, including, if applicable, site-specific mixed income criteria. If a household's composition changes, a unit size determination will be made in accordance with the Occupancy Guidelines in Section II, to ensure that the family is appropriately housed.
7. If the household size increases so VIHA does not have a unit large enough in accordance with the Occupancy Guidelines to house the entire family, and there are adult members in the family, the head of household must decide if all or part of the household will take a split family transfer to an appropriately sized public housing unit within sixty (60) calendar days.
8. Persons residing in the household without written VIHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination. **24 CFR § 966.4 (f) (3).**
9. Verification of an unauthorized occupancy can be established through the following:
  - a. Government issued ID's or reports.
  - b. Utility Bills for the assisted unit.
  - c. Property sign-in logs and/or;
  - d. Other documentation or investigations
  - e. Reverse warrant checks through the Police Department
  - f. Mail going to unit address.
10. If a lease addition applicant is rejected because he/she did not pass screening, the Tenant may grieve the rejection in accordance with VIHA **Grievance Procedure**. Only one type of hearing can occur for each request. Since individuals proposed for addition to an existing lease are not waiting list applicants, they are not entitled to informal hearings.

Family and/or household members who move out of the unit for any reason shall be reported by the household in writing to the property manager within Ten (10) calendar days of the occurrence. Once reported and verified, such a member will be removed from the lease immediately. A unit size determination will be made in accordance with the Occupancy Guidelines in Section II to ensure that the family is still appropriately housed.

The family must promptly notify VIHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such cases, promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 90 days within a 12-month period, the unit will be considered abandoned.

#### D. Visitors

1. A guest may visit a family in a unit for a total of fourteen (14) calendar days in a calendar year. Tenants may request a time extension to this visitor timeframe and such requests will not be unreasonably refused. For example, if a tenant is a non-custodial parent who has child visitation rights during summers and certain holidays, the tenant will not be given bedrooms for the children who reside with him/her less than 183 days per year, but the Tenant will be permitted to have the children visit more than the 14 days shown above.
2. VIHA may ban visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of other Tenants, including criminal activity. Visitors banned for such behavior, will be restricted from entering VIHA properties. Trespassing orders will be filed.
3. A Tenant will be notified in writing by the property manager when a guest of his/hers has been banned. Tenants may grieve VIHA's decision to ban a visitor in accordance with VIHA **Grievance procedure**.
4. Tenants will be required to sign an agreement stating they will not allow the banned visitor into their unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.
5. Persons that exceed the time as a guest will be considered to reside in the assisted unit without written VIHA approval and will be considered an unauthorized occupant. The family will be subject to lease termination.

#### E. Live-In Aides

1. A live-in aide is a person whose sole reason to live in the public housing unit is to assist a disabled Tenant needing the assistance of the aide. A live-in aide resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and:
  - a. Is determined by a knowledgeable professional to be essential to the care and well-being of the elderly or near-elderly person or family member with a disability;
  - b. Is not obligated for the financial support of the person(s); and
  - c. Would not be living in the unit except to provide the necessary supportive services. **24 CFR § 5.403.**
2. Live-in aides are household members, not family members, regardless of their familial relationship; therefore, live-in aides retain no rights to a unit upon the death, eviction, departure, or abandonment by the Tenant with the disability who needed the live-in aide. If the Tenant requiring the services of the live-in aide dies or leaves the unit, the live-in aide and the live-in aide's family members must vacate the unit within thirty (30) calendar days.
3. If a non-Tenant family member is designated as the live-in aide of another family member, that live-in aide will not have remaining rights to the unit should the head of household die or leave the unit. A Live-in aide who is requesting to add his/her family members to the lease will also have his/her family members' status added as live-in aide household members and they will also have

no remaining rights to the unit. The live-in aide and his/her household members cannot reclassify themselves as family members, and they must all occupy one bedroom.

4. A relative that is already legally obligated to provide care to the family member requiring a live-in aide may not be classified as a live-in aide (i.e., parents cannot be the live-in aide of their child and a spouse cannot be the live-in aide to the other spouse). Any person already living in the unit cannot become a live-in aide.
5. A live-in aide's income is not counted towards the calculation of the Tenant's income eligibility or rent for the unit. Live-in aide's family members will not be counted toward the Tenant's income eligibility, rent, bedroom size, or child deductions for the Tenant.
6. Live-in aides are not required to meet all admissions screening criteria, but they must meet these criteria:
  - a. The tenant's qualified medical practitioner verifies that the live-in aide selected possesses the qualifications needed to support the tenant; and
  - b. The tenant's qualified medical practitioner states whether or not it is appropriate for the live-in aide to be employed outside the home; and
  - c. The live-in aide passes criminal history screening, does not owe a debt to any PHA, and has not committed fraud in connection with any federal housing program.
7. A live-in aide who does not pass screening will be rejected.
8. The live-in aide must vacate the unit within thirty (30) days from the passing or move-out of the individual receiving care.
9. Qualified Tenants or applicants are required to complete all applicable paperwork regarding the request for a live-in aide.
  - a. The qualified Tenant or applicant and the live-in aide are required to complete and sign *VIHA Lease Addendum for Live-In Aides*. Failure to sign the lease addendum or violation of the terms of the lease addendum is grounds for lease termination.
  - b. The qualified Tenant or applicant is required to complete a 'Live-In Aide Request Form' or may request assistance from family, friends, advocates, or a property manager to complete the form.
  - c. The qualified Tenant or applicant is required to identify a 'knowledgeable professional' to certify the need for a live-in aide.
10. If a live-in aide is rejected because he/she did not pass screening, the Tenant may grieve the rejection in accordance with VIHA **Grievance Procedure**.

#### **F. NPHOI Lease Requirements**

Families who exceed the over-income limit for 24 consecutive months (see OVER-INCOME FAMILIES) will be given the opportunity to stay in their units by signing a Non-Public Housing Over-Income (NPHOI) lease.

At a minimum, the NPHOI lease will contain the following plus other required provisions as stated in 24 CFR 960.509:

- Parties to the Lease.
- Dwelling Unit.
- Initial rent and notice requirements for changes in rent.
- Charges for late rent payments, per VIHA policy.
- Lease term and renewal as dictated by VIHA policy, but with no automatic renewal.
- Statement of utilities, services and equipment to be supplied by without additional cost.
- Utilities and appliances to be supplied by the tenant.
- The -approved household composition, including foster children, foster adults and approved live-in aides.
- Requirement for family to notify VIHA of the birth, adoption and/or court-awarded custody of a child.
- Charges for excess utility consumption (if there are individual check meters or are the result of use of major tenant-supplied appliances) and charges for repair beyond normal wear and tear.
- Requirement to obtain VIHA approval to add any other household member; • VIHA obligations under the lease.
- Tenant obligations.
- Defects hazardous to life, health or safety.
- No smoking policy.
- Entry of the dwelling unit during tenancy.
- Notice procedures.
- Seasonal maintenance requirements (elderly/disabled may opt out).
- Termination of tenancy and eviction.
- Grievance procedures (if applicable).
- Provisions for lease modification; and
- Signature clause.

## **G. Units Occupied by Employees of VIHA**

1. A public housing Tenant may become employed by property management. Employees, who are public housing Tenants, are subject to the same lease terms and conditions as all other public housing Tenants. They have client numbers, public housing leases, and an obligation to pay rent. A Tenant employee's required rent payments cannot be lowered as a part of his/her compensation.
2. If a VIHA Tenant is employed by a property management company and the employment is later terminated, the Tenant will retain tenancy and be treated as any other Tenant.

## **H. Property Rules**

1. Property-specific rules vary by building; please consult the lease addendum for a complete listing of rules applicable to the property in which you reside.
2. Smoke Free-Unit Policy
  - a. All properties owned built, acquired or rehabilitated by VIHA are smoke-free.
  - b. Due to the increased risk of fires, increased maintenance costs and known health effects of secondhand smoke, smoking is prohibited in all areas of the property, including all buildings, all common areas, inside dwelling units, garages, parking areas and within 25 feet <sup>17</sup> of the building(s) including entryways, porches, balconies and partitions. Vaping on VIHA property is also prohibited. Tenants are responsible for ensuring that family members and guests comply with this rule.
  - c. In accordance with 19 V.I.C. §1482, smoking means inhaling, exhaling, burning, carrying or possessing a lighted cigar, cigarette, pipe, or tobacco product, weed, plant or other smoking device that contains tobacco product, weed or a plant including nicotine vapors (vaping).
  - d. Violation of the smoke-free policy will be considered a lease violation.
  - e. All public housing units are considered smoke-free, which is clearly stated in the Tenant's lease.
3. Firearms Limitations
  - a. VIHA Tenants are permitted to own legal firearms and to keep them in their apartments so long as the following conditions are observed:
    - 1) Firearms must be legal weapons, properly registered under the applicable laws of the Virgin Islands;
    - 2) All firearms in VIHA apartments must be stored in a locked cabinet or have fully functional trigger locks;
    - 3) Tenants may not display, brandish, or threaten others with their firearms anywhere on VIHA property.

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<sup>17</sup> In accordance with 19 V. I.C. §1493.

- b. No person conducting business, residing in, or visiting on or near VIHA property is allowed to carry a concealed weapon onto any location owned and operated by VIHA. Firearms, ammunition, or other weapons are prohibited at any VIHA offices.
  - c. Applicants who engage in criminal activity, including the displaying or using a firearm in a manner prohibited by law, shall not be admitted to VIHA public housing. VIHA will deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.
  - d. Tenants and their authorized members, guests, or persons under their control, shall not display or use, anywhere on or near VIHA property, any firearms, ammunition, or other weapons in violation of Federal, State, and local laws. It shall be in violation of VIHA public housing program to:
    - 1) Display, intentionally or unintentionally, a weapon while on or near VIHA Property, or
    - 2) Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on VIHA Property, or
    - 3) Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near VIHA Property, or
    - 4) Use, intentionally or unintentionally, a weapon with a verbal or nonverbal threat to shoot, fire, explode, throw, or
    - 5) Cause, intentionally or unintentionally, any injury to or on another person, or
    - 6) Cause damage to any personal or real property with the use of a weapon, or
    - 7) Cause, intentionally or unintentionally, any other person to perform any of the above conduct.
  - e. Any Tenant, Tenant family members, guests, or persons under the Tenant's control known to be involved in the display or use of any firearms, ammunition, or other weapons on or near VIHA owned and operated property will be subject to lease termination.
  - f. In accordance with 14 VIC §2253, near means within one thousand (1,000) feet of any housing facility owned by VIHA.
4. Common Area Use Policy
- a. The common areas of properties may not be used for campaigning for office by candidates for public office.
  - b. The common areas of properties may not be used to staff a campaign for public office.
  - c. No common areas of properties may be used for the purpose of religious: worship, programs, meetings, activities, or events.
  - d. All common area and non-dwelling use by Tenants must abide by requirements outlined in the Non-Dwelling Premises Use Policy and Procedures.
5. Late Fees and Non-payment
- a. If a family fails to pay the monthly rent by the 10th day of the month and VIHA has not agreed to accept payment at a later date a friendly reminder letter will be sent. On the 11<sup>th</sup> day of the



month (one day after the grace period for timely payment) a 30-day Notice of Lease Termination and Notice to Vacate will be issued to the Tenant for failure to pay rent, demanding payment in full or the surrender of the premises and charging a \$25 late fee. If the reason for late payment is due to verified social security or TANF payments received too late to pay timely, the tenant will not be considered to have paid late and will not be subject to a late fee.

- b. The late fee and any other charges in addition to rent are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, VIHA may not take action for nonpayment of the fee until the conclusion of the grievance process.
  - c. If an elderly or disabled head of household can document that the rent was or will be late due to late payments from a government institution, such as Social Security Administration, the late fee may be waived with the approval of the Director of Asset Management or his\her designee. This request for a waiver must be in writing with appropriate documentation from Social Security Administration. To qualify for the waiver, this must be the only source of income in the household. A late fee will be assessed to elderly Tenants on a waiver who have failed to pay the rent in any given month. A late fee will be assessed to the following month after a payment was missed.
  - d. A Head of Household who receives both Social Security and Retirement income or has other members with income in the household will not qualify for this waiver.
  - e. Partial payments will be applied as follows:
    - 1) First to delinquent charges in addition to rent.
    - 2) Second to delinquent rent.
    - 3) Third to current charges in addition to rent.
    - 4) Last to current rent.
6. Inspections and Notification of Inspections
- a. VIHA is required to inspect each dwelling unit prior to move-in, at move-out and ~~annually~~ quarterly during occupancy. In addition, VIHA may require additional inspections. The types of inspections conducted are as follows:
    - 1) Move-in Inspections, head of household, co-head or spouse may attend the initial inspection and sign the inspection form for the head of household.
    - 2) Move-out Inspections, VIHA must inspect the unit at the time the Tenant vacates the unit and must allow the Tenant to participate in the inspection if he\she wishes, unless the Tenant vacates without notice. VIHA must provide the Tenant with a statement of any charges to be made against the security deposit for maintenance and damages beyond normal wear and tear.

- 3) VIHA will comply with and inspect units in accordance with final rule establishing the National Standards for the Physical Inspection of Real Estate (NSPIRE) **24 CFR 5, 24 CFR 902, and 24 CFR 965.**
- 4) Quality Control Inspections, VIHA will conduct supervisory quality control inspections quarterly and move-out inspections, on five percent (5%) of all units or Five (5) total units, whichever is greater. Quality control inspections will be completed within 30 days of the original inspection.
- 5) Special Inspections, VIHA may conduct a special inspection for any of the following reasons.
  - a) Housekeeping
  - b) Unit condition
  - c) Suspected lease violation
  - d) Preventive maintenance
  - e) Routine Maintenance
  - f) There is reasonable cause to believe it is an emergency exits.
- b. Non-emergency entries. VIHA will notify the Tenant in writing at least Forty-eight (48) hours prior to any non-emergency inspections. For regular annual inspections, the family will receive at least one (1) week written notice of the inspection to allow the family to prepare the unit for inspection. Entry for repairs requested by the family will not require prior notice. Tenant requested repairs constitute permission for VIHA to enter the unit.
- c. Emergency Entries. VIHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists, or the unit is believed to be abandoned. If no adult household member is present at the time of an emergency entry, VIHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.
- d. With the exception of move-in inspections, the Tenant is not required to be present for inspections. The Tenant may attend the inspection if he\she wishes.
- e. Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify VIHA at least Twenty-four (24) hours prior to the scheduled inspection. VIHA will not reschedule the inspection more than once, unless the Tenant has a verifiable good cause to delay the inspection. VIHA may request verification of such cause.
- f. VIHA is obligated to maintain dwelling units and the communities in decent, safe and sanitary condition and to make necessary repairs to dwelling units. **24 CFR §966.4(e).**
- g. Emergency Repairs. If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify VIHA of the damage and VIHA must make the repairs within a reasonable time frame.
- h. If the damage was caused by a household member or guests, VIHA must charge the family for the reasonable cost of repairs. VIHA may also take lease enforcement action against the family.
- i. If VIHA cannot make repairs quickly, VIHA must offer the family standard alternative accommodations. If VIHA can neither repair the defect within a reasonable time frame nor

offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guests, or if the Tenant rejects the alternative accommodation.

- j. Defects hazardous to life, health or safety are listed on the Abatement Schedule, attached hereto.
- k. Non- Emergency Repairs. VIHA will correct non-threatening health and safety defects within Twenty-five (25) business days of the inspection date. If VIHA is unable to make repairs within that period due to circumstances beyond VIHA's control (e.g., required parts or services are not available, weather conditions, etc.) VIHA will notify the family of an estimated date of completion. The family must allow VIHA access to the unit to make repairs.
- l. Tenant-Caused Damages. Damages to the unit beyond normal wear and tear will be billed to the tenant in accordance with established policies.
- m. Housekeeping. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, VIHA will provide proper notice of a lease violation.
- n. A re-inspection will be conducted within Forty-eight (48) hours to confirm that the Tenant has complied with the requirements. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.
- o. Notices of lease violation will also be issued to Tenants who purposely disengaged the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination, fine or both.

## **V. Transfer Policy**

VIHA's Transfer Policy outlines the types of transfers administered by VIHA, which transfers are mandatory, and which are voluntary, as well as the eligibility requirements for transfers. VIHA's Emergency and Mandatory transfers have priority over new admissions from a VIHA wait list.

### **A. Transfer Policy**

- 1. Transfers will be made without regard to race, color, sex, age (when age eligibility is not a factor), familial status, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income. Tenants may be transferred to accommodate a disability.
- 2. Other than Tenants who need emergency transfers and mandatory administrative Transfers , Tenants who request a transfer will receive two ~~only one~~ (12) offers; however, multiple unit offers may also be made to satisfy a reasonable accommodation request.
  - a. For emergency and mandatory administrative transfers, refusal of a unit offer without good cause will result in lease termination.

- b. For voluntary, incentive or Tenant-initiated transfers, refusal of a one unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4(B)(2)(ii)**. Tenants will not be able to request any of these transfer types for 12 months from the date of removal letter.
3. VIHA may revise the transfer categories below to create and implement special programs and/or incentives for the benefit of public housing Tenants.

