**Chapter 1**

1-I.B. ORGANIZATION AND STRUCTURE OF THE HOUSING AUTHORITY OF DANVILLE

Public housing is funded by the federal government and administered by the Housing Authority of Danville for the jurisdiction of City of Danville, Boyle County, Kentucky. The Housing Authority of Danville consists of 394 housing units located in 11 housing sites. The City of Danville contains 9 housing sites consisting of 348 apartments and two community centers. Junction City has one site consisting of 26 apartments and one community center. The City of Perryville has one site consisting of 20 apartments. The Housing Manager is responsible for the day-to-day operations.

Housing Authorities are governed by a five-member board of officials (four commissioners and the Mayor of Danville serving in an ex-officio status) that are generally called “commissioners.” Although some Housing Authorities may use a different title for their officials, this document will hitherto refer to the “board of commissioners” or the “board” when discussing the board of governing officials.

1-I.C. HOUSING AUTHORITY OF DANVILLE MISSION

The mission of the Housing Authority of Danville is to cost effectively assist eligible very low and low income families by providing opportunities for affordable housing and socioeconomic advancement in a discrimination-free environment; and to affirmatively address the physical needs of the Authority’s housing developments to ensure a decent, safe, and sanitary environment for employees and residents.

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The City of Danville Municipal Housing Commission established the Housing Authority of Danville on January 12, 1950. The first 70 units located at McIntyre Circle and Bate-Wood Homes were to be occupied on December 31, 1952. Construction and occupancy on the other nine housing developments continued until June of 1976. Today, the Housing Authority of Danville consists of 394 apartments, four community centers, a maintenance facility, and a central office.

Chapter 2

**2-I.C. DISCRIMINATION COMPLIANTS**

**General Housing Discrimination Complaints**

If an applicant or tenant family believes that any family member has been discriminated against by the Housing Authority of Danville, the family should advise the Housing Authority of Danville. The Housing Authority of Danville should make every reasonable attempt to determine whether the applicant or tenant family’s assertions have merit and take any warranted corrective action.

In all cases, the Housing Authority of Danville will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

Applicants or tenant families who believe that they have been subject to unlawful discrimination may notify the Housing Authority of Danville either orally or in writing.

Within 10 business days of receiving the complaint, the Housing Authority of Danville will investigate and attempt to remedy discrimination complaints made against the Housing Authority of Danville. The Housing Authority of Danville 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 Housing Authority of Danville lobbies, will reference how to file a complaint with FHEO.

The Housing Authority of Danville will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

**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 Housing Authority of Danville 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 the Housing Authority of Danville either orally or in writing.

Within 10 business days of receiving the complaint, the Housing Authority of Danville will provide a written notice to those alleged to have violated the rule. The Housing Authority of Danville 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 Office of Fair Housing and Equal Opportunity (FHEO).

The Housing Authority of Danville will attempt to remedy discrimination complaints made against the Housing Authority of Danville and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the Housing Authority of Danville’s investigation, the Housing Authority of Danville 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.

The Housing Authority of Danville will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

**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.

Housing Authority of Danville Policy

Applicants or tenant families who wish to file a VAWA complaint against the Housing Authority of Danville may notify the Housing Authority of Danville either orally or in writing.

The Housing Authority of Danville will advise the family of their right to file a VAWA complaint with HUD’s Office of Fair Housing and Equal Opportunity (FHEO). The Housing Authority of Danville 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.

The Housing Authority of Danville will attempt to remedy complaints made against the Housing Authority of Danville and will conduct an investigation into all allegations of discrimination.

The Housing Authority of Danville will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

**2-II.A. OVERVIEW**

The Housing Authority of Danville will display posters and other housing information and signage in locations throughout the Housing Authority of Danville’s office in such a manner as to be easily readable from a wheelchair.

**2-II.F. Program Accessibility for Persons with Hearing or Vision Impairments**

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

**2-III.B. ORAL INTERPRETATION**

When exercising the option to conduct remote hearings, however, the Housing Authority of Danville will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the Housing Authority of Danville. The Housing Authority of Danville, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the Housing Authority of Danville will not rely as on the minor to serve as the interpreter.

**3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY**

* If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the Housing Authority of Danville must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking see section 16-VII.D of this ACOP.)

In the absence of a judicial decision or an agreement among the original family members, the Housing Authority of Danville will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the Housing Authority of Danville will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with section 16-VII.D of this ACOP; (4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

**3-I.J. GUESTS [24 CFR 5.100]**

A resident family must notify the Housing Authority of Danville when overnight guests will be staying in the unit for more than 3 days. Overnight guests can remain in the unit no longer than 14 days in a 12-months period. The Housing Authority of Danville may give written permission for a guest to remain in the unit for a longer period of time based on the circumstances of the request. Residents must request extended overnight stays in writing prior to the end of the policy approved 3-night stay.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. Residents must request, in writing, permission for the children to stay in the unit. The request must include the length of stay and the names of the children.

Former residents who have been evicted, left owing a balance or presented an unfavorable housing experience are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

**3-I.L. ABSENT FAMILY MEMBERS**

**Definitions of Temporarily and Permanently Absent**

Generally, an individual who is or is expected to be absent from the public housing unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the public housing unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

**Absent Head, Spouse, or Cohead**

An employed head, spouse, or cohead absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

**Individuals Confined for Medical Reasons**

An individual confined to a nursing home or hospital for 90 days or less will be considered temporarily absent. If the confinement is anticipated to be more than 90 days or has no anticipated release date, the individual’s absence is defined as permanent and is not considered a family member.

**3-I.M. LIVE-IN AIDE**

The person has a social history that is considered detrimental to the peaceful enjoyment of the property by other residents or Housing Authority of Danville staff; or

The person currently owes rent or other amounts to the Housing Authority of Danville or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

**3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]**

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

**Income and Income Validation Tool (IVT) Reports**

For each new admission, the Housing Authority of Danville is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The Housing Authority of Danville must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

**3-II.E. EIV SYSTEM SEARCHES [Notice PIH 2018-18; EIV FAQs; EIV System Training 9/30/20]**

**Existing Tenant Search**

Prior to admission to the program, the Housing Authority of Danville must search for all household members using the EIV Existing Tenant Search module. The Housing Authority of Danville must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The Housing Authority of Danville must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the Housing Authority of Danville, and a match is identified at a multifamily property, the Housing Authority of Danville must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

Housing Authority of Danville Policy

The Housing Authority of Danville will contact the PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The Housing Authority of Danville will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

**Debts Owed to PHAs and Terminations**

All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the Housing Authority of Danville must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the Housing Authority of Danville directly in writing to dispute the information and provide any documentation that supports the dispute. If the Housing Authority of Danville determines that the disputed information is incorrect, the Housing Authority of Danville will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

Housing Authority of Danville Policy

The Housing Authority of Danville will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The Housing Authority of Danville will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the Housing Authority of Danville will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

**Income and Income Validation Tool (IVT) Reports**

For each new admission, the Housing Authority of Danville is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The Housing Authority of Danville must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

**3-III.B. REQUIRED DENIAL OF ADMISSION [24 CFR 960.204]**

In determining reasonable cause, the Housing Authority of Danville will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity. The Housing Authority of Danville will also consider evidence from treatment providers or community-based organizations providing services to household members.

