



GOBIERNO DE PUERTO RICO
ADMINISTRACIÓN DE VIVIENDA PÚBLICA



PUERTO RICO PUBLIC HOUSING ADMINISTRATION

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Effective: _____



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PRPHA Admissions and Continued Occupancy Policy

The Puerto Rico Public Housing Administration (PRPHA) receives subsidy for the public housing program from the Department of Housing and Urban Development (HUD). PRPHA is not a federal department or agency. PRPHA is a public body created and authorized by territorial law to develop and operate housing and housing programs for low-income families. PRPHA signed an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development – HUD - to administer the public housing program. PRPHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

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

The policies in this ACOP have been designed to ensure compliance with the consolidated ACC. PRPHA is responsible for complying with all changes in HUD regulations. PRPHA staff cannot alter or amend this ACOP; it can only be revised by a Puerto Rico Public Housing Authority Governing Board resolution.

I. Nondiscrimination

It is the policy of PRPHA to comply with all equal opportunity requirements and nondiscrimination laws, rules, ordinances, and regulations set forth by local, state, and federal governments. Applicable Fair Housing and Equal Opportunity laws and regulations provide that no person shall, on the grounds of race, color, sex, age, familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under PRPHA’s public housing program.

A. Complying with Civil Rights Laws

1. Civil Rights laws protect the rights of applicants and Tenants and affords them equal treatment by PRPHA in operating its programs. When more than one civil rights law applies to a situation, to the extent the laws do not contradict each other; the laws will be read and applied together. It is the policy of PRPHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, or national origin, or the perception thereof, in programs or activities receiving federal financial assistance;
 - b. Title VIII of the Civil Rights Act of 1968, as amended by the 1974 Housing and Community Development Act and the Fair Housing Amendments Act of 1988 (“Fair Housing Act”),

which extends protection against discrimination beyond federally funded housing and includes religion, sex, disability, and familial status as additional protected classes. The law also provides examples of prohibited discrimination;

- c. Executive Order 11063, which calls for equal opportunities in housing;
 - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities living in federally funded housing;
 - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly;
 - f. Title II of the Americans with Disabilities Act and the Americans with Disabilities Act;
 - g. Violence Against Women Reauthorization Act of 2013 (VAWA), signed into law January 5, 2014, which establishes the rights of victims of domestic violence, dating violence, sexual assault and stalking, living in federally funded housing; and
2. PRPHA shall not discriminate because of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income or other protected classes under state or local laws in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the jurisdiction of PRPHA covered by a public housing Annual Contributions Contract (ACC) with HUD.
 3. PRPHA will not deny admission to otherwise qualified applicants because of their membership in a group to which negative behavior may be imputed. Each applicant will be treated as an individual, based on his/her personal attributes and behavior.
 4. PRPHA shall not permit these policies to be subverted to perform personal or political favors.
 5. PRPHA will offer units only in the order proposed by this policy.
 6. Modifications of the ACOP for individuals with qualified disabilities may be allowed as a reasonable accommodation.
 7. PRPHA shall not deny admissions to any applicant or assistance to any Tenant solely on the basis that the applicant or Tenant is or has been a victim of domestic violence, dating violence, sexual violence, or stalking, if the applicant or Tenant otherwise qualifies for assistance or admission.

B. Reasonable Accommodations Policy

1. An applicant or Tenant with a disability may request and be granted a reasonable accommodation at any time. Section XIII contains the definition of an individual with a disability, a person with a disability and a qualified individual with disabilities for the purpose of determining if someone may obtain a reasonable accommodation.
2. PRPHA, as a public agency, has an obligation to provide “reasonable accommodations” to qualified applicants and Tenants if they or any members of their household have a disability.

3. A reasonable accommodation is a modification or change PRPHA can make to its units, buildings, policies and procedures that will assist an otherwise qualified applicant or Tenant with a disability to take full advantage of and use PRPHA programs, including those that are operated by other agencies in PRPHA-owned public space.
4. Examples of reasonable accommodations include, but are not limited to:
 - a. Making alterations to a PRPHA unit to make it accessible so that it can be used by a Tenant with disabilities or a member of the Tenant's family;
 - b. Transferring a Tenant from a unit that cannot be made accessible to a unit that is accessible;
 - c. Widening the door of a community room or public restroom so a person with mobility impairment may use the facility;
 - d. Adding or altering unit or common area features so it may be used by a qualified applicant or Tenant with a disability, including but not limited to:
 - 1) Installing strobe-type flashing light smoke detectors in a unit for a family with a hearing-impaired member;
 - 2) Adding structural grab bars in the bathroom;
 - 3) Changing the doorknobs to lever-type door handles;
 - 4) Modifying a kitchen to make it accessible;
 - 5) Providing accessible kitchen appliances;
 - 6) Installing a visual aid for necessary utilities;
 - 7) Modifying a bathroom to make it accessible; or
 - 8) Lowering the peephole on the door.
 - e. Permitting a family to have an assistance animal for a family member with a disability in a development where no pets are allowed, or the size and/or type of the animal is limited;
 - f. Offering programs and services at locations accessible to individuals with disabilities;
 - g. Making sure that PRPHA policies are accessible to applicants and Tenants with disabilities or cognitive impairments. Upon request, PRPHA may make adjustments, such as the following:
 - 1) Making large type documents, Braille documents, CDs, or a reader available to an applicant or Tenant with a vision or cognitive impairment during interviews or meetings with PRPHA staff;
 - 2) Making a sign language interpreter available to an applicant or Tenant with a hearing impairment upon request, and at no expense to the applicant or Tenant, during interviews or meetings with PRPHA staff; and