## **B. Transfer Categories**

Transfers will be assigned to the appropriate categories on the transfer wait list. VIHA has the discretion to make transfers based on the Authority's needs; therefore, Tenants may be offered a transfer out of transfer category sequence order and/or out of date order. Whenever feasible, transfers will be made within a Tenant's geographic region or other location of the Tenant's choice. The transfer categories are as follows:

1. **Emergency Transfers:** A mandatory transfer upon determination by the property manager, VIHA, or determined in a legal proceeding that unit or building conditions pose an immediate threat to Tenant life, health, or safety. **24 CFR § 966.4(h)**.
  - a. Prior written notice to the Tenant is not required for an emergency transfer.
  - b. Emergency conditions that occur due to abuse or neglect to a unit by the Tenant will be grounds for emergency transfers; however, the responsible Tenant will be charged for the damages caused to the unit and/or may have his/her lease terminated;<sup>18</sup> and
  - c. Refusal to accept an emergency transfer is grounds for lease termination and eviction.
2. **Mandatory Administrative Transfers:** Some examples include, but are not limited to:
  - a. A VAWA transfer requested by a Tenant and approved by VIHA to resolve problems of a life-threatening nature that are not related to unit or building conditions, including but not limited to removing Tenants from dangers of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and other documented situations of nonrandom violence that put a Tenant's life in danger. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred.
  - b. A transfer to move Tenants not requiring the accessibility features of their current unit so that the unit may be occupied by an applicant or Tenant with a disability requiring the accessibility features of the unit. **24 CFR § 8.27(b)**.
  - c. A transfer to move Tenants with disabilities to accessible units or units with features that accommodate their disabilities. **24 CFR § 8.27(a)(1)**

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<sup>18</sup> A Tenant may challenge any charges for damages in accordance with **VIHA Grievance Procedure**.

- d. A transfer to move Tenants with disabilities who are verified to have a need for a transfer as a reasonable accommodation. Property Managers that have transfer requests of this nature must notify the 504 Coordinator and the Occupancy Department. A recommendation to approve the transfer request must be issued by the 504 Coordinator before the transfer is conducted. Examples of such transfers may include, but are not limited to:
    - 1) Transfers to a unit in closer proximity to healthcare providers.
    - 2) Transfers to a unit which provides an extra bedroom for a live-in aide, large medical equipment, a separate room for a family member needing extra space for a verified medical need (e.g., a child who may have loud, disruptive/violent outbursts), etc.
    - 3) Transfers to a unit located on the first floor of a development.
    - 4) Transfers to a unit without mobility barriers, such as stairs, carpeting, etc.; and
    - 5) Transfers to units for the vision or hearing-impaired.
  - e. Transfers to permit unit modernization.
  - f. Mandatory transfers for non-elderly remaining family members living in senior designated housing who add a non-elderly person to the household. These transfers are only applicable to non-elderly remaining family members who were residing in senior designated housing on the date of the designation and remained in the unit after the death or departure of the elderly family's head of household, co-head of household, or spouse.
3. **Voluntary Administrative Transfers:**
- a. Transfers initiated by VIHA for families who are over-housed (living in unit with more bedrooms than occupants) in accordance with the Occupancy Guidelines (Section II.) and transfers initiated by VIHA for families who are overcrowded (living in a bedroom size too small) in accordance with the Occupancy Guidelines<sup>19</sup>. **24 CFR § 966.4(c)(3).**
  - b. Senior designated Housing transfers are available to lease-compliant Tenants of senior buildings impacted by a Senior Designated Housing Plan (SDHP) who wish to transfer from the senior designated housing property to a family property and who were in residency on the date of the SDHP designation.
  - c. Transfers available to elderly lease-compliant Tenants of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.
4. **Tenant-Initiated Transfers for Good Cause:** A transfer requested by lease-compliant heads of household who have been in their current units for at least one (1) year and can demonstrate a good cause need for the transfer.

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<sup>19</sup> When a head of household, originally housed in bedroom size by his/herself, gives birth or adopts a child, the family will not be considered overcrowded for this transfer type until the child is age two.

- a. VIHA will allow a Tenant in good standing to choose the geographic region or senior designated housing property to which they can request to transfer based on the good cause reason provided in the request.
- b. VIHA will process Tenant-Initiated Transfers for Good Cause on an ongoing basis in conjunction with new admissions from the wait list.
- c. Definition of good cause is located in this policy.
- d. Tenant lease compliance will be reviewed before the Tenant-Initiated Transfer will take place, including a home inspection. Failure to maintain lease compliance will result in the Tenant Initiated Transfer request being denied and the Tenant family may be subject to lease termination. The Tenant will not be eligible to re-apply for a Tenant Initiated Transfer for 12 months from the denial date.

### **C. Processing Transfers**

- 1. VIHA maintains the transfer wait list by category and Leasing processes these transfers for all properties.
- 2. Tenants may request transfers from property managers with the necessary documentation to substantiate the need for the transfer. Property managers must submit a transfer request package to VIHA's Leasing Department, justify the transfer and obtain final approval from VIHA before moving a family into a new unit. Tenants will be informed if writing of approval or denied request. Approved tenants are placed on the transfer wait list. Denied tenants may request a grievance.
- 3. VIHA will run a criminal and credit check on all adult household members aged 18 and over. VIHA will approve the Tenant's eligibility to transfer based on the documentation provided in the transfer request package and the results of the criminal and credit background check. VIHA will provide information to all Tenants regarding how to obtain a free copy of their credit report. If the request is denied based on the criminal background information, VIHA will provide a copy of the criminal background information used.
- 4. The 504/ADA Coordinator must approve all transfers for reasonable accommodation.
- 5. Within each transfer category, applications will be listed by the date the transfer request package is received by VIHA.
- 6. With the exception of emergency transfers, a property manager cannot transfer a family until VIHA approves the transfer and informs the property manager that the family has reached the top of the transfer wait list.
- 7. VIHA shall take into consideration issues of personal safety when transferring families to/from buildings. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, sexual assault or hate crimes, and/or other situations of non-random violence that put a Tenant's life in danger when contesting transferring to/from a building or area of the city.

8. Transfers may be initiated by VIHA (e.g., moving a Tenant who does not need the features of an accessible unit to a non-accessible unit).
9. Unit offers for Tenants on the wait list:
  - a. Tenants who request an emergency or mandatory administrative transfer will receive only one unit offer. Tenants who request a voluntary or incentive transfer will receive only two unit offers; however, multiple units offers may be made to satisfy a reasonable accommodation request.
    - 1) For mandatory transfers, refusal of a unit offer without good cause will result in lease termination.
    - 2) For voluntary transfers, refusal of one unit offer with or without good cause will result in the removal of the household from the transfer wait list. **24 CFR § 1.4 (B)(2)(ii).**
10. Failing to respond to an outreach will result in the Tenant's name being removed from the wait list.
11. Tenants will be notified of transfers as follows:
  - a. For emergency transfers, there is no notice requirement.
  - b. Property managers may provide less than the Thirty (30) calendar day notice for mandatory administrative transfers to correct occupancy standards and in cases where the Tenant is in danger from domestic violence, sexual violence, dating violence, stalking, sexual assault or hate crimes, and/or other situations of non-random violence or some medical condition that is not life-threatening but may be exacerbated by their current unit or location.
  - c. For all other transfers, the property manager will provide at least Thirty (30) calendar day notice.

**D. Tenants in Good Standing**

1. For voluntary administrative, incentive, and Tenant initiated transfers, Tenants are required to be in good standing, which includes, but is not limited to:
  - a. Being current on rent payments without an unpaid balance at any time in the past year, or current on a repayment agreement. If past rent is owed, the Tenant will not be transferred until a repayment plan is established and at least two consecutive timely payments are received, or if prior repayment plans have been defaulted, back rent is paid in full.
  - b. Maintaining utility connections, as well as being current on utility payments to any utility supplier, or current with any repayment agreement with the utility supplier.
  - c. Remaining compliant with the terms of VIHA **Lease Agreement** and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease.

- d. Promptly paying all charges in addition to rent or on a repayment agreement with VIHA
  - e. Meeting reasonable housekeeping standards and having no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping. A Tenant with housekeeping standards violations will not be transferred until the Tenant passes a follow-up housekeeping inspection; and
  - f. Having not destroyed, defaced, damaged, or removed any part of a unit or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse in compliance with VIHA's Community Service Requirement/Economic Self-Sufficiency Program.
  - g. The Leasing staff will screen the Tenant and household prior to move in. If the criminal and credit check run by VIHA is over Ninety (90) days old, VIHA must re-run both checks as part of the screening process. During screening, VIHA will determine if the Tenant is in good standing and in compliance with VIHA Lease Agreement.
  - h. VIHA will make exceptions to these good standing requirements in the case of extenuating circumstances or reasonable accommodation transfers.<sup>20</sup>
  - i. VIHA will provide transfers for victims of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and/or other situations of non-random violence even if a Tenant is not in good standing; however, a new lease will not be executed until the Tenant resolves all issues related to non-compliance which are not related to the need for the victim assistance transfer.
2. Mandatory transfers do not stop the lease termination process.

#### **E. Cost of Transfers**

- 1. VIHA will pay the costs associated with moving and transfer of utilities for all transfer types, except Tenant-initiated transfers.
- 2. Tenants are solely responsible for all costs associated with Tenant-initiated transfers.

#### **F. New Lease and Security Deposits**

- 1. Whether a Tenant transfers from one VIHA unit to another unit within the same development (intra-development), or from one VIHA development to another development (inter-development) a new lease will be executed for the dwelling into which the family moves, and the security deposit will be transferred to the new unit. VIHA will notify and bill the Tenant for any damage not due to normal wear or tear at the old unit.
- 2. If a security deposit was not collected on the previous unit, a security deposit will be collected for the new unit.

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<sup>20</sup> E.g., One person not in good standing who is living alone in a three-bedroom unit and does not want to move to a smaller unit in accordance with the Occupancy Guidelines.



## **G. Split Family Transfers**

VIHA-initiated split family transfers for relocating families: VIHA may make a one-time split family transfer when it is evident that VIHA is unable to house the entire family in one (1) unit and must offer two (2) units.

1. The presence of an additional adult family member, with or without children, does not automatically qualify a family for a split family transfer if the family is not overcrowded in the unit they are occupying.
2. For all types of splits, the head of the splitting family must be a member of the original family's household for at least three (3) consecutive years before the split family transfer can be initiated.
3. The head of household and all members aged 18 years and over, of the splitting family must pass applicant screening.
4. The original family must be lease compliant in order to qualify for a split family transfer. If the original family violates the lease after the family requested a split and the family member requesting to split off was not involved in the lease violation and meets all other requirements to split, the split will continue to be processed.
5. VIHA will only supply one subsidy per family. Split family transfers will not be allowed to separate co-heads of household or spouses. If a court determines the disposition of property between the head and co-head of household in a divorce or separation under a settlement or judicial decree, VIHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain use of the unit.

## **VI. Re-examinations of Income and Family Circumstances**

After initial occupancy, VIHA must re-examine a family's eligibility for continued occupancy annually. Tenants must provide documentation of family composition, income, and assets. At the time of re-examination, income, employment, allowances, and any additional data deemed necessary will be verified. Verified information will be analyzed and a determination made with respect to the eligibility of the household for continued occupancy; the eligibility of an individual as a remaining family member; the appropriate unit size for the family; and the amount of rent the family should pay.

### **A. Eligibility for Continued Occupancy**

1. Tenants must meet the following criteria to be eligible for continued occupancy:
  - a. Qualify as a family as defined in Section XVI of this policy.
  - b. Maintain full compliance with the Tenant obligations and responsibilities as described in VIHA **Lease Agreement; 24 CFR § 966.4(f)**
  - c. Have Social Security numbers for each family member or have signed certifications under penalties of perjury for any family member who indicates they do not have a Social Security

number; **24 CFR § 5.216**. Leaseholders who are 62 years of age or older and had not previously disclosed a valid SSN as of January 31, 2010, are exempt from this requirement. This exemption continues even if the individual moves to a new assisted unit.

- d. Meet HUD standards for citizenship or eligible immigration status or pay a prorated rent; **24 CFR § 5.500**. Once a mixed family has exceeded the over-income limit for 24 consecutive months, the family will become a non-public housing over-income family and must pay the alternative rent. These families are no longer public housing participants and are unassisted tenants. Per 24 CFR 5.220(d)(1), mixed families who pay the alternative rent must not receive prorated assistance.
  - e. Maintain compliance with or provide documentation of exemption from VIHA Community Service Requirements/Economic Self-Sufficiency Programs, (Section VI.G.); and
  - f. Not be an Over-Income Family as defined in Section XIII unless such family has executed a Non-Public Housing Over-Income Lease and is paying the Alternative Non-Public Housing Rent.
  - g. Continue to otherwise meet eligibility requirements for the housing program and any site-specific eligibility requirements.
2. All adult household members, including live-in aides, must pass a criminal background check at every annual reexamination.
  3. All children in the household between the ages of 7 and 17, are required to attend school on a regular basis, in accordance with local school board policies and local law. Tenants shall provide VIHA with a copy of their child(ren)'s report cards on a quarterly basis to demonstrate attendance. Tenants shall also provide VIHA with releases and authority so that VIHA can inquire into the attendance of any school aged child between the ages of 7 to 17.
  4. Tenants may be required to prove through documentation that children aged 13 and under participate in daycare, after school programs, or are otherwise adequately supervised when school is not in session.
  5. A Tenant must continue to demonstrate suitability based on satisfactory behavior as a renter including but not limited to housekeeping performance; good payment records for rent; other charges and utilities; satisfactory record of lease compliance; and an acceptable criminal background record as a law-abiding member of society. Tenants found to be ineligible during re-examination will be subject to lease termination.
  6. If any adult member of the household fails to pass the criminal background check during reexamination, VIHA may begin lease termination against the entire household. VIHA shall provide the Tenant with a copy of the background information used to make the determination to terminate the lease.

## **B. Re-examinations**

VIHA will ensure that the regular reexamination for each family is completed as follows:

1. During the regularly scheduled reexamination, VIHA will offer Tenants the opportunity to make a decision on whether to pay income-based rent or the flat rent applicable to the dwelling unit they will occupy.
  - a. VIHA will re-examine the family composition and income of all Tenant families other than those whose sole source of income is fixed income (social security, SSI, TANF). Fixed income families will still have annual reexams, but the purpose is to determine whether the unit size and type is still appropriate for the family. Full income reexams of fixed income families will only take place every 3 years.
  - b. Families paying flat rent shall have their family composition re-examined annually to ensure VIHA Community Service Requirements/Economic Self Sufficiency Programs requirements, if applicable, are met. **24 CFR § 960.257.**
2. The re-examination process shall begin 120 days prior to the expiration of the lease. In the case of a Tenant transfer, the anniversary date (lease date) for the Tenant remains the same as the initial move in date.
  - a. Re-examination must be completed before the expiration of the lease. The Tenant may be terminated for failure to comply with re-examination notices. If the Tenant comes in for reexamination once termination has started, the termination process will continue until the reexamination is complete.
3. The Tenant shall sign a personal declaration form to certify the validity and completeness of the documents provided during the re-examination process. All adult members of the Tenant household must sign all consent forms that authorize VIHA to make necessary inquiries into the Tenant and household members' behavior or background as it relates to lease compliance. This includes obtaining arrest and conviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign all consent forms, including HUD Form 9886 and VIHA Authorization and Consent Release Form, will result in the Tenant's lease termination.
4. All information in a Tenant file must be verified. As part of the verification process, all adult members of the Tenant's household must: (1) sign all consent/release forms, including HUD Form 9886; (2) complete all relevant paperwork; and (3) return all documentation required to complete the verification process. Verifications are considered hierarchically:
  - a. Up front verification (UIV) using a non-HUD System (Work Number)
  - b. Third-party written verification (tenant provided documentation).
  - c. Third-party verification form.
  - d. Third-party oral verification; and
  - e. Tenant Self-Certification.
5. Upon the implementation of HOTMA, once an applicant or participant has signed and submitted the Form HUD-9886, they will not need to sign and submit subsequent consent forms, except when:

- a. Anyone 18 years or older becomes a member of the family.
  - b. When a member of the family turns 18 years old, or
  - c. As required by HUD or the PHA in administrative instructions.
6. VIHA or property manager shall document the steps taken to obtain information through the verification process before proceeding to the next level of the hierarchy.
  7. Tenants whose sole source of income is fixed (Social Security, SSI, TANF) will have their incomes/rents verified only every 3 years. In the interim years their rent will be based upon their previous income adjusted by the Cost of Living increase applicable at that time.
  8. When it is not possible to estimate family income accurately at re-examination, a temporary determination will be made. VIHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. **24 CFR § 5.609(d).**
  9. Zero Income Family Certification: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every Ninety (90) calendar days until they have a stable income. A monetary or non-monetary contribution from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609.**
  10. If VIHA is in the process of terminating the lease of a Tenant when the Tenant is scheduled for reexamination, the re-examination will be completed, but a new lease will not be executed.
    - a. If VIHA prevails in the lease termination action, a new lease will not be executed, and the Tenant will be evicted.
    - b. If the Tenant prevails in the lease termination action, a new lease will be executed.
  11. If any adult member of the household fails to pass the background check (including registered sex offenders) during re-examination, VIHA will begin lease termination. If the Tenant prevails in the lease termination action and there has been no recent criminal activity, a new lease will be executed.
  12. At any time, a Tenant may request an interim re-examination of family composition or income due to changes since their last certification, and VIHA shall provide one unless the Interim is for a change of income lasting less than 30 days. **24 CFR § 960.257.**

### **C. Action Following Re-examination**

1. Failure by the Tenant to complete re-examination is a serious lease violation and grounds for lease termination.
2. If a change in the unit size is required, the Tenant will be placed on a transfer wait list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. **24 CFR § 966.4(c)(3).** Failure by a Tenant to comply with a mandatory administrative transfer is the cause for lease termination.