**3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION**

Evidence of such criminal activity includes, but is not limited to:

Any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past 3 years.

Applicants denied admission will have to wait twelve months from the date of the letter of ineligibility before the Housing Authority of Danville will process another application for admissions.

**Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]**

Owes rent or other amounts to any PHA in connection with Section 8, public housing, any assisted housing programs, or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

When denying admission due to family debts as shown in HUD’s EIV system, the Housing Authority of Danville will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the Housing Authority of Danville to support the family’s claim. The Housing Authority of Danville will consider the information provided by the family prior to issuing a notice of denial.

**3-III.D. SCREENING**

**Screening for Suitability as a Tenant [24 CFR 960.203(c)]**

Financial responsibility as established through credit reporting

*Past Performance in Meeting Financial Obligations, Especially Rent*

Utility company references covering the monthly amount of utilities, late payment, disconnection, return of a utility deposit and whether the applicant can get utilities turned on in their name. (Use of this inquiry will be reserved for applicants applying for units where there are tenant-paid utilities.)

**3-III.E. CRITERIA FOR DECIDING TO DENY ADMISSION**

**Consideration of Circumstances [24 CFR 960.203(c)(3) and (d)]**

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the Housing Authority of Danville may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Housing Authority of Danville may also consider:

**3-III.F. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING**

Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD’s recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

**Notification**

VAWA requires PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

The Housing Authority of Danville acknowledges that a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the Housing Authority of Danville’s policies.

While the Housing Authority of Danville is not required to identify whether adverse factors that resulted in the applicant’s denial are a result of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the applicant may inform the Housing Authority of Danville that their status as a victim is directly related to the grounds for the denial. The Housing Authority of Danville will request that the applicant provide enough information to the Housing Authority of Danville to allow the Housing Authority of Danville to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a

**Documentation**

***Victim Documentation [24 CFR 5.2007]***

If an applicant claims the protection against denial of admission that VAWA provides to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the Housing Authority of Danville will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-VII.D of this ACOP.

***Perpetrator Documentation***

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

**3-III.G. NOTICE OF ELIGIBILITY OR DENIAL**

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, stalking or human trafficking are contained in Section 3-III.F.

**EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES**

**Individual with Handicaps [24 CFR 8.3]**

1. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

**Chapter 4**

**4-I.B. APPLYING FOR ASSISTANCE**

Families may obtain application forms from the Housing Authority of Danville’s website or from the Housing Authority of Danville’s office during normal business hours. Families may also request – by telephone or by mail – that an application form be sent to the family via first class mail or via email.

Completed applications must be returned to the Housing Authority of Danville by mail, electronically via email, by fax, or submitted in person during normal business hours.

The Housing Authority of Danville will also offer the option to schedule an appointment or drop off applications during early morning, evening, or weekend hours to accommodate applicants who may be unable to appear during regular business hours due to work obligations, inability to obtain child care or transportation, or other hardship reasons.

**4-II.C. OPENING AND CLOSING THE WAITING LIST**

**Reopening the Waiting List**

The Housing Authority of Danville will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The notice will inform applicants of the date, time, method, and place applications can be obtained and submitted, how blank applications may be obtained (e.g., from what addresses, community sites, and websites), all methods by which applications will be accepted (e.g., in person, by phone, by fax, by email), a point of contact who can answer questions, any limitations on who may apply, and any other information the applicant may need to successfully submit the application. The Housing Authority of Danville will describe its prioritization system or whether it uses a lottery and will clearly state that this system will be used to place applicants on the waiting list.

To ensure that public notices broadly reach potential applicants in all communities throughout the housing market area, the Housing Authority of Danville will distribute public notices to local community-based organizations, such as social service agencies and religious institutions; distribute the notice online through the Housing Authority of Danville’s website or social media platforms and other online platforms for local housing news; and make use of any local newspapers of general circulation, minority media, and other suitable means.

The Housing Authority of Danville will give public notice by publishing the relevant information using the following media outlets:

**4-II.F. UPDATING THE WAITING LIST**

**Purging the Waiting List**

As part of the initial pre-application or application, the Housing Authority of Danville will ask the family for their preferred methods of communication, which may include mail, phone, text message, email, or contact through a representative or service provider.

This update request will be sent to the last address that the Housing Authority of Danville has on record for the family as well as any additional contact methods identified by the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant’s name being removed from the waiting list.

When a family is removed from the waiting list during the update process for failure to respond, the Housing Authority of Danville will contact an unresponsive applicant through all means available, which may include via mail, phone, email, and text message. The Housing Authority of Danville will give that family a reasonable period of time to respond with their interest so as to not inadvertently remove an applicant who remains interested but may have moved, changed their contact information, or otherwise are difficult to reach. No informal hearing will be offered in such cases. Such failures to act on the part of the applicant prevent the Housing Authority of Danville from making an eligibility determination; therefore no informal hearing is required.

If a family is removed from the waiting list for failure to respond, the Housing Authority of Danville may reinstate the family if the lack of response was due to Housing Authority of Danville error, to circumstances beyond the family’s control, as a result of a family member’s disability, or as a direct result of status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including an adverse factor resulting from such abuse.

**4-III.B. SELECTION METHOD**

**Local Preferences [24 CFR 960.206]**

Among applicants with the same preference points, date and time of application will be used to determine placement on the waiting list.

**Chapter 5**

**PART II: UNIT OFFERS**

The Housing Authority of **5-II.B. NUMBER OF OFFERS**

Danville has adopted a “one offer plan” for offering units to applicants. Under this plan, the Housing Authority of Danville will determine how many locations within its jurisdiction have available units of suitable size and type in the appropriate type of project. The number of unit offers will be based on the distribution of vacancies. If a suitable unit is available in:

One (1) offer: The applicant will be offered a suitable unit in a location. If the offer is rejected, the applicant will be removed from the waiting list unless there is good cause for refusing the offer. Units will be offered as they become vacant in order to provide the applicant time to make arrangements to make the move.

The Housing Authority of Danville has adopted a “one offer plan” for offering units to applicants. Under this plan the first qualified applicant in sequence on the waiting list will be made on offer of a unit of the appropriate size.