3. If there is any change in rent, the lease will be amended during the interim re-examination or a new lease will be executed during the regularly scheduled re-examination, and a Notice of Rent Adjustment will be issued prior to the effective date of the rent adjustment. The Notice of Rent Adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and information regarding the Tenant's right to request an informal hearing if he/she disagrees with the new rent. **24 CFR § 966.4(a)(3).**

#### **D. Unit Maintenance and Inspections**

1. Tenants are responsible for maintaining their unit in a safe, decent and habitable condition. Housekeeping, cleaning, and/or maintenance of Tenant's assigned areas (e.g., yards, porches, etc.) are also the responsibility of the Tenant and his/her household.
2. Property management will conduct inspections to ensure that Tenants are maintaining their units and assigned areas in safe and sanitary conditions. Tenants will not be held responsible for normal wear and tear.
3. Quarterly inspections will be conducted for all units. Tenants will be notified at least Forty-eight (48) hours in advance. VIHA shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. VIHA will use all inspections to assess the Tenant's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease. VIHA will provide the Tenant with a written statement regarding dwelling unit conditions, and VIHA shall request work orders for all items found to be in disrepair. VIHA will take photographs to document housekeeping violations that rise to the level of health, safety or fire hazards.
4. If VIHA detects any serious housekeeping problems that violate health, safety or fire codes, VIHA will photograph the problem areas, provide the Tenant with a detailed written list of all the housekeeping violations, explain what is necessary to resolve the problems and time period VIHA will grant for the Tenant to cure the unsatisfactory conditions. At the end of the period for cure, VIHA will reinspect the unit to determine whether the housekeeping violations have been corrected. Any continuing or new violations will be photographed to document the lease termination case.
5. VIHA reserves the right to document all inspections and observed deficiencies.
6. Any Tenant found to be in violation of VIHA or property management housekeeping standards will be required to complete the home maintenance/housekeeping orientation again.
7. In addition to repeating the home maintenance/housekeeping orientation, Tenants will be fined in accordance with the charge sheet for repairs and maintenance.
8. VIHA will give the Tenant forty-eight (48) hours to cure housekeeping violations. VIHA will conduct an interim inspection at the end of the forty-eight (48) hours cure period as a follow up to any

housekeeping violations found during the annual inspection and to measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved at the end of the forty-eight (48) hours or the established cure time period, VIHA may proceed with lease termination.

9. Property management may conduct additional, more frequent housekeeping inspections of Tenants with histories of poor housekeeping. Tenants will receive at least forty-eight (48) hours' notice that such inspection will take place.
10. Property management may conduct inspections of units where an extra bedroom has been granted in order to reasonably accommodate a Tenant or family member's verifiable disability. Management will inspect to see that the extra rooms are being utilized in accordance with the documented reason for the accommodation (e.g., a live-in aide, large hospital bed, breathing apparatus, mobility aides, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the Tenant may be subject to lease termination.

#### **E. Effective Date of Rent Adjustments**

1. Timely Reporting (Within Ten (10) calendar days of the occurrence):
  - a. Decreases in rent - First (1<sup>st</sup>) day of the month after the decrease in income is first reported to the property manager. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
  - b. Increases in rent not due to misrepresentation or omission – Require a Thirty (30) calendar day notice to the Tenant and become effective on the first day of the second month following the increase in income.
2. Late Reporting (After Ten (10) calendar days of the occurrence):
  - a. Decreases in rent - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the property manager. Any applicable earned income disallowance period will occur, whether the rent adjustment is reported in a timely manner or not.
  - b. Increases in rent - The household will receive a charge for the prior months that were affected by the increase. The rent increase should be manually calculated starting from the first day of the second month following the increase in income. All prior charges are posted manually on the tenant ledger.
3. A misrepresentation or omission may be grounds for lease termination and eviction.

## **F. Remaining Family Members**

1. If the head of household dies or leaves the unit without housing subsidy assistance (e.g., institutionalization and forming a new unsubsidized household) continued occupancy by remaining family members may be permitted only if:
  - a. The family reports the death or departure of the head of household within Thirty (30) calendar days of the occurrence.
  - b. The family member requesting to become the new head of household is age 18 years or older, has lived in the unit as an authorized family member on the Lease for a minimum of Twelve (12) consecutive months, has not had any unauthorized extended absences, there are no rent and/or criminal activity violations and passes applicant screening; and the new VIHA-approved head of household signs a new lease.
2. The new head of household will be held responsible for rent arrearages, unless the arrearage occurred before the new head of household turned age 18.
3. At VIHA's sole discretion, in senior designated housing only, exceptions may be made in instances where there is an elderly remaining family member who has not resided in the unit for at least Twelve (12) consecutive months.
4. Household members (live-in aides, live-in aides' family members, foster children, and foster adults) do not have rights as remaining family members to become the head of household. If no authorized remaining family members are eligible to assume the head of household role, the household members must vacate the unit within Thirty (30) calendar days. Live-in aides do not have any continued occupancy rights if the person who they cared for dies or leaves the unit, even if the live-in aide was a family member prior to becoming a live-in aide. If a Live-in aide or foster adult is allowed to bring additional household members with them to the unit (i.e., spouse, partner, children), such persons similarly do not have rights as remaining family members to become head of household or obtain any public housing program benefits.
5. Remaining family members, who are non-elderly and were residing in senior designated housing properties on the date of the designation, may continue to remain in their unit if the elderly family's head of household, co-head of household, or spouse passes away. If he/she wishes to add a non-elderly person to the household or upon request, VIHA will transfer the non-elderly remaining family member to a family property.
6. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease may be terminated. Subject to program eligibility and voucher availability, VIHA may offer either an HCV or a public housing unit to a permanent legal custodial guardian.
  - a. The permanent legal custodial guardian will be required to document that he/she has been awarded permanent legal custodianship within Ninety (90) days. An extension may be

granted upon written request prior to the expiration date on a case-by-case basis. Legal documentation must be provided for the process to begin.

- b. The permanent legal custodial guardian may be held responsible for rent arrearages incurred by the former head of household and/or co-head of household on a case-by-case determination.
7. Unauthorized occupants are not considered remaining family members and have no rights to the unit.

#### **G. Community Service and Economic Self-Sufficiency Requirement**

1. VIHA works to assist Tenants in moving toward economic self-sufficiency. In support of this goal, VIHA requires that all non-exempt Tenants and adult members of the household perform Eight (8) hours per month of community service or participate eight (8) hours a month in an economic self-sufficiency program. The requirement can also be met by a combination of eight (8) hours of community service and participation in an economic self-sufficiency program. This requirement is known as the Community Service and Economic Self-Sufficiency Requirement.
2. At least eight hours of activity must be performed each month. An individual should not skip a month and then double up the following month unless special circumstances warrant special consideration.
3. A total of Ninety-six (96) hours per year is required by each non-exempt Tenant and adult authorized member of the Tenant's household.
4. Compliance with community service activities is monitored on an annual basis. If a Tenant fails to comply with their responsibilities, the property manager will begin lease termination after the second year of non-compliance.
5. Types of Service:
  - a. Community Service includes, but is not limited to, volunteer work:
    - 1) At a local institution such as a school, community center, hospital, hospice, senior center.
    - 2) With a non-profit organization, such as the Boy Scouts, Girl Scouts, Boys or Girls Club,
    - 3) With a community arts program involving performing arts, fine arts, visual arts, etc.
    - 4) With any program funded under the Older Americans Act.
    - 5) With service programs sponsored by churches, which do not involve religious education, recruitment or the practice of religion.
    - 6) At a VIHA property to help with children or senior programs.
    - 7) Through the Local Advisory Council (LAC) to help Tenants, serving as an officer in a LAC, or serving on the Central Advisory Council (CAC) or Tenant Advisory Board; and
    - 8) Care for the children of other Tenants, so that they may fulfill their VIHA Work Requirement or Community Service Requirement.
  - b. Political activities are excluded from community service.



- c. Volunteer work activity does not involve payment to the participant and must not take the place of work performed by paid employees.
- d. Economic Self-Sufficiency activities are programs and classes that work toward economic and social independence. Such activities include, but are not limited to:
  - 1) Job readiness, job training, or skills training programs.
  - 2) Higher education (college), vocational education, or GED classes.
  - 3) Verifiable job search activities or apprenticeship programs.
  - 4) Substance abuse or mental health counseling.
  - 5) English proficiency or literacy (reading) classes.
  - 6) Parenting classes or budgeting and credit counseling; and
  - 7) Activities required by the Department of Public Assistance as part of welfare reform.
- e. The economic self-sufficiency hours will count toward the eight (8) hours per month requirement and will only count hours when a non-exempt adult is actually attending class or engaged in job training. The required hours will not include time in transit.
- f. Community service and economic self-sufficiency activities can be performed within or outside the neighborhood.
- g. An adult member of the family is exempt from the Community Service and Economic Self-Sufficiency Requirement when such member:
  - 1) Is 62 years of age or older.
  - 2) Is blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (**42 USC 416(i)(1)**) and certifies that he/she is unable to comply with the requirement.
  - 3) Is verified to be the fulltime caretaker of a disabled person as defined above when such caretaking is verified to be necessary.
  - 4) Is retired (retirement is not age-based) and receives a pension.
  - 5) Is enrolled as a full-time student at a secondary school, accredited college, university, apprenticeship program, or trade school.
  - 6) Is engaged in work activities at least 30 hours per week.
  - 7) Meets the requirements for being exempted from engaging in a work activity under the State Program funded under part A of title IV of the Social Security Act (42 USC 01 et seq.) or under any other welfare program of the Virgin Islands, including a Territory administered welfare-to work program; or
  - 8) Is a member of a family receiving assistance, benefits or services under a State or Territorial program funded under part A of title IV of the Social Security Act (42 USC 601 et seq.) or under any other welfare program of the Virgin Islands, including a Territory- administered

welfare-to-work program, and has not been found by the administering entity to be in noncompliance with such a program. 24 CFR 960.601.

- 9) Receives SNAP benefits in his/her own name and is in full compliance with the SNAP eligibility requirements.
- 10) An adult member of the family exempt from the Community Services and Economic Self-Sufficiency Requirement when such member is:
  - i. Is a member of a non-public housing over-income family.
  - ii. Is a member of a family receiving assistance benefits or services under a State program funded under Part A of Title IV of the Social Security Act ( 42 U.S.C. 601 et. seq. or under any other welfare program and has not been found by the state or other administering entity to be in noncompliance with such program.

#### 6. Family Obligations

- a. At lease execution or re-examination after the effective date of this policy, all Tenants and adult authorized members of the household, age 18 and over, must:
  - 1) Provide documentation that they are exempt from the Community Service and Economic Self-Sufficiency Requirement if they qualify for an exemption; and
  - 2) Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
- b. Non-exempt Tenants, who are exempted from paying the minimum rent, must present a completed documentation form, provided by VIHA, of activities performed over the previous Ninety (90) days to the property manager during their quarterly re-examination.
- c. At each regularly scheduled re-examination, non-exempt Tenants and adult authorized members of the household must present a completed documentation form of activities performed over the previous twelve (12) months. The forms will include places for signatures of supervisors, instructors, or counselors certifying the number of hours contributed each month.
- d. Change in exempt status:
  - 1) If, during the twelve (12) month period, a non-exempt Tenant or adult authorized member of the household becomes exempt, it is his/her responsibility to report this to the property manager and provide documentation of the qualifying exemption.
  - 2) If, during the twelve (12) month period, an exempt Tenant or adult authorized member of the household becomes non-exempt, it is his/her responsibility to report this to the property manager.

7. Non-Compliance of a Non-Exempt Family Member

- a. All non-exempt adults who are subject to the Community Service requirement get 2 years in which to make up any delinquent hours before VIHA may take lease enforcement action.
  - b. If during a re-examination, it is determined that a non-exempt adult family member has failed to either report or complete the required Community Service and Economic Self-Sufficiency hours, the property manager shall send a Notice of Lease Violation to the head of household that describes the non-compliance and states that VIHA will not renew the lease at the end of the second 12-month lease term after non-compliance, unless the head of household and the noncompliant adult enter into a written agreement (Lease Addendum Agreement) at their re-examination to cure the non-compliance issue in the coming 12 months by performing the missing hours of community service/economic self-sufficiency activity along with the 96 hours accruing in that second year<sup>21</sup>.
  - c. The non-exempt adult will be granted one (1) year to make up any lost hours while simultaneously completing his/her current requirements of ninety-six (96) hours a year.
  - d. The notice of Community Service non-compliance shall state that the Tenant may grieve the determination of non-compliance through VIHA Grievance Procedure or exercise any judicial remedy to timely address the nonrenewal of the lease.
  - e. If, at the second regularly scheduled re-examination, the Tenant has not made up the delinquent hours of community service or economic self-sufficiency activity, the family is not entitled to another chance to make up the incomplete hours:
    - a. The property manager will notify the Tenant that he/she has been deemed noncompliant due to the failure to comply with Section 24 of the Lease and that the lease will not be renewed.
    - b. At this point, the Tenant will not be allowed to sign any of the paperwork included in the lease renewal packet, and the property manager shall serve a Notice of Intent to Not Renew the Lease.
    - c. If the Tenant fails to leave the unit, the property manager will serve the head of household with a Notice to Vacate the Property within Thirty (30) days and initiate the eviction process.
8. The head of household may use VIHA **Grievance Procedure** to contest the determination whether or not to grant an exemption and/or the decision to initiate the lease termination.

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<sup>21</sup> The family may also comply with the Community Service rules if the family provides written documentation satisfactory to VIHA that the non-compliant adult is no longer residing in the unit.

## **H. Other Tenant Opportunities**

### **1. Family Self- Sufficiency Program**

Eligible families may participate in the Family Self- Sufficiency program, which enables families to increase their earned income and reduce their dependency on welfare assistance and rental subsidies. See VIHA's Family Self-Sufficiency Action Plan.

### **2. Choose to Own Homeownership Program**

Eligible families may participate in the Choose to Own homeownership program, which assists a family residing in a home purchased and owned by one or more members of the family. See section V.B.3. on voluntary transfers.

## **VII. Interim Adjustments for Rent & Family Composition**

If there are any of the changes in a family's income or household composition described herein between regularly scheduled reexaminations, an interim re-examination shall be conducted. At any time, a Tenant may request an interim reexamination:

PHAS must conduct an interim reexamination of family income when the PHA becomes aware that a family's annual adjusted income has changed by amount that the PHA estimates will result in a decrease of five (5%) or more in annual adjusted income.

If the last regular re-examination was effective more than 90 days prior to the change in family circumstances, only family information and income that has changed must be reverified. An interim re-examination does not affect the date of a Tenant's regularly scheduled reexamination.

### **A. Adjusting Rent Between Regular Re-examinations (Interim Increase / Reduction in Rent)**

#### **1. Standard for Timely Reporting of Changes**

The PHA requires the family report in writing a decrease of income to the PHA within 30 days of then the change occurs.

- If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

#### **2. Procedures When the Change is Reported in a Timely Manner**

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Decreases in the Tenant Rent are effective from the first of the month, following the month in which the PHA is provided adequate written documentation. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

#### **3. Procedures When the Change is Not Reported in a Timely Manner**

If the family does not report the change as described under Timely Reporting, or fails to provide requested verification within the given timeframe, the family will be considered to have caused a delay in the interim certification processing and the following guidelines will apply:

- Decreases in Tenant Rent will be effective on the first of the month following completion of processing by the PHA and not retroactive

4. VIHA will process interim changes in rent in accordance with the table below<sup>22</sup>:

<b><u>INCOME CHANGE</u></b>	<b><u>VIHA ACTION</u></b>
Family reports income increase or decrease to the PHA.	PHA estimates the amount of the change.
If the family's income is estimated to have decreased by more than 10% or more adjusted income due to a change in income or family composition.	VIHA will conduct a full interim reexamination.
If the family's income is estimated to have decreased by more than 5% in annual adjusted income due to a change in income or family composition.	VIHA must conduct an interim reexamination of family income.
If the family's adjusted income is estimated to have increased by 10% or more.	VIHA must conduct a full interim reexamination of family income. VIHA may not consider earned income in estimating whether the adjusted income has increased. Unless, based on the PHA's written policy, the family received an interim reduction certification period. The PHA may choose not to conduct an interim reexamination for an increase in the last three months of a certification period.
PHA becomes aware of an error in income or rent calculation.	On becoming aware of an error(s), the PHA must correct retroactive to the effective date of the action the error was made regardless of the dollar amount. PHA must repay or credit the family for overcharged rent, but it's not required to change back rent

<sup>22</sup> This chart may not show all interim changes. VIHA reserves the right to process interim changes as needed.

(Tenant misrepresented or failed to report facts upon which rent is based; therefore, Tenant is paying less rent than they should have been paying.	VIHA will apply increases in rent retroactive to the first day of the month after the month when the misrepresentation or omission occurred. Misrepresentations or omissions are also grounds for lease termination.
Families who have elected to pay Flat Rent experience a qualifying hardship.	VIHA will process an interim rent reduction and adjust the family's rent to income-based rent.
(Families paying Minimum Rent experience a qualifying hardship	VIHA will reduce rent to the greater of 10% of monthly income or 30% of monthly adjusted income unless the hardship is verified to last less than 90 days, in which case minimum rent is reinstated.
(Increase in monetary or non-monetary income after Tenant claimed zero income.	VIHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance, grant the disallowance. <b>24 CFR § 960.255.</b>

Effective Date of Increase or Decrease		
Rent Increase or Decrease?	Did family report change timely per PHA policy?	Effective Date of New Rent
Decrease	Yes	The first day of the month after the date of reported change.
Decrease	No	The first day of the month following the PHA's completion of the Interim reexamination.
Increase	Yes	The first day of the month after the end of the 30-day advance notice period.
Increase	No	Retroactive to the first of the month following the date of the change.

5. VIHA must document and verify the circumstances applicable to rent adjustments. **24 CFR § 960.259(c).**

## **B. Effective Date of Rent Adjustments**

Tenants will be notified in writing of any rent adjustment, including the effective date of the adjustment, in accordance with Section VI.E.

## **C. Earned Income Disallowances 24 CFR § 960.255.**

1. An adult Tenant qualifies for an Earned Income Disallowance (EID) when the Tenant has an increase in earned income and:
  - a. Obtains employment after having been unemployed for at least Twelve (12) months or goes to work after having earned less than the equivalent of 10 hours of work per week for a 50-week year at minimum wage.
  - b. Receives new or increased earnings during participation in any job training or other economic self-sufficiency program; or
  - c. Receives new or increased earned income while receiving or within six months of having received assistance, benefits, or services funded through the program of Temporary Assistance to Needy Families (TANF) or Welfare to Work Program. Provided that the total value is at least \$500 over a six-month period, TANF benefits that qualify a family for an EID include:
    - 1) Cash benefits.
    - 2) Non-cash benefits, services, or assistance; or
    - 3) Benefits such as wage subsidies, transportation assistance, childcare subsidies, and one-time payments are provided.
2. During the first Twelve (12) months (initial period) after the date when the Tenant qualified for the EID, the Tenant's rent will not increase because of the new earned income. Rent during this period will be based on the Tenant's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second Twelve (12) months (phase-in period) after the date the Tenant qualified for the EID, the Tenant's rent will increase by an amount equal to 50% of what the increase would be if not for the EID.
4. The disallowance periods described in numbers C.2. and C.3. above only occur while the Tenant is employed. If the Tenant stops working for any reason the disallowance period will continue to run for a straight 24-month period.
5. Even if the full Twenty-four (24) months of disallowance ((12) months of 100% disallowance plus Twelve (12) months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the Tenant first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number C.1. above.

7. Only one EID may be granted to a Tenant in a lifetime.
8. Tenants may qualify for a retroactive EID if all of the following are true:
  - a. The Tenant had new or increased earned income and qualified for an EID after 10/1/99.
  - b. The Tenant reported the increased income.
  - c. VIHA increased the Tenant's rent based on increased income; and
  - d. The Tenant paid the increased rent.
9. If a Tenant qualifies for a retroactive EID as described in number C.8. above, he/she shall be entitled to a rent credit. Before the amount potentially owed to a Tenant for a retroactive rent credit is determined, any amounts owed to VIHA by the Tenant shall be deducted.

**D. Elimination of the Earned Income Disregard (EID)**

1. The Earned Income Disregard (EID) will not apply to any family who is not eligible for and, already participating in the disallowance as of December 31, 2023.
2. Although HOTMA eliminates the EID from HUD regulations, families who were receiving the EID benefit as of December 31, 2023, may continue to receive the full benefit until the remaining timeframe for an individual family's EID expires. Because the EID lasts up to 24 consecutive months, no family will still be receiving the EID benefit after December 31, 2025.
3. Although HOTMA eliminates the EID from HUD regulations, families who were receiving the EID benefit as of December 31, 2023, may continue to receive the full benefit until the remaining timeframe for an individual family's EID expires. Because the EID lasts up to 24 consecutive months, no family will still be receiving the EID benefit after December 31, 2025.

The EID policies described above are distinct from similar policies in the Jobs Plus program. Families eligible to receive the Jobs Plus program rent incentive (Jobs Plus Earned Income Disregard (JPEID)) pursuant to the FY2023 Notice of Funding Opportunity (NOFO) or earlier appropriation distributed through prior Jobs Plus NOFOs may continue to receive JPEID under the terms of the NOFO. The JPEID was established by HUD as an alternative requirement to EID for Jobs Plus grantees by waiving section 3(d) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(d)) and § 960.255(b) and (d).

**E. Interim Changes in Household Composition**

1. All changes in family composition must be reported within Ten (10) calendar days of the occurrence. These changes would include:
  - a. A family or household member included on the lease leaves the unit; or
  - b. Natural birth, adoption, or court-awarded custody of a child (excluding foster care arrangements) to a current family member.



2. Heads of households who do not notify VIHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
3. The addition of a live-in aide, foster child, foster adult, or kinship care child between reexaminations must be requested in writing and requires authorization from VIHA and the property manager before the individual may move into the unit.
4. Additional income that the live-in aide, foster child, foster adult, or kinship care child may contribute to the household will not be included indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
5. Interim changes in household composition must be made pursuant to Section IV.C.

## **VIII. Utilities**

All VIHA public housing units have utility connections for water and electricity. VIHA pays for water and wastewater services. Tenants pay for electricity and receive utility allowances.

### **A. Tenant-Paid Utilities 24 CFR § 965 & 966.4(b)(2).**

The following requirements apply to tenants living in developments with tenant-paid utilities:

1. Tenants must obtain and maintain utility connections throughout tenancy. Tenants must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of the head of household or co-head of household. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.
2. If a Tenant or applicant is unable to get utilities connected, the Tenant or applicant will not be permitted to move into a unit with Tenant-paid utilities. **24 CFR § 960.203.**
3. When a Tenant or applicant applies for utility service, the Tenant must sign a third-party notification agreement so that VIHA is notified if the Tenant fails to pay the utility bill or if utility service will be disconnected.
4. Tenants must bring in utility account information to the Property Manager when there is a change in their utility account numbers or other billing information.
5. Units where Tenants pay some or all utilities directly to the utility provider receive a monthly utility allowance, as a rent credit toward the monthly rent amount, that reflects a reasonable amount of utilities for the specific size and type of unit occupied. A reimbursement of a portion of the utility allowance will be paid by VIHA directly to the utility provider if the Total Tenant Payment is lower than the utility allowance. VIHA shall provide the Tenant with a letter indicating the amount of the reimbursement provided to the utility provider on their behalf. **24 CFR § 965.502(a).**

6. The monthly utility allowance is deducted from the Tenant's Total Tenant Payment to compute the Tenant Rent the Tenant pays VIHA. **24 CFR § 960.253(c)(3) and 966.4(b)**.
  - a. If the Tenant's Total Tenant Payment is higher than the unit's designated utility allowance, then the Tenant's rent amount will be the difference remaining after the utility allowance is subtracted.
  - b. If the Tenant's Total Tenant Payment is lower than the unit's designated utility allowance, then the Tenant will receive a utility reimbursement equal to the utility allowance less the Total Tenant Payment.
  - c. If the Tenant's actual utility bill is less than the utility reimbursement, the Tenant will receive the savings in the form of a credit on the utility provider's billing statement.
  - d. If the Tenant's bill is greater than the utility reimbursement, the Tenant must pay the excess amount directly to the utility provider.
7. VIHA **Lease Agreement** will state the utility allowance amount for the unit and the utility reimbursement to be received by the Tenant, if applicable.

## **IX. Flat Rents and Ceiling Rents**

VIHA has established a flat rent based on the market rent charged for comparable units in the private unassisted rental market for every public housing unit. At admission and each annual recertification, the Tenant has the choice of paying either their income-based rent or flat rent.

### **A. Flat Rents**

1. Flat rents are market-based rents and vary by unit size, unit type, as well as by unit location.
2. The Utility Allowance is incorporated into the Flat Rent amount.
3. VIHA flat rent is based on a market study, pursuant to **24 CFR § 960.253(b)**.

### **B. Periodic Update of Flat Rents**

1. VIHA periodically reviews the flat rent schedule and adjusts the rents as needed.
2. Flat rents may either be increased or decreased based on the most recent market study.
3. When VIHA updates its flat rent schedule, a Tenant's flat rent shall be adjusted at the next regularly scheduled re-examination.
4. Occasionally, HUD may require VIHA to update flat rent schedules in accordance with new guidance. This may require VIHA to increase flat rent amounts to meet new standards. All Tenants will be notified in advance of any changes to the flat rent schedules.

### **C. Choice of Rent**

Beginning at admission, VIHA will offer each Tenant the choice between paying the income-based rent or the flat rent applicable to the unit the Tenant will occupy. The choice of flat rent may only be offered at admission and regularly scheduled re-examination. **24 CFR § 960.253(a)(1).**

### **D. Re-examination of Families on Flat Rents**

1. Families paying flat rents are required to recertify family composition annually and income every three years.
2. Families are required to participate in an annual re-examination to ensure that unit size is still appropriate and VIHA Community Service Requirements/Economic Self Sufficiency Programs (if applicable) are met.
3. If a family is currently paying flat rent, VIHA will annually inquire whether the Tenant wants to continue to pay flat rent. **24 CFR § 960.257(a)(2).**

### **E. Hardship Reduction in Flat Rents**

1. A Tenant who opted for flat rent may at any time request a switch to payment of income-based rent if they experience a decrease in income or increase in expenses. **24 CFR § 960.253(f).**
2. If the reduction in income lasts more than 30 calendar days, the property manager will perform an interim re-examination of income and must reduce rent to the income-based rent, based on verified income information.
3. If a switch from Flat Rent to Income-based Rent is granted, and the tenant's income increases the tenant cannot be placed back on Flat Rent until the next annual recertification.

### **F. Ceiling Rents**

1. Ceiling Rents are equal to Flat Rents, but Ceiling Rents have utility allowances and Flat Rents do not have utility allowances<sup>23</sup>. So, for any given unit the Ceiling Rent would equal the Flat Rent plus the appropriate utility allowance.
2. If a tenant who was paying a Flat Rent experiences a loss of income and qualifies to have rent reduced to the appropriate income-based rent, and then regains income, the tenant cannot be placed back on Flat Rent until his/her next annual recertification. However, the tenant can be placed on a Ceiling Rent at an Interim adjustment.
3. This is the only situation in which Ceiling Rent would be used.

## **X. Determining Income and Rent**

Income verification is conducted by VIHA during admissions, interim re-examination, and regularly scheduled reexaminations. VIHA uses all available resources to obtain accurate data about a Tenant's

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<sup>23</sup> Whether or not a tenant pays directly for utilities is factored into the Flat Rent Amount.

annual income. Tenants are required to provide the most up-to-date and accurate income information. This information will allow VIHA to present the most accurate rent information.

**A. Annual Income 24 CFR § 5.609.**

Annual income includes:

- All amounts not specifically excluded (as listed in Annual Exclusions and 24 CFR 5.609(b)).
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household.
- Unearned income by or on behalf of each member of the family who is under 18 years of age. Imputed returns on assets based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually) and the actual returns from a given asset cannot be calculated.

**B. Household Composition and Income**

*Overview*

In addition to this general definition, the regulations at 24CFR 5.609 (b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous versions of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally all income is included unless it is specifically excluded by regulation.

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of the household to report changes in family composition in accordance with HUD regulations and VIHA policies. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in-aides	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Foster child or foster adult	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Employment Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3)].

	All other sources of unearned income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Employment Earned income above \$480/year in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14)].  All other sources of unearned income, except those specifically excluded by the regulations, are included.

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

#### ***Temporary Absent Family Members***

The current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence. Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less will be considered temporarily absent and continue to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days will be considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

#### ***Absent Students***

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

#### ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care (as confirmed by the state child welfare agency) are considered members of the family [24 CFR 5.403].

If a child has been placed in foster care, VIHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will continue to be counted as a family member.

#### ***Absent Head, Spouse, or Cohead***

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

#### ***Family Members Confined for Medical Reasons***

If a family member is confined to a nursing home or hospital on a permanent basis, VIHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

### **C. Calculating Annual Income**

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

#### ***Anticipating Annual Income***

VIHA will calculate annual income at admission or during interim reexamination by using anticipated income (current income) (i.e., the families estimated income for the upcoming 12-month period).

#### ***Calculating Annual Income at Annual Reexamination [24 CFR 609(c)(2)]***

During annual reexaminations, except where VIHA uses a streamlined income determination under 24 CFR 5.657(d), 960.257 (c), or 982.516(b). VIHA must first determine the family's income for the previous 12-month period and use this amount as the family's income for annual reexaminations: however, adjustments to reflect current income must be made. Any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with VIHA's policies, must be considered. Income from assets is always anticipated, irrespective of the income examination.

VIHA will review the following information to determine prior-year income:

- The EIV income report (must be pulled within 120 days of the affected date of the annual reexamination to be considered current).
- The income reported on the most recent reexamination HUD- 50058; and
- What the family certified to VIHA on VIHA's annual reexamination paperwork for prior-year income.

This method of income calculation will be used for new admissions, regular, and interim recommendations. Exceptions to this policy include but are not limited to families with seasonal income. For these family's retrospective income will be used.

If the family has net family assets in excess of \$50,000, annual income, imputed income must be calculated on specific assets when three conditions are met:

- The value of family assets exceeds \$50,000 (as adjusted for inflation);
- The specific asset is included in net family asset; and
- Actual asset income cannot be calculated for the specific asset.

If the actual income from assets can be computed for some assets but not all assets, then the PHA must add up the actual income from the asset, then calculate the imputed income for the asset where actual income could not be calculated. After the PHA has calculated both the actual income and imputed income, the PHA must combine both amounts to account for income on the net family assets what they combined value of over \$50,000.

VIHA will accept a family's certification of the amount of assets of less than \$50,000, and the amount of income expected to be received from those assets. VIHA's application and reexamination documentation, which shows the family's rent calculation.

### ***Earned Income***

The earned income of each member of the family who is 18 years of age or older, who is the head of household or spouse/cohead regardless of age, is included in the annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source date or amount of income varies [24 CFR 5.609(b)(24)].

### ***Military Pay***

Our regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire. [24 CFR 5.609(b)(11)].

### ***Earning of a Minor [24CFR 5.609(b)93]***

Employment income earned by minors is not included in annual income. All other sources are under income, except those specifically excluded by the regulations, are included.

### ***Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]***

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by regulations, are included.

Full-time status is defined by the educational or vocational institution the student is attending.

### ***Business and Self-Employment Income***

Annual income includes net income from the operation of a business or profession. Net income is gross income minus business expenses that allows the business to operate. Gross income is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. And allows for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

To determine business expenses that may be deducted from gross income, VIHA will use current applicable Internal Revenue Service rules for determining allowable business expenses, unless a topic is addressed by HUD regulations or guidance as described herein.

**D. Excluded Income 24 CFR § 5.609.**

Annual income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD
2. The following types of trust distributions:
  - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
    - 1) Distributions of the principal or corpus of the trust; and
    - 2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
  - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned Income of children (including foster children) under the age of 18.
4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively, provided the person meets the definition of a live-in aide (See Section XV of this policy).
9. Any assistance that section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income, and



- a. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit, and expressly for a student who is not the head of household or spouse.
  - 1) Student financial assistance, for the purposes of this paragraph 9(a) of this paragraph, means a grant or scholarship received from –
    - i. The federal government.
    - ii. A State, Tribe, or local government
    - iii. A private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3);
    - iv. A business entity; or
    - v. An institution of higher education.
  - 2) Student financial assistance does not include:
    - i. Any assistance that Section 479B of the Higher Education Act of 1965, as amended, requires to be excluded from a family's income (as noted above);
    - ii. Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded);
    - iii. Gifts, including gifts from family or friends; or
    - iv. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded, exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
  - 3) Student financial assistance must be:
    - i. charged to a student Expressly for tuition, books, room and board, or other fees required and by the education institution.
    - ii. Expressly to assist a student with the costs of higher education; or
    - iii. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
  - 4) Student financial assistance may be paid directly to the student or to the educational institution on the student's behalf.
  - 5) The student financial assistance exclusion applies to both part-time and full-time students.
- 10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code;

and income earned by government contributions to, and distributions from, baby bond accounts created, authorized, or funded by Federal, State, or local government.