**5-II.D. REFUSALS OF UNIT OFFERS**

**Good Cause for Unit Refusal**

The family demonstrates to the Housing Authority of Danville’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders; other court orders; risk assessments related to witness protection from a law enforcement agency; or documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

**Chapter 6**

**Temporarily Absent Family Members**

Generally an individual who is or is expected to be absent from the assisted unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

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

An employed head, spouse, or cohead absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member***.***

**6-I.E.** **EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16]**

**Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member’s current income with their “baseline income.” The family member’s baseline income is their income immediately prior to qualifying for the EID. The family member’s baseline income remains constant throughout the period that they are participating in the EID.

***Imputing Income from Assets [24 CFR 5.609(b)(3), Notice PIH 2012-29***]

The Housing Authority of Danville will review the passbook rate annually. The rate will not be adjusted unless the current Housing Authority of Danville rate is no longer within 0.75 percent of the national rate. If it is no longer within 0.75 percent of the national rate, the passbook rate will be set at the current national rate.

The effective date of changes to the passbook rate will be determined at the time of the review.

***Equity in Real Property or Other Capital Investments***

In determining the equity, the Housing Authority of Danville will determine market value by examining the most recent market value assessment as recorded by the PVA.

**Lump-Sum Payments for the Delayed Start of a Periodic Payment**

**Treatment of Overpayment Deductions from Social Security Benefits**

**Applying SSA COLA to Current Annual and Interim Reexaminations**

Effective the day after SSA has announced the COLA, Housing Authority of Danvilles are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1st or later of the upcoming year [Notice PIH 2018-24].

**6-II.F.** **CHILD CARE EXPENSE DEDUCTION**

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

**Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

***Necessary and Reasonable Costs***

To establish the reasonableness of child care costs, the Housing Authority of Danville will use the schedule of child care costs from a qualified local entity that either subsidizes child care costs or licenses child care providers. Families may present, and the Housing Authority of Danville will consider, justification for costs that exceed typical costs in the area.

**6-II.G. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)]**

The Housing Authority of Danville has opted to allow as a deductible the full cost out-of-pocket medical, vision and dental insurance costs for working families to be used as a permissive deduction.

**6-III.A.** **OVERVIEW OF INCOME-BASED RENT CALCULATIONS**

* The alternative non-public housing rent, as determined in accordance with 24 CFR 960.102

Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]

The Housing Authority of Danville chooses to use ceiling rents equal to flat rent.

**Implementation of Hardship Exemption**

***Determination of Hardship***

|  |  |  |  |
| --- | --- | --- | --- |
| **Example: Impact of Minimum Rent Exemption**  Assume the Housing Authority of Danville has established a minimum rent of $50. | | | |
| **TTP – No Hardship** | | **TTP – With Hardship** | |
| $0  $15  N/A  $50 | 30% of monthly adjusted income  10% of monthly gross income  Welfare rent  Minimum rent | $0  $15  N/A  $50 | 30% of monthly adjusted income  10% of monthly gross income  Welfare rent  Minimum rent |
| Minimum rent applies.  TTP = $50 | | Hardship exemption granted.  TTP = $15 | |

***Temporary Hardship***

If the Housing Authority of Danville determines that a qualifying financial hardship is temporary, the Housing Authority of Danville must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the Housing Authority of Danville the amounts suspended. HUD requires the Housing Authority of Danville to offer a reasonable repayment agreement, on terms and conditions established by the Housing Authority of Danville. The Housing Authority of Danville also may determine that circumstances have changed and the hardship is now a long-term hardship.

**6-III.C.** **UTILITY ALLOWANCES [24 CFR 965, Subpart E]**

**Reasonable Accommodation and Individual Relief**

On request from a family, PHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

Further, the Housing Authority of Danville may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the Housing Authority of Danville deems appropriate. The family must request the higher allowance and provide the Housing Authority of Danville with an explanation about the additional allowance required.

Housing Authority of Danville should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company [Utility Allowance GB, p. 19; 24 CFR 965.508].

Housing Authority of Danville Policy

The family must request the higher allowance and provide the Housing Authority of Danville with information about the amount of additional allowance required.

The Housing Authority of Danville will consider the following criteria as valid reasons for granting individual relief:

The family’s consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.

The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.

The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, the Housing Authority of Danville will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or Housing Authority of Danville may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all residents at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. The Housing Authority of Danville will also provide information on utility relief programs or medical discounts (sometimes referred to as “Medical Baseline discounts”) that may be available through local utility providers.

The family must request the higher allowance and provide the Housing Authority of Danville with information about the amount of additional allowance required.

At its discretion, the Housing Authority of Danville may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or Housing Authority of Danville-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

**Utility Allowance Revisions [24 CFR 965.507]**

The Housing Authority of Danville must review at least annually the basis on which utility allowances have been established and, if reasonably required in order to continue adherence to standards described in 24 CFR 965.505, must establish revised allowances.

The Housing Authority of Danville must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes are not subject to the 60-day notice [24 CFR 965.507(b)].

The tenant rent calculations must reflect any changes in the Housing Authority of Danville’s utility allowance schedule [24 CFR 960.253(c)(3)].

The Housing Authority of Danville reviews the utility calculations on an annual basis. The Housing Authority of Danville owns all of the utilities that are provided. Allowances are revised based on up-grade to the units performed through the Capital Fund Program that will affect utility consumption. Allowances are revised based on consumption and not on utility cost. Utility rates are adjusted monthly based on actual rate paid to each utility.

**6-III.D.** **PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Except for non-public housing over income families, the Housing Authority of Danville must prorate the assistance provided to a mixed family. The Housing Authority of Danville will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the Housing Authority of Danville must:

**6-III.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]**

**Family Choice in Rents [24 CFR 960.253(a) and (e)]**

With the exception of non-public housing over income families, once each year, the Housing Authority of Danville must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. The Housing Authority of Danville must document that flat rents were offered to families under the methods used to determine flat rents for the Housing Authority of Danville.

**Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]**

With the exception of non-public housing over-income families, a family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If the Housing Authority of Danville determines that a financial hardship exists, the Housing Authority of Danville must immediately allow the family to switch from flat rent to the income-based rent.

**Chapter 7**

**Requirements for Acceptable Documents**

Any family self-certifications must be made in a format acceptable to the Housing Authority of Danville and must be signed ~~in the presence of a PHA representative or PHA notary public~~ by the family member whose information or status is being verified.

***EIV Income and IVT Reports***

The Housing Authority of Danville will obtain income and IVT reports for annual reexaminations ~~on a monthly basis~~. Reports will be generated as part of the regular reexamination process.