11. The special pay to a family member serving in the armed forces who was exposed to hostile fire.
12. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
13. Amounts received by a participant in other publicly assisted programs which are specifically for reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program.
14. Resident stipend, which may not exceed \$200 a month, received by a public housing resident for performing a service for VIHA, on a part-time basis, that enhances the quality of life in public housing.
15. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with their local government) and training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those programs are excluded under paragraph 9(a)(2) above.
16. Reparation payments paid by foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
17. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in 24 CFR 5.611.
18. Adoption assistance payment for a child in excess of the amount of the deduction for a dependent in 24 CFR 5.611.
19. deferred periodic payments from Supplemental Security Income and Social Security benefits that are received any lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans affairs disability benefits that are received in a sum amount or in prospective monthly amounts.
20. Payments related to aid and attendance under 38 U. S. C. 1521 to veterans in need of regular aid and attendance.
21. Amounts received by the family in the form of refunds or rebates under State or local laws or property taxes paid on the dwelling unit.
22. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

23. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
24. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
25. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the **Federal Register** to identify the benefits that qualify for this exclusion. Updates will be published when necessary.
26. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
27. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
  - a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
  - b. Direct Federal or State payments intended for economic stimulus or recovery.
  - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
  - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
  - e. Gifts for holidays, birthdays, or other significant life events or milestones ( e.g., wedding gifts, baby showers, anniversaries).
  - f. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
  - g. (Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
28. Civil rights settlements or judgments, including settlements or judgments for back pay.
29. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

30. Income earned on amounts placed in a family's Family Self Sufficiency Account.
31. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
  - a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and
  - b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

**E. Adjusted Income 24 CFR § 5.611.**

Income-based rent is calculated using adjusted income. Adjusted income is annual income minus the following deductions and exemptions:

*For All Families*

1. **Childcare Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:
  - a. The amount of income earned by all adult family members released to work; or
  - b. An amount determined to be reasonable<sup>24</sup> by VIHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction:** A deduction is taken for each qualifying dependent. The amount of this deduction is currently \$480. Upon implementation of HOTMA it's subject to applicable HUD guidance, this amount will be adjusted annually by HUD in accord with the Consumer Price index (CPI ) for Urban Wage Earners and Clerical Worker , rounded to the next lowest multiple of \$25.

A Dependent deduction is defined as any family member other than the head, spouse, co-head who is:

  - Under the age of 18,
  - 18 or older and is a person with disabilities, or
  - A fulltime student.

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<sup>24</sup> Based upon actual costs for comparable childcare in the US Virgin Islands

Families who are already receiving a deduction for expenses that exceed 3% of gross annual income will now receive a deduction for expenses over 5% gross annual income. The percentage will increase by 2.5% annually until reaching the 10% threshold.

Resident:	2024 Recertification	2025 Recertification	2026 Recertification
Already receiving a deduction of 3% of Annual Income	5% of Annual Income	7.5% Percent of Annual Income	10% of Annual Income
Claiming a deduction at 2024 recertification	10% of Annual Income	10% of Annual Income	10% of Annual Income

*For Elderly and Disabled Families Only:* These deductions will only apply when the elderly or disabled individual is the head of household, co-head or spouse.

3. **Health and Medical Care Expenses:** These expenses are defined in 24 CFR 5.603, include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid anticipated during the period for which annual income is computed. Medical income premiums continue to be eligible for health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they're eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families.
4. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household. See Section XV for definitions of elderly and disabled family. Upon implementation of HOTMA and subject to HUD guidance, this amount will be increased to \$525 and will be increased annually by HUD in accordance with the CPI for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25.
5. **Permissive Deduction:** Per 24 CFR 5.611(b), a PHA may adopt, through written policies, additional deductions from annual income. PHAs will not be eligible for additional HUD funding based on application of these deductions. VIHA will provide a permissive deduction for tenants of Williams Delight Villa who have executed an escrow agreement with VIHA and deposited funds into an escrow account to facilitate the purchase of their unit under the Section 5(h) Homeownership Plan. The permissive deduction is equal to amount of monthly rent owed by the resident on the date of the deposit of the escrow funds into the escrow account. If the escrow funds are deposited into the escrow account on a date other than the first day of the month, the deduction shall be prorated starting on the date of the month the funds were escrowed.

**F. Computing Income-based Rent and Choice of Rent 24 CFR § 5.628.**

1. Total Tenant Payment: The first step in computing income-based rent is to determine each family's Total Tenant Payment (TTP). TTP is the higher of 30% of adjusted monthly income **or** 10% of gross monthly income, but never less than the Minimum Rent of \$50.
2. Minimum Rent: The Minimum Rent shall be \$50 per month. Whenever both 30% of adjusted monthly income and 10% of gross monthly income are less than \$50, the Minimum Rent of \$50 will be the Total Tenant Payment.
3. If the family is occupying a unit that has tenant-paid utilities, a utility allowance is subtracted from the Total Tenant Payment to compute Tenant Rent.
4. If the result of this computation is a positive number, then the amount is Tenant Rent.
5. If the TTP less the utility allowance is a negative number, the result is a utility reimbursement, which may be paid directly to the utility provider by VIHA pursuant to Section VIII.
6. In developments with project-paid utilities, Tenant Rent equals TTP. **24 CFR § 5.634.**
7. Choice of Rent

At admission and at each subsequent annual re-examination VIHA shall offer the Tenant a choice of paying either the income-based rent, ~~or~~ the flat rent applicable to the unit they will occupy, or the alternative non-public housing rent, as determined in accordance with 24 CFR 96.102. Those opting to pay flat rent will be required to recertify their family composition every year to ensure that the unit size is still appropriate and VIHA Work Requirement or the Community Service Requirements/Economic Self-Sufficiency Programs (if applicable) are met. Flat rent payers are not required to recertify their incomes annually, but rather every three years.

**G. Determination of Income Using Other Means Tested Public Assistance (i.e., "Safe Harbor") (24 CFR 5.609(c) (3) and 891.105; 891.410(b)(c) and g; 891.610(b)-(c) and g**

1. VIHA shall determine a family's annual income, including income from assets, prior to the application of any deductions based on income determinations made within the previous 12-month period, using income determinations from the following types of means tested federal public assistance program:
  - a. The Temporary Assistance for Needy Families block grant (42 U. S C. 601, et seq.).
  - b. Medicaid (42 U.S.C. 1396 et seq.)
  - c. The Supplemental Nutrition Assistance (42 U.S.C. 2011 et seq.).
  - d. The Earned Income Tax Credit (26 U. S. C. 32).
  - e. The Low-Income Housing Tax Credit (26 U.S.C. 42).
  - f. The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).

- g. Supplemental Security Income (42 U.S.C. 1381 et seq.).
  - h. Other programs administered by the Secretary.
  - i. Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding.
  - j. Other federal benefit determinations made by other means-tested federal programs that the Secretary determines to have comparable reliability and announces through a Federal Register notice.
2. If a PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members), and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR § 5.618.
  3. The Safe Harbor verification may be in the form of an award letter from the relevant federal program and must show that the family's income determination was made in the previous 12 months. The verification will be considered acceptable if the documentation meets the criteria that the income determination was made within the 12 months prior to the receipt of the verification by the PHA. This satisfies all verification date requirements for Safe Harbor income determinations.
  4. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA/MFH Owner:
    - a. Income determination effective date.
    - b. Program administrator's signature date.
    - c. Family's signature date.
    - d. Report effective date; or
    - e. Other report-specific dates that verify the income determination date.
  5. The only information that PHA are permitted to use to determine income under this Safe Harbor is the total income determination made by the federal means-test program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA for purposes of the HOTMA Safe Harbor provision. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

6. The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs/MFH Owners are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.
7. It is anticipated that in many cases tenants will provide the PHA with the Safe Harbor third-party verification for the purpose of reexamination, rather than the PHA mailing a verification form to the third party to complete. If the PHA does not accept Safe Harbor documentation, is unable to obtain Safe Harbor documentation, or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using the methods established in § 5.609(c)(1) and (2).
8. If the PHA uses a Safe Harbor determination to determine the family's income for an income examination (New Admission/Move Ins, Interim Reexamination, or Annual Reexamination), then the family is obligated to report changes in income that meet the reporting requirement and occur after the effective date of the PHA's transaction. This might mean that a certain source of income was not considered in the family's income, because the other program does not consider the source to be income.

## **XI. Parking Policy**

### **A. Policy Statement**

1. The purpose of VIHA's Parking Policy is to ensure a safe and orderly flow of vehicles parked in the designated spaces in VIHA's communities.
2. This policy is also designed to ensure the orderly registration of vehicles for tenants of VIHA and applies to all VIHA communities located in the both the St. Thomas-St. John and St. Croix districts.
3. The areas covered in this policy include all designated parking spaces which are within VIHA's communities and does not apply to roadways and streets.

### **B. Parking and Driving Restrictions**

1. All tenants, visitors and others driving within VIHA's communities are required to follow the rules set out in this policy.
2. Safety. Vehicles must be driven at a rate of speed while in VIHA's communities not to exceed Ten (10) miles per hour. Vehicles driving in an unsafe manner within the communities may have their parking privileges revoked.



3. Fire Lanes. No vehicles are to park or stop in the marked fire lanes for any period of time. Vehicles parked in the fire lanes will be towed at owner's expense regardless of the presence of a tenant parking sticker.
4. Dumpsters. No vehicles are to park or stop in any way that blocks dumpster pickups. Vehicles blocking dumpster pick-ups will be towed at owner's expense regardless of tenant parking sticker.
5. Disabled Parking. No vehicles without valid Handicap Parking plates or placard are allowed to park or stop in spaces designated for disabled parking. Unauthorized vehicles parked in disabled spaces will be towed at the vehicle owner's expense regardless of tenant parking sticker.
6. Fire Hydrant. No vehicle may park within Fifteen (15) feet of a fire hydrant. Vehicles parked within Fifteen (15) feet of a fire hydrant will be towed at the vehicle owner's expense regardless of tenant parking sticker.
7. Disabled Ramp Access. No vehicles are allowed to park in any area where that vehicle blocks a handicap access ramp. Vehicles parked in a way that blocks disabled access ramps will be towed at the vehicle owner's expense regardless of tenant parking sticker.
8. Registered, Insured and Operable Vehicles. All vehicles parked within designated areas of VIHA's communities must remain registered, insured and operable at all times. This means the vehicle must have four tires and not be on a jack. The current license plate must be attached to the front and back of the car.
9. Storage of Vehicles. Inoperable or unused vehicles are not to be abandoned within the designated parking lots of VIHA's communities or any other areas of the communities. All vehicles with tenant parking stickers must be moved at least every 48 hours. If for some reason a vehicle will not be moved for 48 hours (e.g., illness, off-island), please notify your management office. Vehicles that appear inoperable or unused will be towed at vehicle owner's expense.
10. Working on Vehicles. No vehicle maintenance is allowed in the designated parking areas of VIHA's communities, other than emergency tire or battery changes. It is prohibited to place vehicles on jacks, change oil, etc. Violations of this provision may lead to revocation of parking privileges.
11. Car Alarms. Vehicle owners are required to keep car alarms in good working order, prevent false alarms and respond immediately to car alarms when they do occur. Vehicle operators violating this provision of the policy is subject to towing at the vehicle owner's expense and revocation of parking privileges after a warning.
12. Washing Cars: Cars can be washed at VIHA with consideration of the amount of water being used. No hoses may be used for washing cars. Tenants must use a bucket.
13. Parking and Driving Courtesy. Vehicle owners are required to exhibit common courtesy while operating or parking vehicles at VIHA's communities. This includes ensuring that

parked or stopped vehicles are not blocking other vehicles, are not loudly running engines, are not parked on the sidewalks and that radios and other sound equipment is not played at a level which other tenants find disturbing. Vehicle operators violating this provision of the policy are subject to towing at the vehicle owner's expense and revoking parking privileges after a warning.

**C. Tenant Parking Stickers**

1. Vehicles with Tenant Parking Stickers. Vehicles with valid Tenant Parking Stickers may park in any legal space within the designated parking areas for the community, provided this parking does not violate any of the parking and driving restrictions listed above. Tenant Parking Stickers are to be permanently affixed to the front windshield and not blocked from view by items in the vehicle.
2. Reserved Parking. This Policy contains no provisions for reserved parking. All parking under this plan is "first-come, first-served", with valid tenant parking sticker.

**D. Eligibility for Tenant Parking Stickers**

1. If sufficient parking is available, each VIHA family will receive a parking sticker which must be permanently affixed to the vehicles. If additional spaces are available a family may receive up to two (2) parking stickers.
2. To be eligible for a sticker, the family must have all of the following:
  - a. A vehicle in operable condition.
  - b. A valid V.I. registration to a person who is a member of the household leased at the property.
  - c. Valid V.I. auto insurance for the vehicle at the Virgin Islands Housing Authority's address; and
  - d. A valid V. I. Drivers' License.

**E. What to do with the Sticker**

1. Place the tenant parking sticker on your car. The Tenant parking sticker must be placed on the Front\lower left corner of the windshield for which the sticker was issued.
2. The sticker must be permanently affixed to the vehicle and not blocked by anything in the vehicle.
3. If the Tenant Parking Sticker is not permanently affixed to the correct vehicle, the sticker is invalid, and the vehicle will be towed at the owner's expense. If the Tenant Parking Sticker is incorrectly affixed to the vehicle, the vehicle will be towed at the owner's expense.

**F. New Cars/Changing Cars**

1. Tenants changing cars will be issued a new sticker upon the showing of the proper registration and proof of insurance.

2. If the vehicle has been stolen or sold and the Tenant purchased a new vehicle, the Tenant will need to provide proof that they no longer have their old vehicle and have purchased a new car. However, if the vehicles front left window has been replaced, Tenants must provide proof thereof in order to receive another parking sticker.

#### **G. Enforcement**

1. Towing: Towing will be carried out under contract by a towing company.
2. Towing Cost: The towing company will charge the community rate for the first offense and second offense. Payments are the responsibility of the registered owner of the vehicle. If your vehicle has been towed more than three (3) times in a year, your parking sticker will be revoked.
3. Revocation of Parking Privileges: The Property Manager may revoke parking privileges for violations of this policy after a warning. Tenants will be notified in writing of any revocation of parking privileges and may appeal this revocation through the Grievance Procedures.

### **XII. Lease Termination**

VIHA requires that all Tenant households abide by their Tenant obligations and lease agreement in order to remain in good standing for public housing.

#### **A. Lease Termination Policy**

1. VIHA or the head of household may terminate tenancy at any time in accordance with all applicable federal, state and local laws, and the terms of **VIHA Lease Agreement. 24 CFR § 966.4(l)**.
2. A qualified Tenant with a disability may request a reasonable accommodation up until the time that he/she voluntarily vacates or is forcibly evicted from the dwelling unit.

#### **B. Tenant-initiated Lease Termination**

1. The head of household may terminate his/her lease by providing 30 calendar days written notice, or by an appropriate alternative format in the case of a person with a disability, to VIHA or the property manager. If there is a spouse or co-head of household, they must also sign the written notice in order to terminate the lease. If the head of household is a qualified person with a disability, he/she may terminate the lease by an alternate form of communication.
2. There is an exemption to providing written notice when the head of household is a victim of domestic violence, sexual violence, dating violence, or stalking. When the head of household, and/or their household members are such victims and must leave the unit for this reason, the victim or another household member shall inform property management within 72 hours from the date of departure, with appropriate documentation after alternative housing or shelter is found.

### C. VIHA-initiated Lease Termination

1. VIHA or the property manager will terminate a public housing lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(l).**
2. Criminal activity directly relating to domestic violence, sexual violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the control, shall not be cause for termination of assistance or tenancy, or occupancy rights if the leaseholder or other of the leaseholder's household is the victim or threatened victim of that domestic violence, sexual violence, dating violence, sexual assault or stalking and, as a result, could not control or prevent the criminal activity.
3. The property manager shall give written notice of proposed lease termination as required by the Lease and applicable regulations. The Notice of Lease Termination will be provided in English, Spanish, or other language as needed<sup>25</sup>, or in the alternative format requested by a qualified Tenant with a disability. **24 CFR § 966.4(l)(2)(i).**
4. In the Notice of Lease Termination, VIHA must inform a Tenant of the reason for the lease termination and of his/her right to grieve the lease termination as provided in VIHA **Grievance Procedure**.
  - a. The Grievance Procedure shall not be available to any Tenant whose tenancy is being terminated because of:
    - 1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Tenants, employees of VIHA, property management firms, or agents of VIHA, or persons residing in the immediate vicinity.
    - 2) Any violent or drug-related criminal activity, including the distribution, possession, sale or use of medical marijuana on or off such premises; or
    - 3) Any activity resulting in a felony conviction.
5. Upon the head of household's request, the Tenant shall have the opportunity prior to a formal grievance hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
  - a. Requests for copies of documents, records, and regulations shall be submitted in writing by the Tenant or by the Tenant's representative to the property manager and VIHA.
  - b. The property manager and VIHA are required to provide the documents to the Tenant within five calendar days of the date of the request.

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<sup>25</sup> Where a significant number or proportion of the population eligible to be served or likely to be directly affected by a Federally assisted program (e.g. public housing) requires service or information in a language other than English in order to be effectively informed of or to participate in the program, VIHA shall take reasonable steps, considering the scope of the program and the size and concentration of such population, to provide information in appropriate languages to such persons.

- c. If the Tenant or the Tenant's representative requests copies within five calendar days of the hearing, copies of documents shall be made available no later than one hour before the formal hearing is scheduled to begin.
- d. The Tenant or the Tenant's representative shall be responsible for payment at the time the Tenant receives the copies from the property manager or VIHA. Costs for copies shall not exceed 50 cents per page.
- e. Any document requested by the Tenant or his/her representative, within the appropriate timeframe, that is in the possession of VIHA or the property manager and that is not made available after the Tenant's request, may not be presented by VIHA or property manager at a grievance hearing.
- f. VIHA, its representatives, and/or Property Management shall have the opportunity before the formal hearing to request copies of all documents, records, and regulations relevant to the grievance that are in the possession of the Tenant. The head of household, upon request, shall allow VIHA and/or Property Management to make copies of all documents the head of household plans to present at the formal hearing.
- g. Any document requested by VIHA, its representatives, and/or Property Management, within the appropriate timeframe, that is in the possession of the Tenant and that is not made available after VIHA, its representatives, and/or Property Management's request, may not be presented by the Tenant at a grievance hearing.

#### **D. Eviction Actions**

- 1. VIHA may only evict a Tenant from the unit by bringing a court action.
- 2. Only the V. I. Marshal's Office or another legally authorized department are authorized to execute an eviction.
- 3. If the Tenant does not prevail in an eviction action, the Tenant will be liable for all court costs, including attorney fees. If the Tenant prevails in an eviction action, he/she is not liable for court costs or attorney fees.
- 4. VIHA is not required to prove that the Tenant knew or should have known that a family member, household member, guest, or other person under the Tenant's control was engaged in the action that violated the lease.
- 5. When deciding whether or not to evict for criminal activity, VIHA may consider all the circumstances of the case, including the seriousness of the offense, the impact of the offense on other Tenants and the surrounding community, the extent of participation by family and household members, and the effects that the eviction would have on family and household members not involved in the proscribed activity.
- 6. In appropriate cases, VIHA may permit continued occupancy by Remaining Family Members (defined in Section XV) and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit again.

7. VIHA may require a Tenant who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to visit and/or reside in the dwelling unit.
8. VIHA may place the Remaining Family Members on probation for an appropriate period of twelve (12) months.

#### **E. Record Keeping Requirements**

1. VIHA shall maintain a written or electronic record of every lease termination and/or eviction. Copies of all issued termination notices shall become a permanent part of the Tenant's file.

### **XIII. Over-Income Families**

An over-income family is defined as a family with an annual income which exceeds the over-income limit. The over-income limit is calculated by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4. The over-income rule applies to all public housing program families, including families in the FSS program and families receiving the Earned Income Disallowance.

If the family's income has exceeded the over-income limit for 24 consecutive months VIHA will not terminate the family's tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the applicable continued occupancy policies in this ACOP.

If an over-income family experiences a decrease in income during the 24-month grace period, the family may request an interim redetermination of rent in accordance with policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. In such instances, will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family will be entitled to a new 24-month grace period (or upon HUD approval, a new 36-month grace period).

#### **A. Notification Requirements**

##### **First Notice**

At a regular or interim reexamination, if a family's annual income exceeds the applicable over-income limit, VIHA will document the family file and begin tracking the family's over-income status. At this time, VIHA will notify the family in writing that:

- They have been determined to be over-income.
- If they continue to be over-income for 24 consecutive months (24-month grace period), the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and

- They may request a hearing within a reasonable timeframe if they dispute the determination that they are over-income.

Over-income families will be placed on an annual reexamination frequency beginning with the first regular or interim recertification in which the family exceeds the over-income limit. If a family is determined to be over-income at an interim recertification, VIHA will process an annual recertification for the family at that time and reset the family's reexamination date to be effective 12 months from the effective date of that transaction.

### **Second Notice**

If the family's annual income continues to exceed the applicable over-income limit for 12 consecutive months, VIHA will notify the family, in writing, that:

- Their income continues to exceed the over-income limit.
- If their income exceeds the over-income limit for an additional 12 months—or upon HUD approval, an additional 24 months—the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
- They may request a hearing if they dispute the determination that they are over-income.

### **Third Notice**

Upon HUD approval, if the family's annual income continues to exceed the applicable over-income limit for 24 consecutive months, VIHA will notify the family, in writing, that:

- Their income continues to exceed the over-income limit.
- If their income exceeds the over-income limit for an additional 12 months, the family will no longer be eligible for public housing assistance but may remain in a public housing unit paying an alternate non-public housing rent; and
- They may request a hearing if they dispute the determination that they are over-income.

### **Final Notice**

If VIHA determines that the family's income has exceeded the applicable over-income limit for 24 consecutive months, VIHA will notify the family in writing of this determination.

The notice will inform the family that they have exceeded the over-income limit for 24 consecutive months and that VIHA will charge the family the alternative non- public housing rent at the next lease renewal or in no more than 60 days after the date the final notice, whichever is sooner.

An over-income family will continue to be a public housing program participant until their tenancy is terminated or the family executes a new non-public housing lease. In the period prior to termination or execution of the new lease, the family's rent will be their choice of income-based, flat rent, or prorated rent for mixed families. However, the family cannot be reinstated to the public housing program after the final notice is sent.

## **B. Non-Public Housing Over-Income Families**

Families that execute a non-public housing lease will be considered Non-Public Housing Over-Income (NPHOI) families. As a result:

- VIHA may not conduct an annual or interim recertification for the family.
- The family must pay the alternate rent for NPHOI families.
- They are no longer given a choice between income-based or flat rent, nor can their rent be prorated.
- The family is no longer subject to the community service requirement.
- The family cannot participate in any programs only for public housing or low-income families, such as a resident association or the Family Self-Sufficiency program.
- The family cannot receive a utility allowance.
- The family cannot be reinstated to the public housing program; and
- The family will not be allowed to file any grievance.

The specific provisions which guide the occupancy of public housing units by NPHOI families can be found in the NPHOI lease.

If an NPHOI family experiences a decrease in income after their designation as an NPHOI family and they wish to return to public housing, the family cannot be reinstated to the public housing program.

The family must apply to the public housing program if the waiting list is open.

When the family is pulled from the waiting list, they are subject to all new admission requirements at that time and must be redetermined as eligible by VIHA prior to gaining status as a public housing family.

Upon determination of eligibility, the family will need to sign a new public housing lease.

VIJHA may adopt a waiting list preference for NPHOI families (applies only to families who do not vacate the unit). See The Preference System section of this document for more information on the NPHOI preference on the public housing waiting list.

## **C. Over-Income Reporting Requirement**

VIHA must report to HUD each year the number of over-income families living in public housing and the number of families on its waiting list. This report will specify as of the end of the 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 number of families residing in public housing with incomes exceeding the over-income limitation will include the number of families in the 24-month grace period, those that are in the period before termination, those that are NPHOI families paying the alternative rent, and any other information regarding over-income families requested by HUD.



- Beginning January 1, 2024, VHA will report annually on the number of families on waiting lists for admission to public housing. Waiting list data will include all public housing waiting lists with duplicates removed and will be current as of December 31 of the previous calendar year.

These reports will be publicly available.

#### **D. Leasing and Non-Public Housing Over-Income Families**

If an over-income family elects to remain in a public housing unit paying the alternative non-public housing rent, VHA and each over-income family must enter into a Non-Public Housing Over-Income (NPHOI) lease effective no later than 60 days after the applicable over-income notice provided or at the next lease renewal, whichever is sooner.

An over-income family that declines to pay the alternative rent or enters into a NPHOI lease will continue to be a public housing program participant in the period before termination. Such termination will become effective no more than six months after the end of the 24-month grace period.

VHA may permit the family to execute a new lease after the deadline, but before termination of the tenancy, if the over-income family pays VHA the total difference between the alternative rent and their public housing rent dating back to the date that is the earlier of 60 days after the date the final notice or the date that would have been the next public housing lease renewal.

Once the new lease is executed, an NPHOI family may only be readmitted into the public housing program if they reapply to the public housing program and their eligibility is redetermined in accordance with this ACOP.

Additional information about lease requirements and security deposits can be found in the Leasing section under NPHOI Lease Requirements NPHOI.

#### **E. Alternative Rent for NPHOI Families**

The alternative rent for a Non-Public Housing Over-Income (NPHOI) family (see Rent for Over-Income Families)

- Applicable fair market rent (FMR) for the unit size occupied by the family; or
- Amount of monthly subsidy provided for the unit which HUD will publish each year by December 31.

The amount of the monthly subsidy will be determined by adding the per unit assistance provided to the housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

NPHOI families are not entitled to a utility allowance and will not have the option of an income based or flat rent. Mixed families who are NPHOI pay the alternative rent; however, there is no proration of the rent. VIHA must no longer apply the three-year reexamination provision to families once it determines that the family is no longer over-income. Once VIHA determines the family is over-income, it must follow the documentation and notification requirements under 960.507(c).

#### **XIV.   HARDSHIP EXEMPTION POLICIES**

VIHA has developed conditions-based hardship policies as described below to address and mitigate financial hardships which may occur at enrollment or at any time during the tenancy or program participation. In cases involving hardship, VIHA will work with families to connect them to economic self-sufficiency programs to address the conditions which have caused applicable hardships. VIHA's general hardship policies are outlined below:

VIHA will review its hardship policies with families during its intake and recertification process and will consider if a household qualifies for a hardship exemption at the time of a potential termination of assistance that is due to an MTW activity.

There is no limit to the number of hardships that a household may receive.

If a household is approved for a hardship, and subsequently experiences another adverse event while still in hardship status, they may request an additional hardship that might further reduce their TTP.

If a household is approved for a temporary hardship, when that hardship is scheduled to expire the household will be notified and may request an extension.

This hardship policy presents eligibility criteria and remedies for different types of hardships. The different types of hardships below are not mutually exclusive. If a household's circumstances correspond to more than one type of hardship, they will receive the hardship most beneficial to them.

##### **A.   Hardship Process**

Households who request a hardship will be subject to the hardship process outlined below.

When a household makes a written request for a hardship exemption, VIHA will suspend the applicable activity on the first day of the next month after the hardship request is received.

VIHA will approve a provisional hardship TTP beginning the first day of the next month after the receipt of a valid hardship request indicating qualifying circumstances.

The provisional hardship TTP will be based on the household's current gross income, reported by the household in their hardship request.

The household will be required to provide the required documentation within 14 days, to enable VIHA to verify the hardship.

VIHA will decide whether to grant the hardship within 30 days of receiving required documentation. If the hardship request is denied, the household may be required to enter into a repayment agreement.

If the household is not eligible for the requested hardship, the request will be administratively closed without a right to appeal. VIHA will retain records of all hardship requests received and the results of these requests and supply them at HUD's request. VIHA will retain this information for the duration in accordance with HUD Files and Record Maintenance and Retention Policy. VIHA will make such information available for public review and inspection at VIHA's principal office during normal business hours.

If a financial hardship request is denied, VIHA will provide the household with an opportunity to request a grievance hearing for a second level review of the denied hardship request. Such request must be made within fifteen (15) calendar days from the date of the denial.

#### **B. Minimum Rent Hardship Suspension/Exemption 24 CFR § 5.630.**

A minimum rent hardship exemption shall be granted to Tenants who can document that due to a financial hardship they are unable to pay the minimum rent. Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:

The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;

The family would be evicted as a result of being unable to pay the minimum rent;

The income of the family has decreased because of changed circumstances, including loss of employment; or

A death occurred in the family.

If a family paying minimum rent requests a hardship exemption, VIHA suspends the minimum rent, effective the following month. VIHA may not evict the family for non-payment of the minimum rent for 90 calendar days following the request for the hardship exemption.

The suspension of minimum rent continues until VIHA determines whether or not the hardship is short-term (lasting less than 90 calendar days) or long term (lasting 90 calendar days or more).

If VIHA determines that a qualifying financial hardship is short-term, VIHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established by VIHA for the amount of back rent owed by the family.

If VIHA determines that the qualifying financial hardship is long-term, the family will be exempt from minimum rent until the hardship ceases. The Tenant will not be required to repay the suspended minimum rent.

Exemption from minimum rent does not mean the family does not have to pay rent. The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent.

### **C. Repayment Plans**

The Tenant and VIHA may enter and agree to one rent repayment plan in any consecutive 12-month period. The repayment plan may not result in the TTP being more than 40% of the adjusted monthly income.

The Tenant may be required to make a minimum deposit between 15% and 50% of the past due debt in order to sign a repayment plan and be lease compliant.

### **D. Hardship Exemption for Unreimbursed Health and Medical Care Expenses**

HUD Regulations provide financial hardship exemptions for unreimbursed health and medical care expenses, and for reasonable attendant care and auxiliary apparatus expenses for eligible families. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted more than 5% of annual income. To claim unreimbursed health and medical care expenses, the family must have a head, co-head, or spouse that is elderly or person with a disability period. To claim the unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and expenses must enable any member of the family (including the member who was a person with a disability) to be employed.

#### **1. Phased-In Relief**

Families may be eligible for relief under one of two categories; phased-in relief or general relief. All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024, will begin receiving the 24-month phased- in relief at their next annual reexamination or interim reexamination, whichever occurs first after January 1, 2024. Families who receive phased-in relief will have eligible expenses deducted that exceed 5% of annual income for 12 months. Twelve months after the 5% phase-in began families will have eligible expenses deducted that exceed 7.5% of annual income for the immediately following twelve months. After the family has completed the 24-month phase in at the lower thresholds described above, the

family will remain at the 10% threshold, unless the family qualifies for relief under the general relief hardship provision.

## **2. General Relief**

To receive general relief, a family must demonstrate that the families unreimbursed help and medical care expenses are unreimbursed reasonable attendant care and auxiliary apparatus expenses increase, or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination.

Relief is available regardless of whether the family previously received an unreimbursed health and medical care expense deduction, unreimbursed reasonable attendant care and auxiliary apparatus expense deduction, are currently receiving phased-in hardship relief, or were previously eligible for either this generally or the phased-in relief.

## **E. Childcare Expense Hardship Exemption**

A family whose eligibility for the childcare expense deduction is ending may request a financial hardship exemption to continue the deduction. 24 CFR 5.611(d). The PHA may grant hardships for households unable to pay rent due to households no longer eligible for the childcare expense deduction. The family must demonstrate that they are unable to pay their rent because of the loss of this deduction and the childcare expense is still necessary even though the family member is no longer employed or furthering their education. The duration of relief will be up to 90 days and the PHA may terminate the hardship exemption if they determine the family no longer needs it.

## **XV. Definitions of Terms Used in This Statement of Policies**

1. Absence - No member of the family is residing in the unit.
2. Accessible - When used with respect to the design, construction, or alteration of housing and non-housing programs, 'accessible', means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with disabilities.
3. Accessible Unit - A unit that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS) meets the minimum standards for compliance and is accessible.
4. Accessible Route - A continuous, unobstructed, UFAS-compliant path. **24 CFR § 8.21**
5. Adaptability - Ability to change certain elements in an otherwise accessible dwelling unit, such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with different types or degrees of disability. **24 CFR § 8.3**
6. Admission – The point in which the family becomes a public housing Tenant. The date used for this purpose is the effective date of the HUD Form 50058 for the family.

7. Adult Family Member – A person 18 years or older or an emancipated minor who is an authorized member of the household and listed on the lease. Only an adult family member may be the head or co-head of household.
8. Alteration – Any change in a facility or its permanent fixtures or equipment. Alterations do not include normal maintenance or repairs, re-roofing, interior decoration, or changes to mechanical systems. **24 CFR § 8.3 and § 8.23(b).**
9. Alternative Non-Public Housing Rent - A monthly rent equal to the greater of:
  - a. The applicable fair market rent, as defined in 24 CFR 888, Subpart A, for the unit; or
  - b. The amount of the monthly subsidy provided for the unit, which will be 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.
10. Anniversary Date – This is 12 months from the effective date of the family's last annual reexamination or, during a family's first year in public housing, from the effective date of the family's initial examination (admission)
11. Annual Income – The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income. See Section X. A. for more information on how annual income is computed.
12. Applicant - An individual or a family that has applied for admission to VIHA public housing.
13. Area of Operation - Jurisdiction of VIHA as described in Virgin Islands law and Articles of Incorporation of VIHA.
14. Assets - 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. See the definition of Net Family Assets for assets used to compute annual income.
15. Assigned Areas – Areas of public housing property that are assigned to Tenants for their exclusive use as part of their unit (e.g., front and back porches, yards, etc.) and for which the Tenant and Tenant's household are required to keep clean and safe condition by performance of housekeeping and/or maintenance upkeep.
16. Auxiliary Apparatus - Services or devices that 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.**
17. Bifurcation – With respect to a public housing lease, means to divide a lease as a matter of law such that certain members of the lease who engage in criminal acts of domestic violence, sexual violence, dating violence or stalking can be evicted or removed from the lease while the remaining family members' lease and occupancy rights are allowed to remain intact.