**Written Third-Party Verification [Notice PIH 2018-18]**

As verification of earned income, the Housing Authority of Danville will require the family to provide the two most current, consecutive pay stubs. At the Housing Authority of Danville’s discretion, if additional paystubs are needed due to the family’s circumstances (e.g., sporadic income, fluctuating schedule, etc.), the Housing Authority of Danville may request additional paystubs or a payroll record.

**Part II: Verifying FAMILY INFORMATION**

**7-II.A. VERIFICATION OF LEGAL IDENTITY**

If none of these documents can be provided and at the Housing Authority of Danville’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to the Housing Authority of Danville and be signed by the family member whose information or status is being verified.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the Housing Authority of Danville has reason to doubt the identity of a person representing themselves to be a tenant or a member of a tenant family.

**7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS**

**Social Security/SSI Benefits**

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the Housing Authority of Danville must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 60 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the Housing Authority of Danville should [help](http://help) the applicant request a benefit verification letter from SSA’s website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. The Housing Authority of Danville must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the Housing Authority of Danville must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

* If the participant agrees with the amount reported in EIV, the Housing Authority of Danville must use the EIV-reported gross benefit amount to calculate annual income from Social Security. Housing Authority of Danvilles are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as $450.80 and EIV displays the amount as $450.00. The Housing Authority of Danville must use the EIV-reported amount unless the participant disputes the amount.
* If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the Housing Authority of Danville must request a current SSA benefit verification letter (dated within the last 60 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the Housing Authority of Danville should [help](http://help) the participant request a benefit verification letter from SSA’s website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. The Housing Authority of Danville must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.
* Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

**7-IV.C. DISABILITY ASSISTANCE EXPENSES**

***Attendant Care***

**7-IV.D. CHILD CARE EXPENSES**

**Pursuing an Eligible Activity**

*Furthering Education*

The Housing Authority of Danville will request third-party documentation to verify that the person permitted to further their education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

**Chapter 8**

**PART I: LEASING**

**8-I.A. OVERVIEW**

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that the Housing Authority of Danville may not renew the lease if the family has violated the community service requirement and if the family is determined to be over income for 24 consecutive months [24 CFR 966.4(a)(2)].

Housing Authority of Danville must adopt smoke-free policies, which HUD required to be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

For policies on lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months, see 13-III.C., Over-Income Families.

**Orientation Agenda**

The HUD pamphlet on lead-based paint entitled, “Protect Your Family from Lead in Your Home.”

**8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]**

Within 40 days of move-out, the Housing Authority of Danville will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

**Late Fees and Nonpayment [24 CFR 966.4(b)(3); Notice PIH 2021-29]**

If the family fails to pay their rent by the fifth day of the month, and the Housing Authority of Danville has not agreed to accept payment at a later date, a 30-day Notice to Vacate (during nationwide emergency orders) or a 14-day Notice to Vacate (upon expiration of nationwide emergency orders) will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

When a check, or direct debit, is returned for insufficient funds, has a stop payment issued or is written on a closed account, the rent will be considered unpaid and a returned check fee of $25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

**8-I.G. MINIMUM HEATING STANDARDS [Notice PIH 2018-19]**

Minimum temperature capability:

The Housing Authority of Danville has flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the design day temperature.[1] At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:

1. The outside temperature reaches or drops below the design day temperature,

or

2. The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [1] Design-day temperature refers to the lowest expected outdoor temperature that a heating system was designed to accommodate and still maintain the desired indoor temperature. This should translate, depending on local building code, to an outdoor temperature in the 1st to 5th percentiles of low outdoor temperatures for an area. For example, for Washington, DC the design day temperature is around 17°F. This means that 97.5% of the time the outside temperature will be at least 17°F. Therefore, a properly sized heating system in Washington, DC should be able to maintain a building’s indoor temperature at 68°F when it is at least 17°F outside.

**8-II.B. TYPES OF INSPECTIONS**

**Move-Out Inspections [24 CFR 966.4(i)]**

The Housing Authority of Danville must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if they wish, unless the tenant vacates without notice to the Housing Authority of Danville.

**8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS**

**Notice of Entry**

***Non-emergency Entries [24 CFR 966.4(j)(1)]***

Except for emergencies, management will not enter the dwelling unit to perform inspections where a pet resides unless one of the following:

* The Housing Authority employee is accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.
* The pet is securely confined in a size appropriate crate.

**Attendance at Inspections**

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if they wish.

**Emergency Repairs [24 CFR 966.4(h)]**

In situations where the unit or building has a fuel burning appliance or an attached garage, missing or inoperable carbon monoxide detectors

**Non-emergency Repairs**

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless one of the following:

* The Housing Authority employee is accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.
* The pet is securely confined:
  + In a bedroom away from the repair(s) needed
  + In a size appropriate crate, away from the repair(s) needed.

**Effective Date**

The smoke-free policy is effective for all residents, household members, employees, guests, and service persons as of April 1, 2018.

**Chapter 9**

With the exception of non-public housing over income families, the Housing Authority of Danville is required to reexamine each family’s income and composition periodically, and to adjust the family’s rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

**9-I.A. OVERVIEW**

For those families who choose to pay income-based rent, the Housing Authority of Danville must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the Housing Authority of Danville must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. For any non-public housing over income families, the Housing Authority of Danville may not conduct an annual reexamination of family income. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

**9-I.C. SCHEDULING ANNUAL REEXAMINATIONS**

If the family transfers to a new unit, the PHA will perform a new annual reexamination based on the reexamination date assigned to that site unless that new date would exceed the 12-month period. In cases where more than 12-months would lapse between reexaminations, a reexamination would be performed on the date of transfer and then with the next reexamination scheduled for the new unit.

**9-I.D. CONDUCTING ANNUAL REEXAMINATIONS**

Any required documents or information that the family is unable to provide at the time of the interview or any stated deadline must be provided within 10 business days of the interview.If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

**9-I.E. EFFECTIVE DATES**

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on October 1st of each year, except for Latimer Heights and Arnold Tower residents which will take effect April 1st, and the family will be notified at least 30 days in advance.

If the Housing Authority of Danville chooses to schedule an annual reexamination for completion prior to the family’s scheduled date for administrative purposes, the effective date will be determined by the Housing Authority of Danville, but will always allow for the 30-day notice period.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on October 1st, except for Latimer Heights and Arnold Towers residents who will be effective April 1st.

**PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS**

**[24 CFR 960.253(f)]**

**9-II.A. OVERVIEW**

For families who choose flat rents, the Housing Authority of Danville must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.253(f)The Housing Authority of Danville is only required to provide the amount of income-based rent the family might pay in those years that the Housing Authority of Danville conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

**9-II.C. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)**

**Conducting Annual Updates**

Families generally are required to participate in an annual update interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member’s disability, the family should contact the PHA to request a reasonable accommodation.