18. Care attendant/Caregiver - A person that regularly visits the unit of a VIHA Tenant to provide supportive or medical services. Care attendants are not live-in aides since they have their own place of residence (and if requested by VIHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
19. Ceiling Rent - Rent used during an interim re-examination when a Tenant's income was reduced from flat rent to income-based rent due to verified hardship, but whose income later increases so that the income-based rent may now exceed the original flat rent. Adjusted rents equal flat rent for the applicable unit plus any utility allowance. The adjusted rent is in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the flat rent).
20. Citizen - A citizen (by birth or naturalization) or national of the United States. **24 CFR § 5.504.**
21. VIHA - The Virgin Islands Housing Authority. The definition includes VIHA, its contractors, agents, and assignees.
22. Co-head of household - An individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program. A family can have only one co-head.
23. Community-wide (Traditional Family) Wait List – List of applicants for VIHA family housing. This traditional form of a wait list consists of one master waiting list, divided into sub-lists by the type and size of unit. Applicants are not asked their preference of location, although they may refuse an offer of a unit for “good cause,” which includes various locational elements. A community-wide wait list keeps applications in sequence based upon date of application; application number; income tier; ranking preference, if any; and type and size of unit needed by the family (i.e., accessible or non-accessible unit, bedroom size).
24. Community Service Requirement - The performance of unpaid work or duties that benefit the public and serve to improve the quality of life, enhance Tenant self-sufficiency, or increase Tenant self-responsibility in the community. Community service is not employment and may not include political activities. **24 CFR § 960.601.** Each adult Tenant of a public housing development shall:
  - a. Contribute eight hours per month of community service within their community.
  - b. Participate in an economic self-sufficiency program for eight hours per month; or
  - c. Perform eight hours per month of activities combining a) and b) above. **24 CFR § 960.603.**
25. Covered Families for Welfare Benefits - Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
26. Covered Person - For the purposes of lease enforcement, a Tenant, any authorized member of the Tenant's household, a guest, or another person under the Tenant's control. **24 CFR § 5.1.**

27. Dating Violence – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. See 42 USC §1437d(u)(3)(B)(2006). See also Domestic Violence, Sexual Violence/Sexual Abuse and Stalking.
28. Day Laborer – An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
29. Dependent - A member of the household (other than the head, co-head, spouse, foster child, foster adult, or live-in aide) who is under 18 years of age, or is a person with a disability, or a fulltime student. **24 CFR § 5.603.**
30. Designated Family - The category of family for whom VIHA elects (subject to HUD approval) to designate a development (e.g., an elderly family residing in a development designated for elderly families) in accordance with the 1992 Housing Act.
31. Designated Housing (or designated development) - A development or portion of a development designated for a specific person (e.g., elderly housing in accordance with the Senior Designated Housing Plan).
32. Development - The whole of one or more Tenant structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
33. Disability Assistance Expenses - Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed three percent of annual income.
34. Disabled Family - A family whose head, spouse, or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. **24 CFR § 5.403**
35. Displaced Person - A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. **24 CFR § 5.403.** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2.**



36. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or Tenant in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603**. in this section.)
37. Domestic Violence: Acts or threats of violence, not including acts of self-defense, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies. See also Sexual Violence/Sexual Abuse, Dating Violence, and Stalking. **Violence Against Women Act of 1998, Section 404.**
38. Drug-Related Criminal Activity - The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. This includes the distribution possession, sale or use of medical marijuana. **24 CFR § 5.1.**
39. Earned Income – Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
40. Economic Self-Sufficiency Program - Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603.**
41. Elderly Family - A family whose head, spouse, or sole member is at least 62 years of age. It may include two or more elderly persons living together, or one or more elderly persons living with one or more nonelderly persons, including live-in aides, determined to be essential to the care and well-being of the elderly person(s). An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403.**
42. Elderly Person - A person who is at least 62 years of age. **42 USC § 1437a(b)(3).**
43. Eligible Immigration Status - For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable United States Citizenship and Immigration Services (USCIS) document. **24 CFR § 504.**

44. Emergency Applicants who are Victims of Federally Declared Disasters- Families or individuals who are displaced from their permanent residence due to a federally declared disaster and apply for VIHA housing.
45. Extenuating Circumstances – Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
46. Extremely Low-Income Family - A family whose annual income is equal to or less than 30% of AMI, as published by HUD adjusted for family size. **24 CFR § 5.603.**
47. Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.
48. Family - includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - a. A single person, who may be:
    - 1) An elderly person, displaced person, disabled person, near- elderly person or any other single person; or
    - 2) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
  - b. A group of persons residing together, and such group includes, but is not limited to:
    - 1) 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);
    - 2) An elderly family.
    - 3) A near elderly family.
    - 4) A disabled family.
    - 5) A displaced family; and
    - 6) The remaining member of a tenant family.

Children who are subject to a joint custody agreement and live in the unit at least 51 percent of the time will be considered family members. (51 percent of the time is defined as 184 days of the year, which do not have to run consecutively).

In a joint custody arrangement, if the minor is residing in the assisted unit less than 184 days per year, the minor will be considered an eligible visitor and not a family member (not on the lease).

This means the minor may spend the amount of time in the home authorized in the custody arrangement.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family, if it can be verified that the child will be returned to the home.

Children who are away from home because they are attending school out of town will be considered family members, if it can be documented that they will be living in the household over summers and holidays.

49. 50/80% AMI Wait List – Wait list created at several VIHA properties under consent decrees, revitalization orders, demonstration agreements, etc. wherein applicants must have a household income which qualifies within the 50/80% AMI framework, as published by the HUD on an annual basis. Qualification is both at the time of application and at the time the applicant reaches the top of the wait list. Applicants who cannot meet the 50/80% AMI income requirements will not be eligible for units specified as 50/80% AMI units but will retain their original date of application on the community-wide (traditional family) wait list.
50. 50/60% AMI Wait List – Applicants who qualify under the 50/80% AMI wait list, but have a household income within the Low Income Housing Tax Credit (LIHTC) limitation of 50/60% AMI are eligible applicants for units under the Site Base Wait Lists created at mixed-income properties with public housing units, LIHTC unit have an initial eligibility for occupancy that mandates that applicants must have a household income, which does not exceed 50/60% AMI threshold, as published by the LIHTC program administered by the Illinois Housing Development Authority (IHDA) and the City of Virgin Islands Department of Housing (DOH), pursuant to 26 USC § 42. Qualification requirements must be met at the time of application and at the time the applicant reaches the top of the wait list. Applicants who cannot meet the forgoing 50/60% AMI criteria at the time of initial screening for occupancy will not be eligible for public housing units designated as 50/60% AMI units and will be removed from the 50/60% wait list. The applicants will retain their original date of application on the community-wide (traditional family) wait list.
51. Flat Rent – Flat rents are market-based rents and vary by unit size, unit type as well as by unit location. The Utility Allowance is incorporated into the Flat Rent amount. VIHA flat rent is based on a market study, pursuant to **24 CFR § 960.253(b)**.
52. Foster Adult - An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of VIHA households, but they have no rights as remaining family members. The income received by the family for the care of a foster adult is excluded from annual income.
53. Foster Child – A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster children who are living with an applicant or assisted family are considered

household members, but not family members. Foster children do not qualify for a dependent deduction.

54. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Examples of educational institutions shall include but are not limited to colleges, universities, secondary schools, vocational schools, or trade schools. **24 CFR 5.603.**
55. Good Cause – Adequate or substantial grounds or reason to take a certain action. What constitutes a good cause will be determined on a case-by-case basis. Examples of good cause include, but are not limited to:
- a. An applicant or transferring Tenant is unable to move at the time of the unit offer and presents verification that acceptance of the unit offer will result in undue hardship<sup>26</sup>; or
  - b. The unit offered or current unit is not accessible to the applicant/Tenant's source of employment, education/job training program, children's day care facility or educational program for children with disabilities; or
  - c. The family demonstrates that accepting the unit offer will place a family member's life, health or safety in jeopardy; or
  - d. The unit is not accessible for a disabled member of the Tenant's household.
56. Guest - A person temporarily staying in the unit with the consent of the Tenant or other member of the household who has express or implied authority to consent on behalf of the Tenant. **24 CFR § 5.1.**
57. Head of Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, spouse and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. **24 CFR 5.504(b)**
- e. The family may designate any qualified family member as the head of household.
  - f. The head of household must have the legal capacity to enter into a lease under state and local law.
58. Health and Medical Care Expenses – Any cost incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

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<sup>26</sup> For example, because the applicant is hospitalized or serving on a sequestered jury.

59. Household – A broader term for family that includes additional people who, with VIHA’s permission, live in a unit, such as live-in aides, foster children, and foster adults. However, household members are not family members and do not qualify as remaining family members.
60. HUD –The United States Department of Housing and Urban Development.
61. Independent Contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done.
62. Individual with Disabilities - The definition of an individual with disabilities is for the purpose of determining if an individual may obtain a reasonable accommodation or physical modification. The Section 504 of the Rehabilitation Act (Section 504), Fair Housing Act and Americans with Disabilities Act (ADA) definitions of Individual with Handicaps and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition from 42 USC 1437a(b)(3) of “Person with Disabilities” as defined separately (#74) in this section.

The terms ‘handicapped person’ or ‘person with handicaps’ as defined in Section 504 and the Fair Housing Act are synonymous with the term ‘individual with disabilities. An individual with disabilities has

- a. A physical or mental impairment that:
  - 1) Substantially limits one or more major life activities.
  - 2) Has a record of such an impairment; or
  - 3) Is regarded as having such impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- c. Definitional elements:
  - 1) *“Physical or mental impairment”* means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: immune; normal cell growth; circulatory; neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

- 2) *“Major life activities”* means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, and communicating.
  - 3) *“Has a record of such an impairment”* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
  - 4) *“Is regarded as having an impairment”* means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or has none of the impairments defined in this section but is treated by a recipient as having such an impairment. **24 CFR § 8.3.**
63. Kinship Care – A temporary arrangement in which a relative or non-relative becomes the primary caregiver for a child(ren) but is not the biological parent of the child(ren). The primary caregiver need not have legal custody of such child(ren) to be a kinship caregiver under this definition. The primary caregiver must be able to document Kinship Care, which is usually accomplished through school and/or medical records.
  64. Lease Compliance Screening - A determination of whether a splitting family member would be lease compliant with the lease by demonstrating no serious or repeated violations of the terms of the lease, with a criminal background check, and a credit report review. The review of the credit report will be for records of evictions or orders of possession, delinquent rent, and will also look at bankruptcies filed relating to tenancy and shelter costs, delinquent debts owed to VIHA, other public housing authorities or Housing Choice Voucher programs, and delinquent utility payments.
  65. Limited English Proficiency (LEP) Individual: A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English can be LEP and is entitled to language assistance with respect to a particular type of service or benefit.
  66. Live-in Aide - A person who resides with one or more elderly persons, near elderly persons or persons with disabilities and who: (a) is determined by a knowledgeable professional to be essential to the care and wellbeing of the persons or family member with a disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. **24 CFR 5.403.** Live-in aides have no rights as remaining family members upon death, eviction, departure, or abandonment of the Tenant or the family member with a disability requiring the live-in aide’s services.
  67. Low-Income Household - A family whose annual income does not exceed 80% of the AMI for the area as determined by HUD with adjustments for family size. **42 USC 1437a(b).**
  68. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of three percent of annual income. **24 CFR § 5.603.**

69. Minor - A member of the family, other than the head, co-head, or spouse, who is a person under age 18. An unborn child will not be considered a minor. (See definition of dependent.)
70. Mitigating Hearing - Hearing at which the cases of applicants who wish to refute negative information that will likely result in the rejection of their applications for housing are reviewed.
71. Mixed Family - A family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504.**
72. Mixed-Income Family Wait Lists – Lists of Tenants or applicants who want to live in mixed income/mixed finance communities. A mixed-income/mixed-finance community generally includes one-third public housing units, one-third affordable units and one-third market-rate units. For public housing units in mixed income/mixed-finance properties, determination and housing assignment will be performed by the property manager of the mixed-income/mixed finance property.
- As VIHA Tenants move into new mixed-income/mixed-finance communities they may be subject to housing rules not enumerated in the ACOP. Eligibility requirements called “site specific criteria” are established at each site. Site specific criteria, constitute standards, rules, or tests which property managers will use to assess any Tenant (public housing, affordable, or market rate) interested in renting an apartment in the mixed-income development. These criteria often include a review of the applicants’ credit history and a criminal background check, drug testing, housekeeping or home visits, and an evaluation of a Tenant’s employment and economic self-sufficiency record. These criteria build upon the criteria outlined in VIHA’s ACOP, but they do not replace them. Site-specific criteria may also vary from one new community to another.
73. Mixed Population Development - A public housing development for elderly and disabled families.
74. Multifamily Housing Development - For purposes of Section 504, means a development containing five or more dwelling units. **24 CFR § 8.3.**
75. National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. **24 CFR § 5.504.**
76. Near-Elderly Family - A family whose head, spouse, or sole member is a near-elderly person. The term includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or wellbeing 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.**
77. Net Family Household Assets — The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

In determining net family assets, include the value of any business or family assets disposed of for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy

sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- a. The value of necessary items of personal property.
- b. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers).
- c. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals.
- d. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
- e. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
- f. The value of any:
  - i. Coverdell education savings account under section 530 of the Internal Revenue Code of 1986,
  - ii. Qualified tuition program under section 529 of such Code,
  - iii. Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such code, and
  - iv. Baby bond account created, authorized, or funded by Federal, State, or local government.
- g. Interests in Indian trust land.
- h. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR 982.
- i. Family Self-Sufficiency Accounts; and



- j. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

78. The net cash value, after deducting reasonable costs that would be incurred in disposing of **24 CFR § 5.603**.

- a. Real property (land, houses, mobile homes);
- b. Savings (CDs, 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); and
- e. Other forms of capital investments (business equipment).

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or Tenant for less than fair market value during the two years preceding the date of the initial certification or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

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 Tenant receives important considerations not measurable in dollar terms.

79. Non-Housing Program - All or any VIHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, VIHA's offices and the offices of the private management companies, community centers, day care facilities, senior citizen centers, social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing programs include any aid, benefit or service provided by VIHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in VIHA's housing programs.

80. Non-public housing over-income family – A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.
81. Other Person Under the Tenant’s Control - A person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not “under the Tenant’s control.” **24CFR § 5.1.**
82. Over-Income Family – A family whose income exceeds the over-income limit.
83. Over-Income Limit – The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in 24 CFR 5.603(b), by a factor of 2.4.
84. Permanent Housing Choice Voucher (HCV) - A portable tenant-based HCV provided to fulfill the rights of Tenants under the RRC or Post 10/1/99 families and individuals so they can rent quality, affordable housing in the private housing market. HCV Program participants pay a percentage of their adjusted gross annual income for rent with the remaining rent amount subsidized by a Housing Assistance Payment (HAP) made by the HCV Program Administrator directly to the property owner. The subsidy allows participating families and individuals to live in homes and neighborhoods that they might not have been able to afford otherwise.
85. Person with Disabilities<sup>27</sup> This is the definition used to determine program eligibility. Under **42 USC § 1437a(b)(3)**, a Person with Disabilities is a person<sup>28</sup> who:
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**;
  - b. Has a physical or mental impairment that:
    - 1) Is expected to be of long continued and indefinite duration.
    - 2) Substantially impedes his/her ability to live independently; and
    - 3) Is of such nature that such disability could be improved by more suitable housing conditions.
  - c. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC § 6001(5)**.
86. Portion of Development - Includes, one or more buildings in a multi-building development; one or more floors of a development or developments; or a certain number of dwelling units in a development or developments. **24CFR § 945.105.**
87. Qualified Individual with a Disability - An individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without

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<sup>27</sup> This is the program definition for public housing. The 504 definitions do not supersede this definition for eligibility or admission.

<sup>28</sup> A person with disabilities may be a child.

modifications in the program or activity that VIHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than VIHA. **24 CFR § 8.3.**

88. Reasonable Accommodation - A reasonable accommodation is a modification or change VIHA can make to its units, buildings, policies or procedures that will assist an otherwise qualified applicant or Tenant with a disability to take full advantage of and use VIHA programs, including those that are operated by other agencies in VIHA-owned public space. **24 CFR § 8.20.**
89. Reexamination - The process of securing documentation of total family income, family composition, and continued eligibility for public housing. See Section VI. for more information on the re-examination process.
90. Refusal of Housing - An applicant's choice not to accept a VIHA offer of housing without good cause.
91. Rejection for Housing - A determination made by VIHA or property manager not to accept an applicant either because of ineligibility or failing applicant screening.
92. Remaining Family Members - Family members, listed on the unit's lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy. Continued occupancy by remaining family members is permissible only if one or more family members on the lease living in the household can pass applicant screening and is age 18 years or over. Household members do not have rights as remaining family members.  
  
Live-in aides, foster children, or foster adults are considered household members and have no rights as remaining family members upon the death, eviction, departure, or abandonment of the Tenant family.
93. Seasonal Worker - An individual who is hired into a short-term position and the employment begins about the same time each year (such as a summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.
94. Service Provider - A person or organization qualified and experienced in the provision of supportive services, that follows applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
95. Sexual Violence/Sexual Assault - Any conduct proscribed by Chapter 109A of title 18, United States Code and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim. See also Sexual Abuse.