Notification of annual update interviews will be sent by first-class mail, or hand delivered to the unit by Housing Authority of Danville personnel, and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, the PHA will send a second notification with a new interview appointment time.

Families will be asked to bring all required information (as described in the notice) to the annual update appointment. Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview.If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If a family fails to attend two scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other assistant may assist the family in the interview process.

***Required Reporting***

The Housing Authority of Danville will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family’s rent will change as a result of the increase, or a non-EID family has increase in income in excess of 25% of the total income into the household. In all other cases, the Housing Authority of Danville will note the information in the tenant file but will not conduct an interim reexamination.

**Effective Dates**

If the tenants rent is to *decrease*:

If the family causes a delay in processing the interim reexamination, d*ecreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

**Chapter 10**

**Support Animals (Assistance Animals other than Service Animals)**

* If the person has an observable disability, the Housing Authority of Danville already has information giving them reason to believe the person has a disability, or the person has provided information supporting that they have a disability, then has the person provided information that reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual’s disability?

**10-I.C. CARE AND HANDLING**

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers.

**10-II.B. MANAGEMENT APPROVAL OF PETS**

**Registration of Pets**

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s), has been spayed or neutered, and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

**Pet Agreement**

The pet agreement is the resident’s certification that they have received a copy of the Housing Authority of Danville’s pet policy and applicable house rules, that they have read the policies and/or rules, understand them, and agree to comply with them.

The resident further certifies by signing the pet agreement that they understand that noncompliance with the Housing Authority of Danville’s pet policy and applicable house rules may result in the withdrawal of Housing Authority of Danville approval of the pet or termination of tenancy.

**10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]**

Cat declawing is not a requirement or condition of pet ownership in public housing and HUD encourages PHAs to refrain from engaging in this practice [New PH OCC GB, *Pet Ownership,* p. 9].

**10-II.D. PET RULES**

Pet owners are permitted to exercise pets or permit pets to deposit waste on project premises, other than areas designated as no pet. Owner must immediately remove such waste and deposit in a trash container.

**Pet Care**

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage Housing Authority of Danville property.

**Inspections and Repairs**

Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless one of the following:

* The Housing Authority employee is accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks.
* The pet is securely confined:
  + In a bedroom away from the repair(s) needed. (Applicable to repairs only)
  + In a size appropriate crate. (Anywhere in apartment for inspection, but away from the repair(s) needed by maintenance.)

Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

**10-III.B. PET DEPOSITS**

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is $200.00, and must be paid in full before the pet is brought on the premises.

**PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

Pet owners are required to pay a pet deposit of $200 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

**Refund of Deposit**

The Housing Authority of Danville will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 40 days of move-out or removal of the pet from the unit.

**10-IV.C. NON-REFUNDABLE NOMINAL PET FEE**

The Housing Authority of Danville does not charge a non-refundable nominal pet fee.

Chapter 11

**Definitions**

***Exempt Individual [24 CFR 960.601(b), Notice PIH 2015-12]***

The Housing Authority of Danville will consider 20 hours per week or 1040 hours over a 12-month period as the minimum number of hours needed to qualify for a work activity exemption.

A two-month exempted period from community service will be allowed to new mothers. This period may be the birth month and either the month prior or the month following the birth or combination thereof.

Is a member of a non-public housing over-income family.

**Notification Requirements [24 CFR 960.605(c)(2), Notice PIH 2015-12,   
Notice PIH 2016- 06]**

The Housing Authority of Danville will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family’s request.

**11-I.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]**

Where the lease term does not coincide with the effective date of the annual reexamination, the Housing Authority of Danville will not change the effective date of the annual reexamination to coincide with the lease term.

**Change in Status between Annual Determinations**

*Determination of Initial Compliance*

When an adult family member becomes subject to community service, they must perform 8 hours of community service for the months they are subject to the requirement before the end of the lease term (anniversary date).

**11-I.E. NONCOMPLIANCE**

**Noncompliant Residents**

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement and families determined to be over-income for 24 consecutive months. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term [24 CFR 960.603(b)].

**Housing Authority of Danville Program Design**

**EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY**

* Is a member of a non-public housing over-income family.

**Chapter 12**

**12-I.B. EMERGENCY TRANSFERS**

A verified incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For instances of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the threat may be established through documentation outlined in section 16-VII.D. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP), although, the Housing Authority of Danville may waive this requirement in order to expedite the transfer process.

**12-I.C. EMERGENCY TRANSFER PROCEDURES**

Any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours.

If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the Housing Authority of Danville will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the Housing Authority of Danville will follow procedures outlined in Exhibit 16-4.

**12-I.D. COSTS OF TRANSFER**

The Housing Authority of Danville will bear the reasonable costs of temporarily accommodating the tenant and of long-term transfers, if any, due to maintenance conditions.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

Rather than reimbursing the family for eligible, reasonable expenses related to the move, the Housing Authority of Danville will either complete the move, or make arrangements and pay for the move.

**Demolition, Disposition, Revitalizations, or Rehabilitation, Including Rental Assistance Demonstration (RAD) Conversions Transfers**

**12-II.D. COST OF TRANSFER**

Rather than reimbursing the family for eligible, reasonable expenses related to the move, the Housing Authority of Danville will either complete the move, or make arrangements and pay for the move.

**12-III.C. ELIGIBILITY FOR TRANSFER**

Exceptions will also be made when the Housing Authority of Danville determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP. Tenants who are not in good standing may still request an emergency transfer under VAWA.

**12-III.E. COST OF TRANSFER**

The resident will bear all of the costs of transfer s/he requests. However, the Housing Authority of Danville will bear the transfer costs when the transfer is for a resident with a disability to an accessible unit as an accommodation for the resident’s disability

**12-III.F. HANDLING OF REQUESTS**

The Housing Authority of Danville will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking in accordance with section 16-VII.D of this ACOP.

**12-IV.D. GOOD CAUSE FOR UNIT REFUSAL**

The family demonstrates to the Housing Authority of Danville’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, stalking, or human trafficking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

**12-IV.F. REEXAMINATION POLICIES FOR TRANSFERS**

The reexamination date will follow the policy as outlined in 9.I.C.

**Chapter 13**

**INTRODUCTION**

Part II: Termination by Housing Authority of Danville - Mandatory. This part describes circumstances when termination of the lease by the Housing Authority of Danville is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements and families that have been over the income limit for 24 consecutive months.

**PART I: TERMINATION BY TENANT**

Due to some unforeseen circumstances beyond their control, the Housing Authority of Danville, with approval from the Executive Director, Deputy Director or Interim Director, may waive this notice to vacate binding agreement.

**13-II.J. OVER\_INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]**

In the public housing program, an *over-income family* is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the Housing Authority of Danville must either:

* Terminate the family’s tenancy within six months of the Housing Authority of Danville’s final notification of the end of the 24-month grace period; or
* Within 60 days of the Housing Authority of Danville’s final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

The Housing Authority of Danville must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

Housing Authority of Danville Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the Housing Authority of Danville 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 continued occupancy policies below.

**Over-Income Limit [Notice PIH 2019-11]**

The Housing Authority of Danville must

Housing Authority of Danville Policy

The Housing Authority of Danville

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
| **Over-Income Limit** | 56,640 | 64,680 | 72,720 | 80,760 | 87,240 | 93,720 | 100,200 | 106,680 |

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

**Decreases in Income [24 CFR 960.507(c)(4)]**

If, at any time during the consecutive 24-month period following the initial over-income determination, the Housing Authority of Danville determines that the family’s income is below the over-income limit, the Housing Authority of Danville’s over-income policies no longer apply to the family. If the Housing Authority of Danville later determines that the family’s income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

Housing Authority of Danville Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with Housing Authority of Danville policy in Chapter 9.

The Housing Authority of Danville will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.

**Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]**

If the Housing Authority of Danville determines the family has exceeded the over-income limit during an annual or interim reexamination, the Housing Authority of Danville must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the Housing Authority of Danville following its continued occupancy policy for over-income families. The Housing Authority of Danville must afford the family an opportunity for a hearing if the family disputes within a reasonable time the Housing Authority of Danville’s determination that the family has exceeded the over-income limit.

Housing Authority of Danville Policy

At annual or interim reexamination, if a family’s income exceeds the applicable over-income limit, within 10 business days the Housing Authority of Danville will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the Housing Authority of Danville’s over-income policies. The notice will state that the family may request a hearing if the family disputes the Housing Authority of Danville’s determination in accordance with Housing Authority of Danville policies in Chapter 14.

**Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]**

The Housing Authority of Danville must conduct an income examination 12 months after the initial over-income determination, unless the Housing Authority of Danville determined the family’s income fell below the over-income limit since the initial over-income determination. If the Housing Authority of Danville determines the family continues to exceed the over-income limit for 12 consecutive months, the Housing Authority of Danville must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the Housing Authority of Danville following its continued occupancy policy for over-income families. Additionally, if applicable under Housing Authority of Danville policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family’s unit. The Housing Authority of Danville must afford the family an opportunity for a hearing if the family disputes within a reasonable time the Housing Authority of Danville’s determination that the family has exceeded the over-income limit.

Housing Authority of Danville Policy

If a family’s income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the Housing Authority of Danville will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the Housing Authority of Danville’s over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the Housing Authority of Danville’s determination in accordance with Housing Authority of Danville policies in Chapter 14.

**Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]**

Unless the Housing Authority of Danville determined the family’s income fell below the over-income limit since the second over-income determination, the Housing Authority of Danville must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the Housing Authority of Danville must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the Housing Authority of Danville will follow its continued occupancy policies for over-income families. The Housing Authority of Danville must afford the family an opportunity for a hearing if the family disputes within a reasonable time the Housing Authority of Danville’s determination that the family has exceeded the over-income limit.

Housing Authority of Danville Policy

If a family’s income exceeds the applicable over-income limit for 24 consecutive months, the Housing Authority of Danville will notify the family in writing of the determination within 10 business days of the date of the determination. The notice will state that the family will be charged the alternative non-public housing rent in accordance with Housing Authority of Danville continued occupancy policies and HUD regulations and provide the family’s new rent amount.

The notice will also include a new non-public housing lease and inform the family that the lease must be executed by the family and the Housing Authority of Danville no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The Housing Authority of Danville will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over-income family pays the Housing Authority of Danville the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over-income family was required to execute the new lease.

Once the family signs the new non-public housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families.

The non-public housing over-income lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the Housing Authority of Danville may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.

Upon execution of the lease, the tenant will be required pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the Housing Authority of Danville in accordance with HUD regulations. The Housing Authority of Danville will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.

**13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]**

**Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]**

HUD regulations state that the Housing Authority of Danville may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the Housing Authority of Danville to only those examples. The Violence against Women Act prohibits Housing Authority of Danville from considering incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking as “other good cause” for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such violence [see 24 CFR 5.2005(c)(1)].

***Family Absence from Unit [24 CFR 982.551(i)]***

If a family is absent from the public housing unit for more than 90 consecutive days, and the family does not adequately verify that they are living in the unit, the Housing Authority of Danville will terminate the lease for other good cause.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |

**13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY**

Additionally, under the Violence against Women Act, the Housing Authority of Danville may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

**13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY**

**Consideration of Circumstances [24 CFR 966.4(l)(5)(vii)(B)]**

The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

**13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING**

This section addresses the protections against termination of tenancy that the Violence against Women Act (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking. For general VAWA requirements and Housing Authority of Danville policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

* Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD’s recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Housing Authority of Danville and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

**Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]**

While VAWA prohibits a Housing Authority of Danville from using domestic violence, dating violence, sexual assault, stalking, or human trafficking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

* VAWA does not limit the Housing Authority of Danville’s otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking providing that the Housing Authority of Danville does not subject the victim to a more demanding standard than the standard to which it holds other tenants.

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the Housing Authority of Danville will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If the tenant wishes to contest the Housing Authority of Danville’s determination that they are an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

**Documentation of Abuse [24 CFR 5.2007]**

Housing Authority of Danville Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking claims protection under VAWA, the Housing Authority of Danville will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

**Terminating or Evicting a Perpetrator of Domestic Violence**

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the Housing Authority of Danville the explicit authority to bifurcate a lease, or remove a household member from a lease, “in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing” [FR Notice 8/6/13]. Moreover, HUD regulations impose on the Housing Authority of Danville the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, stalking, or human trafficking [see 24 CFR 966.4(e)(9)].

If the Housing Authority of Danville does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the Housing Authority of Danville must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the Housing Authority of Danville must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered under VAWA.

**13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3); Notice PIH 2021-29]**

Further, during the period of time for which HUD determines that a national emergency requires additional time for families to secure funding, all termination notifications for nonpayment of rent must include, at a minimum, the language provided in the Appendix of Notice PIH 2021-29.

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13‑III.F and 16-VII.D.

**Timing of the Notice [24 CFR 966.4(l)(3)(i); 24 CFR 966.8; Notice PIH 2021-29]**

The Housing Authority of Danville must give written notice of lease termination of:

* During the period of time for which HUD determines that a national emergency requires additional time for families to secure federal funding that is available due to a Presidential declaration of a national emergency, at least 30 days from the date the tenant receives the notice in the case of failure to pay rent
* When such emergency is not present, 14 calendar days in the case of failure to pay rent

The Housing Authority of Danville will give written notice of 30 calendar days from the date the tenant receives the notice for nonpayment of rent (during nationwide emergency orders) or 14 calendar days from the date the tenant receives the notice for nonpayment of rent (upon expiration of nationwide emergency orders). For all other lease terminations, the Housing Authority of Danville will give 30 days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

Any Notice to Vacate or Notice to Quit that is required by state or local law will run concurrently with the Notice of Lease Termination under this section.