96. Sexual Abuse – includes violations of federal law where a person knowingly (1) causes another person to engage in a sexual act by threatening or placing that other person in fear (other than by threatening or placing that other person in fear that any person will be subjected to death, serious bodily injury, or kidnapping); or (2) engages in a sexual act with another person if that other person is (a) incapable of appraising the nature of the conduct or (b) communicating unwillingness to engage in, that sexual act, or attempts to do so. See also Domestic Violence, Dating Violence, and Stalking.
97. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a Tenant family.
98. Site-based Wait Lists - Lists of applicants based on their preferred location of housing. All current applicants should be given information about each site and an opportunity to select one development where they would accept a unit offer, or to opt for the “first available” unit offer. Once the initial site-based lists have been established, all applicants will be informed of the length of each list and have an opportunity change their site selection. Ranking preferences establish the order of placement on the wait list but do not guarantee admission. **24 CFR § 903.7(b)(2).**
99. Sole Domicile - The place where a Tenant and all of the Tenant’s household members live and intend to remain indefinitely. A Tenant may not be absent for more than 90 consecutive days in a lease term without prior notification to the property manager. See Section IV. for more information.
100. Spouse - The husband or wife of the head of the household. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
101. Stalking – To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and in the course of or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to that person. (Immediate Family Member as used in this context means a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.) See also Domestic Violence, Sexual Violence/Sexual Abuse, and Dating Violence.
102. Tenant Rent - The amount payable monthly by the family as rent to VIHA. If all utilities (except telephone) and other essential housing services are supplied by VIHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by VIHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance. **24 CFR § 5.6.**
103. Total Tenant Payment (TTP) - The TTP is calculated using the following formula: The greater of 30% of the monthly adjusted income (as defined in these policies) or 10% of the monthly annual income (as defined in these policies), but never less than the minimum rent. If the Tenant pays

utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP. **24 CFR §5.628.**

104. Transfer Wait List - Lists of Tenants who are required by VIHA to transfer or request a transfer. Transfers will be processed in accordance with Section V of the ACOP. With the exception of Tenant initiated transfers, all transfer types have priority over new admissions from a VIHA wait list.
105. Unauthorized Occupant - An unauthorized occupant, is a person residing in the assisted unit without the consent or written approval of VIHA.
106. Unearned Income – annual income, as calculated under 24 CFR 5.609 that is not earned income.
107. Uniform Federal Accessibility Standards (UFAS) - Standards for the design, construction, and alteration of publicly owned Tenant structures to ensure that physically disabled persons will have ready access to and use of such structures. **24 CFR § 8.32(a).**
108. Utilities - Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **24 CFR § 965.473.**
109. Utility Allowance – A monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied. The utility allowance is deducted from the Tenants TTP only if the Tenant is paying some or all of the unit’s utility bills. The current utility allowance amount is based off of a schedule in the housing management system.
110. Utility Reimbursement - Funds reimbursed to the Tenant through payments made directly to the utility company on the Tenant’s behalf if the utility allowance exceeds the TTP or directly to the tenant. Families paying flat rent do not receive utility allowances and, consequently, will never qualify for utility reimbursements.
111. Very Low-Income Family – A family with an annual income less than 50% of the AMI, adjusted for family size, as determined by HUD.
112. Visitor – See definition of Guest #50.
113. Welfare Assistance– Welfare or other payments to families or individuals based on need that are made under programs, separately or jointly, by federal, state, or local governments. **24 CFR § 5.603.**
114. Work Activities – As used in the HUD definitions under **24 CFR § 5.603.**, the term work activities means:
  - a. Unsubsidized employment.
  - b. Subsidized private sector employment.
  - c. Subsidized public sector employment.
  - d. Work experience (including work associated with refurbishing publicly assisted housing) if sufficient private sector employment is not available.

- e. On-the-job training.
- f. Job search and job readiness programs.
- g. Community service programs.
- h. Vocational educational training (less than 12 months).
- i. Job skills training directly related to employment.
- j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency.
- k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or
- l. The provision of child-care services to an individual who is participating in a community service program.

## **APPENDIX A: REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

### **Policy Statement**

The Virgin Islands Housing Authority (VIHA or Housing Authority) is dedicated to ensuring that persons with disabilities are not discriminated against on the basis of disability in connection with the Housing Authority's programs, services and activities. If a person with a disability requests an accommodation to an existing rule, policy, practice, or service to have an equal opportunity to use a dwelling unit or enjoy the benefits of participating in the Housing Authority's services, the Housing Authority will provide an accommodation. The Housing Authority is not required to make changes that would fundamentally alter the program or create an undue financial and administrative burden.

A copy of VIHA's Reasonable Accommodation Policy (Policy) shall be available at each public housing development and at the Housing Authority's Main Administrative Office.

The Housing Authority requests but does not require that the reasonable accommodation request form be completed. A letter may be completed by a knowledgeable third-party in lieu of the Housing Authority's reasonable accommodation form.

### **Legal Authority**

This Policy follows the statutory authorities listed below:

- Section 504 of the Rehabilitation Act of 1973 (Section 504);
- Titles II and III of the Americans with Disabilities Act of 1990 (ADA);
- The Fair Housing Act of 1968, as amended (Fair Housing Act);
- The Architectural Barriers Act of 1968; and
- 24 C.F.R. Part 8 and 100, etc.
- Title VI of the Civil Rights Act of 1964
- The Violence Against Women Reauthorization Act of 2013

### **Monitoring**

The 504 Coordinator is responsible for monitoring compliance with this Policy and shall be available to applicants, residents, participants, and staff for discussing issues and questions regarding the interpretation or implementation of this Policy.

Each housing applicant shall be provided with a copy of either (1) the Notice to VIHA Applicants and Residents Regarding Reasonable Accommodations or (2) the Notice to VIHA Housing Choice Voucher Program Applicants and Participants Regarding Reasonable Accommodations. These notices shall be posted at all times at the public housing developments and at the Housing Authority's Main Administrative Office.

## **Definitions**

- Individuals with a disability is defined as a person who has a physical and/or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
- Major life activities mean functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- A reasonable accommodation is defined as a change, modification, alteration or adaptation in a policy, procedure, practice, program, or facility that is necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity.

The definition of disability does not include any individual whose current use of alcohol would constitute a direct threat to property or the health or the safety of others. Additionally, this definition of disability does not include any individual who is engaging in an illegal drug related criminal activity or who is unqualified to participate in the public housing or other housing programs and activities in accordance with applicable Housing Authority policies and HUD regulations. Generally, individuals with a drug addiction that are engaged in and are able to evidence full participation in an appropriate treatment program are qualified to participate in HUD Housing programs.

## **Policy Application**

This Policy applies to individuals with a disability participating in the following programs provided by the Housing Authority:

- Applicants for public housing.
- Applicants for the Housing Choice Voucher Program.
- Residents of public housing developments.
- Participants of the Housing Choice Voucher Program; and
- Participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by the Housing Authority.

Because a reasonable modification involves a structural change made to existing premises, the Housing Authority is only able to consider requests for reasonable modifications on properties that it owns or controls. Accordingly, the Housing Authority requires landlords to comply with disability laws.

## **Procedures**

A person with a disability may request a reasonable accommodation during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Housing Authority.



A person with a disability may submit all requests in writing, orally, or by any other equally effective means of communication. If the person with a disability is unable to submit a request in writing, the Housing Authority will assist the individual to reduce the request to written form.

The Request for Reasonable Accommodation (Request Form) is available at each public housing development, at the Housing Authority's Main Administrative Office, and online at [www.vihousing.org](http://www.vihousing.org).

Reasonable accommodation requests that are completed by requester and a knowledgeable-third party may be submitted to the 504 Coordinator in any of the following manners:

- In person or via mail at the Housing Authority's main office at 9900 Oswald Harris Court, St. Thomas, VI 00802

The Housing Authority will endeavor to enter into an interactive process with the requester in order to discuss the disability-related need for the requested accommodation and possible alternative accommodations, if any. While it is always the requester's choice to enter into an interactive process with the Housing Authority, such a process is intended to help all concerned in the process by seeking to provide an effective accommodation that does not pose an undue financial and administrative burden for the Housing Authority.

Decisions to approve or deny requests for reasonable accommodations shall be made on a case-by-case basis with the consideration of the disability and the needs of the person as well as the nature of the program or activity in which the person seeks to participate. Reasonable accommodation methods or actions that may be appropriate for a particular program and person may be found to be inappropriate for another program or individual.

### **Administrative Closure**

If additional information or documentation is required, the 504 Coordinator will notify the requester in writing. If the 504 Coordinator does not receive the requested information within twenty-one (21) calendar days from the date of the written request for information, the request for a reasonable accommodation will be administratively closed.

The administrative closure is not a denial. If the requester submits the requested information after twenty-one (21) calendar days, the request for reasonable accommodation will be reopened as of the date that requested information is received.

Administrative closures may occur but are not limited to the following reasons:

- Failure to supply required information.
- Requesting a modification to a property VIHA does not control or own.
- Requesting specific location of a unit on a property VIHA does not control or own.

- If a request can be met through standard policies and/or regulations.

Since an administrative closure is not a denial of accommodation there will be no right to an informal hearing.

### **Decision**

With receipt of all required supporting documentation, the 504 Coordinator will issue a written determination on the request for a reasonable accommodation. Upon request, the written notification will be provided in an alternate format.

Notifications of approved reasonable accommodation requests will be forwarded to the appropriate staff to implement the accommodation. Notifications of denied reasonable accommodation requests will provide information on the procedures for appealing the determination.

If a request for reasonable accommodation is denied but alternative accommodation is available, the Housing Authority will offer the requester the alternative accommodation and the date by which they must accept or decline.

If the requester makes a subsequent request for a different reasonable accommodation, such request will be processed as a new reasonable accommodation request.

### **Verification of Need for a Reasonable Accommodation**

The Housing Authority may request documentation to verify that the person requesting an accommodation is a person with a disability and such person has a disability-related need for the requested reasonable accommodation. The Housing Authority shall not require unnecessary information regarding the person's disability such as the specific disability or the nature or extent of the disability.

Once approved for a reasonable accommodation, persons with a verified need a reasonable accommodation must submit a new Request for Reasonable Accommodation on a biennial basis in order for the accommodation to be re-verified. For example, if a request was approved on June 1, 2023, the client will need to submit a renewal of their accommodation by June 1, 2025.

Verification of a person's disability may be submitted by a knowledgeable third party.

### **Guidelines for Denying Reasonable Accommodation Requests**

Requested accommodations will not be approved if the person's disability is not verified, the individual is not a person with a disability, or the requested accommodation is not necessary and reasonable based on the health care provider's responses.

Additionally, requested accommodations will not be approved if one of the following would occur as a result of the approval:

- A violation of state and/or federal law.
- A fundamental alteration in the nature of the public housing program.
- An undue financial and administrative burden to the Housing Authority.
- A structurally impracticable alteration; or
- A housing unit alteration requires the removal or alteration of a load-bearing structural member.
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#### **Public Housing Development Resident Transfers**

If the 504 Coordinator determines that a resident has a verified need for a modified unit, the Housing Authority may offer the resident the opportunity to transfer to an available unit with the required accessibility features.

If the resident rejects two (2) offers to transfer to an available unit with the necessary accessibility features, the resident's name will be placed at the bottom of the waiting list for an accessible housing unit with the required number of bedrooms.

The Housing Authority is financially responsible for reasonable moving-related expenses incurred by the resident with the disability who needs to transfer to an accessible unit and the resident without a disability who needs to move out of the accessible unit. This obligation is part of the Housing Authority's duty to accommodate its residents with disabilities and provide accessible units with accessible features.

#### **Right to Appeal Denial of Request for a Reasonable Accommodation**

If the request for a reasonable accommodation is denied, the requester may file a written appeal of the determination by the 504 Coordinator.

The written appeal must be submitted to VIHA within fifteen (15) calendar days from the decision date in order to receive an informal hearing.

The 504 Coordinator shall attend all informal hearings and advise the requester and the Hearing Officer on the applicable laws, regulations, and policies that were used to render the denial of the request for a reasonable accommodation.

Applicants, residents, and participants may at any time exercise their right to appeal a Housing Authority decision through the local HUD office or the United States Department of Justice.

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## **APPENDIX B: VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **Purpose and Applicability**

The purpose of this policy is to implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of VIHA () regarding domestic violence, dating violence, sexual assault and stalking. This policy shall be applicable to all of the federally subsidized housing programs administered by VIHA and shall be part of the Housing Choice Voucher Administrative Plan and the Public Housing Admissions and Continued Occupancy Policy by reference. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistent with all nondiscrimination and fair housing requirements.

### **Goals and Objectives**

The goals and objectives of VIHA's VAWA Policy are as follows:

Maintaining compliance with all applicable legal requirements imposed by VAWA.

- Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking.
- Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault and stalking.
- Creating and maintaining collaborative arrangements between VIHA, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault and stalking; and
- Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by VIHA.

### **Definitions**

Affiliated individual, with respect to an individual, means:

- A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- Any other person living in the household of that individual.

Dating Violence is violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is living with or has lived with the victim as a spouse or intimate partner, by a person similarly situated

to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Perpetrator means a person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.

Sexual Assault is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent.

Spouse or Intimate Partner includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress

VAWA Self Petitioner refers to noncitizens who claim to be victims of battery or extreme cruelty. Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident ("LPR") status without the cooperation of or knowledge of their abusive relative

### **Notifications Provided**

All applicants and tenants of all Housing Programs will be provided HUD-5380, Notification of Occupancy Rights Under the Violence Against Women Act (VAWA) and HUD-5382, Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents at the following times:

- At time of denial of assistance or admission.
- At time of providing of assistance or admission.
- At any eviction or termination; or
- At recertification or lease renewal.

These forms may be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

### **Admissions and Screening**

Non-Denial of Assistance. VIHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.

### **Mitigation of Disqualifying Information**

An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, may request that VIHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.

If requested by an applicant to take such mitigating information into account, VIHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.

VIHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

### **Termination of Tenancy or Assistance**

#### VAWA Protections

A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if:

- The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant; and
- The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

#### Limitations of VAWA Protections

Nothing in the above section limits the authority of VIHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.

Nothing in the above section limits any available authority of VIHA to evict or terminate assistance to a tenant for any violation not based on an act of domestic violence, dating violence, sexual assault, or stalking. However, VIHA will not hold a tenant or an affiliated individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a higher standard.

Nothing in the above section limits the authority of VIHA to evict or terminate from assistance any tenant or lawful applicant if:

- VIHA can demonstrate an actual and imminent threat to other tenants and/or staff if the tenant is not evicted or terminated from the assistance; and
- No other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

### **Verification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

VIHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, or stalking. Verification may be accomplished in one of three ways:

- Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking";
- Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy; or
- A police or court record provided to VIHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.

### Time Allowed

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by VIHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

If VIHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), VIHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.

### Waiver of Verification Requirement

With respect to any specific case, VIHA may waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted at the sole discretion of the President. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

### Non-Citizen Self-Petitioner Verification

Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.

Self-petitioners can indicate that they are in satisfactory immigration status when applying for assistance or continued assistance. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance.

After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, s will make a final determination as to the self-petitioner's eligibility for assistance.

To qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawfully Permanent Resident).

Once VIHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, will not request any additional information from the self-petitioner, other than what is required using the SAVE system to complete the verification.

When VIHA receives a self-petition or INS Form 797 Notice of Action, VIHA will initiate verification in the SAVE System

#### Final determination from the SAVE System

VIHA will receive one of the following confirmations:

- The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected.
- The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to VIHA any evidence of "battery or extreme cruelty."

Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, VIHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

#### **Emergency Transfer Plan**

Eligibility for Transfer. In accordance with the Violence Against Women Act ("VAWA") VIHA 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, regardless of sex, gender identity, or sexual orientation. The ability of VIHA to honor such request for tenants currently receiving assistance may depend upon the following:

- A preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and
- Whether VIHA has another dwelling unit available that is safe to offer the tenant for temporary or permanent occupancy.



### Requesting a Transfer

To request an emergency transfer the tenant shall notify the office and submit a written request for a transfer (HUD-5383). The tenant may submit the written request by any of the following methods: hand delivery to VIHA's main office.

VIHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

- 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 the 's program; or
- A statement that the tenant was a victim of sexual assault and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

VIHA cannot guarantee that a transfer request will be approved or how long it will take to process the request. However, VIHA will act as quickly as possible to move a 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 transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. VIHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

In cases where VIHA determines that the family's decision to move out of the housing was reasonable under the circumstances, VIHA may wholly or partially waive rent and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

### Portability

A Housing Choice Voucher (HCV) participant will not be denied portability to a unit located in another jurisdiction so long as the participant has complied with all other requirements of the HCV Program and, has moved from the unit in to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and, who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

If VIHA has no safe and available units for which a tenant who needs an emergency is eligible, they 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, VIHA will assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### Safety and Security of Tenants

#### **Confidentiality**

VIHA will keep confidential any information that the tenant submits with a request for an emergency transfer, unless: the tenant gives the 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. Please see the Notice of Occupancy Rights under the Violence Against Women Act for more information about 's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Throughout the request and transfer (if approved) process, 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 impairment, please dial 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Assault Hotline at 800-656-HOPE (4673) or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking that are 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>.

#### **Other Remedies**

##### **Lease Bifurcation**

VIHA may bifurcate a lease or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance or occupancy rights to such member who engages in criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.

In removing the perpetrator from the household, VIHA will follow all federal, state and local eviction procedures.

If the evicted person was the eligible program participant in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:

- Establish eligibility for the current program.
- Establish eligibility under another program; or
- Find alternative housing. Efforts to promote housing stability.

VIHA will make every effort that is feasible and permissible for victims to remain in their units or other units of the and/or retain assistance. VIHA will bear the cost of any transfer, where permissible.

### **Relationships with service providers**

It is the policy of VIHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If VIHA becomes aware that an individual assisted by VIHA is a victim of domestic violence, dating violence, sexual assault or stalking, VIHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring VIHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The 's annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which VIHA has referral or other cooperative relationships.

### **VAWA Complaint Processing [Notice FHEO 2023-01]**

A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

#### VIHA Policy

Applicants or tenant families who wish to file a VAWA complaint against VIHA may notify VIHA either orally or in writing.

VIHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). VIHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

VIHA will keep a record of all complaints, investigations, notices, and corrective actions.