Chapter 14

**14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]**

**Notice of Denial [24 CFR 960.208(a)]**

When denying eligibility for admission, the Housing Authority of Danville must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

If the Housing Authority of Danville informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

Regarding the processes involved in a remote informal hearing;

That the Housing Authority of Danville will provide technical assistance prior to and during the informal hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform the Housing Authority of Danville and the Housing Authority of Danville will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate.

**Remote Informal Hearings [Notice PIH 2020-32]** There is no requirement that informal hearings be conducted in-person, and as such, HUD allows Housing Authority of Danville to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the Housing Authority of Danville chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

**Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. Housing Authority of Danville may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual’s disability, the Housing Authority of Danville may not hold against the individual their inability to participate in the remote informal review, and the Housing Authority of Danville should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

**Conducting Remote Informal Hearings** **[Notice PIH 2020-32]**

The Housing Authority of Danville must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the Housing Authority of Danville. The Housing Authority of Danville should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the Housing Authority of Danville must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The Housing Authority of Danville must ensure that the applicant has the right to hear and be heard. All Housing Authority of Danville policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

Housing Authority of Danville Policy

The Housing Authority of Danville will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the Housing Authority of Danville will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the Housing Authority of Danville of any known barriers. The Housing Authority of Danville will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal hearing is to be conducted remotely, the Housing Authority of Danville will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The Housing Authority of Danville will scan and email copies of these documents to the Housing Authority of Danville representative and to the person conducting the informal hearing the same day.

Documents will be shared electronically whenever possible.

The Housing Authority of Danville will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The Housing Authority of Danville will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

**14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]**

The Housing Authority of Danville will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the Housing Authority of Danville office within 10 business days of the grievable event. Within 10 business days of receipt of the request the Housing Authority of Danville will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by the Housing Authority of Danville or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.

**Scheduling of Hearings [24 CFR 966.56(a)]**

If the Housing Authority of Danville hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the processes involved in a remote grievance hearing;

That the Housing Authority of Danville will provide technical assistance prior to and during the hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the Housing Authority of Danville and the Housing Authority of Danville will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

14-III.G. REMOTE HEARINGS [Notice PIH 2020-32]

There is no requirement that grievance hearings be conducted in-person, and as such, HUD allows Housing Authority of Danvilles to conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the Housing Authority of Danville chooses to conduct remote grievance hearings, applicants may still request an in-person hearing, as applicable.

Discovery of Documents Before the Remote Hearing

If the hearing is to be conducted remotely, the Housing Authority of Danville will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The Housing Authority of Danville will scan and email copies of these documents to the hearing officer and the Housing Authority of Danville representative the same day they are received.

Ensuring Accessibility for Persons with Disabilities ad LEP Individuals

As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. Housing Authority of Danville may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote grievance hearings.

If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual’s disability, the Housing Authority of Danville may not hold against the individual their inability to participate in the remote grievance hearing, and the Housing Authority of Danville should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote grievance hearings.

Conducting Hearings Remotely

The Housing Authority of Danville must ensure that the lack of technology or inability to use technology for remote grievance hearings does not pose a disadvantage to families that may not be apparent to the Housing Authority of Danville. The Housing Authority of Danville should determine through a survey or other means if these barriers exist prior to conducting the remote grievance hearing and, if the family does not have the proper technology to fully participate, either postpone the hearing or provide an alternative means of access.

As with in-person grievance hearings, the Housing Authority of Danville must provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The Housing Authority of Danville’s essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all Housing Authority of Danville policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

Housing Authority of Danville Policy

The Housing Authority of Danville will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the Housing Authority of Danville will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the Housing Authority of Danville of any known barriers. The Housing Authority of Danville will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The Housing Authority of Danville will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The Housing Authority of Danville will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

**General Procedures [24 CFR 966.56(d), (e)]**

*Hearsay Evidence* is evidence based not on a witness’ personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

**14-III.I. DECISION OF THE HEARING OFFICER [24 CFR 966.57]**

**Summary of the Evidence**: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

**EXHIBIT 14-1: GRIEVANCE PROCEDURE**

**The sample procedure provided below is a sample only and is designed to match up with the default policies in the model ACOP. If your Housing Authority of Danville has made further policy decisions after NMA has provided you with this chapter, you would need Definitions applicable to the grievance procedure [24 CFR 966.53].**

1. **Introduction**

Public housing tenants have the right to request a grievance hearing for any Housing Authority of Danville action or failure to act in accordance with the tenant’s lease.

Grievance procedures do not apply in the following circumstances:

* 1. Disputes between tenants not involving the Housing Authority of Danville or class grievances [24 CFR 966.51(b)].
  2. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Housing Authority of Danville’s Board of Commissioners [24 CFR 966.51(b)].
  3. When the Housing Authority of Danville is in a HUD-declared due process state, HUD allows the Housing Authority of Danville to exclude from the Housing Authority of Danville grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
     1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority of Danville;
     2. Any violent or drug-related criminal activity on or off such premises; or
     3. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

1. **Definitions [24 CFR 966.53]**

**E. Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the Housing Authority of Danville as lessee of the dwelling unit, or if no such person now resides in the unit, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.

1. **This grievance procedure [24 CFR 966.51]**

This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

1. **Informal settlement of a grievance [24 CFR 966.54]**

Any grievance request must be personally presented, either orally or in writing (including email), to the Housing Authority of Danville’s central office or the management office of the development in which the tenant resides within 10 days after the violation.

As soon as the grievance request is received, it will be reviewed by the Housing Authority of Danville to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance, the Housing Authority of Danville will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(l)(3)(i)(C)(v)(B)].

Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal settlement, the tenant will present their grievance.

Within five business days following the informal settlement, the Housing Authority of Danville will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant’s file.

1. **Requesting a formal grievance hearing**

If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal settlement.

The written request must specify the reasons for the request and the action or relief sought from the Housing Authority of Danville.

1. **Selecting the hearing officer**

A grievance hearing will be conducted by an impartial person appointed by the Housing Authority of Danville as described below:

1. The hearing officer will be appointed directly by the executive director.
2. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 066.54(e)].
3. The Housing Authority of Danville’s method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].
4. **Scheduling hearings [24 CFR 966.56(a)]**

When a tenant submits a timely request for a grievance hearing, the Housing Authority of Danville will immediately appoint an impartial hearing officer.

Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, Housing Authority of Danville, and hearing officer will be notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, the Housing Authority of Danville will also include information on the remote hearing process.

The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.

1. **Procedures governing the hearing [24 CFR 966.56]**

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

* 1. The opportunity to examine any Housing Authority of Danville documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy Housing Authority of Danville documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If the Housing Authority of Danville does not make the document available for examination upon request by the tenant, the Housing Authority of Danville may not rely on such document at the grievance hearing.

* 1. The right to be represented by counsel or any other person chosen as the tenant’s representative, at the tenant’s expense, and to have such person make statements on the tenant’s behalf.
  2. The right to a private hearing unless the tenant requests a public hearing.
  3. The right to present evidence and arguments in support of the tenant’s complaint, to refute evidence relied on by the Housing Authority of Danville or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority of Danville or project management relies.
  4. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The Housing Authority of Danville and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or the Housing Authority of Danville may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

The Housing Authority of Danville must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The Housing Authority of Danville must comply with HUD’s requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at: <https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq>

1. **Remote Hearings**

The Housing Authority of Danville has the authority to require that hearings be conducted remotely in certain situations.

1. **Failure to appear at the hearing**

If the tenant does not arrive within 15 minutes of the scheduled time, it will be considered a failure to appear, which means they have given up their right to a hearing.

Both the tenant and the Housing Authority of Danville must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the Housing Authority of Danville’s disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

1. **Decision of the hearing officer [24 CFR 966.57]**

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business daysafter the hearing. A copy of the decision will be sent to the tenant and the Housing Authority of Danville.

The decision of the hearing officer will be binding on the Housing Authority of Danville unless the Housing Authority of Danville’s Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

1. The grievance does not concern Housing Authority of Danville action or failure to act in accordance with or involving the tenant’s lease or Housing Authority of Danville regulations, which adversely affect the tenant’s rights, duties, welfare, or status; or
2. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the Housing Authority of Danville.

When the Housing Authority of Danville considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to the Housing Authority of Danville Board of Commissioners within 10 business days of the date of the hearing officer’s decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer’s decision, it must notify the tenant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the Housing Authority of Danville or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant’s right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

**Chapter 16**

**Utility Allowance Revisions [24 CFR 965.507]**

The Housing Authority of Danville must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505. The review must include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the Housing Authority of Danville) indicating probability of a significant change in reasonable requirements and changes in utility rates [24 CFR 965.507(a)].

The Housing Authority of Danville must revise its allowances for resident-purchased utilities if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective. Such rate changes are not subject to the 60-day notice [24 CFR 965.507(b)].

**16-I.E. REASONABLE ACCOMMODATION AND INDIVIDUAL RELIEF [24 CFR 965.508]**

On request from a family, Housing Authority of Danville must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [24 CFR 8 and 100, PH Occ GB, p. 172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

Further, the Housing Authority of Danville may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the Housing Authority of Danville deems appropriate. The family must request the higher allowance and provide the Housing Authority of Danville with information about the additional allowance required.

Housing Authority of Danville should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company [Utility Allowance GB, p. 19, 24 CFR 965.508].

**16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH 2022-33]**

The 2015 Appropriations Act permits PHAs to apply for an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the Housing Authority of Danville can demonstrate, through the submission of a market analysis, that these FMRs do not reflect the market value of a particular property or unit and HUD agrees with the Housing Authority of Danville’s analysis. The market analysis must be submitted using form HUD-5880, “Flat Rent Market Analysis Summary.”

Housing Authority of Danville must receive written HUD approval before implementing exception flat rents. Housing Authority of Danville with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH 2022-33.

Housing Authority of Danville is now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit’s utility allowance, if any.

**Applying Flat Rents**

The Housing Authority of Danville will apply updated flat rents at each family’s next annual reexamination or flat rent update after implementation of the new flat rents.

**PART III: FAMILY DEBTS TO THE Housing Authority of Danville**

**16-III.A. OVERVIEW**

Families are required to reimburse the Housing Authority of Danville if they were charged less rent than required because the family either underreported or failed to report income. Housing Authority of Danville is required to determine retroactive rent amounts as far back as the Housing Authority of Danville has documentation of family unreported income [Notice PIH 2018-18].

**16-III.B. REPAYMENT POLICY**

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Housing Authority of Danville will terminate the family’s tenancy in accordance with the policies in Chapter 13 and pursue other modes of collection.

**Refusal to Enter into An Agreement**

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the Housing Authority of Danville will terminate the family’s tenancy.

**Repayment Agreement [24 CFR 792.103]**

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the Housing Authority of Danville in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

***Payment Thresholds***

Notice PIH 2018-18 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income, which is considered “affordable.” Moreover, Notice PIH 2018-18 acknowledges that Housing Authority of Danvilles have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

***Execution of the Agreement***

All repayment agreements must be in writing, dated, and signed by both the family and the Housing Authority of Danville [Notice PIH 2018-18].

***Late or Missed Payments***

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the Housing Authority of Danville will terminate tenancy in accordance with the policies in Chapter 13.

***Repayment Agreement Terms***

All repayment agreements must be in writing, dated, signed by both the family and the Housing Authority of Danville, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Notice PIH 2018-18 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

**16-V.B. RECORD RETENTION**

The Housing Authority of Danville must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy but for a period not to exceed three years from the EOP date [Notice PIH 2018-18].

The Housing Authority of Danville must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy and for three years from the end of participation date.

Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, the equal access final rule, or VAWA

**PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY**

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the public housing program. If your state or local laws provide greater protection for such victims, those apply in conjunction with VAWA.

* Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD’s recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

16-VII.B. DEFINITIONS [24 CFR 5.2003, FR Notice 8/6/13]

* The term *domestic violence* includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
* The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
* A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
* A person with whom the victim shares a child in common
* A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
* The term *economic abuse* means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:
* Restrict a person’s access to money, assets, credit, or financial information
* Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage
* Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
* The term *stalking* means:
* To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.
* The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
* Internet enabled devices
* Online spaces and platforms
* Computers
* Mobile devices
* Cameras and imaging programs
* Apps
* Location tracking devices
* Communication technologies
* Any other emergency technologies

**16-VII.D. DOCUMENTATION [24 CFR 5.2007]**

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The Housing Authority of Danville may extend this time period at its discretion. [24 CFR 5.2007(a)]

* + 1. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The Housing Authority of Danville may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [FR Notice 11/16/16].

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

**Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

If the Housing Authority of Danville accepts an individual’s statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the Housing Authority of Danville will document acceptance of the statement or evidence in the individual’s file.

**16-VII.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]**

All information provided to the Housing Authority of Danville regarding domestic violence, dating violence, sexual assault, stalking, or human trafficking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, must be retained in confidence. This means that the Housing Authority of Danville (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.