- 3) Permitting an applicant or Tenant with a disability to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with PRPHA if the individual desires such representation.
 - h. Permitting an outside agency or individual to assist an applicant with a disability to successfully complete the applicant screening; or
 - i. Permitting an outside agency or individual to assist a Tenant with a disability to meet the essential obligations of tenancy.
5. A “qualified individual with a disability” is a person with a disability who is willing and able to comply with the following essential obligations of tenancy.
- a. To pay rent, utilities, and other charges as required by the lease in a timely manner;
 - b. To care for and avoid damaging the unit and common areas;
 - c. To use facilities and equipment in their intended way;
 - d. To create neither health nor safety hazards;
 - e. To report damages and maintenance needs;
 - f. To not interfere with the rights and peaceful enjoyment of others;
 - g. To avoid damaging the property of others;
 - h. To not engage in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants, staff, or people in the immediate vicinity;
 - i. To not engage in drug-related criminal activity; and
 - j. To comply with the program requirements of HUD and PRPHA.
6. An accommodation is not reasonable if it:
- a. Causes an undue financial and administrative burden¹; or
 - b. Represents a fundamental alteration in the nature of the program of PRPHA².
7. An applicant or Tenant family who has a member with a disability must be able to meet the essential obligations of tenancy in PRPHA’s **Lease Agreement**.
8. If an applicant or Tenant family member requests assistance with one of the essential obligations of tenancy, PRPHA may, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance.
9. If an applicant or Tenant receives a referral to an agency or individual who can assist the applicant or Tenant with complying with the essential obligations of tenancy, the applicant or Tenant is not obligated to accept the service but may use any service the applicant or

¹ An undue financial and administrative burden is something that is beyond PRPHA’s financial and operational capacity, given its approved budgets, staffing levels and training.

² A fundamental alteration in the nature of PRPHA’s program would be something that conflicts with or is beyond PRPHA’s normal operational duties. For example, PRPHA could not be required to provide transportation to residents since it is a housing not a transportation agency.

tenant chooses. However, if the essential obligations of tenancy cannot be met or a lease violation continues, PRPHA may deny the applicant or terminate the lease of the Tenant.

10. If a qualified applicant or Tenant would prefer not to discuss his/her disability with PRPHA, that is his/her right. PRPHA is obligated to provide an accommodation if the agency is on notice of a request, the agency already has reason to believe the accommodation is necessary, or if the need for the accommodation is obvious.

C. Affirmatively Furthering Fair Housing

1. PRPHA is committed to developing and implementing initiatives to affirmatively further fair housing as mandated by the Fair Housing Act.
2. PRPHA will use federal financial assistance and other program resources to overcome barriers to fair housing for public housing applicants and Tenants, including but not limited to:
 - a. Development of an Assessment of Fair Housing
 - b. Action planning and implementation
 - c. Recordkeeping and assessment
3. PRPHA will display the Fair Housing poster at the main office and all property management offices.
4. PRPHA will include the Fair Housing advertising and logo on all documents distributed to applicants and Tenants and any advertising materials.
5. PRPHA will comply with all data collection requirements for recipients based on race, color, religion, sex, national origin, age, disability, and family characteristics.
6. PRPHA will utilize HUD's Fair Housing Planning Guide when making decisions regarding fair housing policy.

D. Making Programs and Facilities Accessible to People with Disabilities

1. To permit people with disabilities to take full advantage of PRPHA housing programs and activities, in accordance with Section 504, Title II of the Americans with Disabilities Act, and the Fair Housing Amendments Act of 1988, PRPHA will comply with all requirements and prohibitions in applicable law. Reasonable accommodations are subject to the undue burden and fundamental alteration tests. If the requested reasonable accommodation does not cause an undue burden or fundamental alteration, PRPHA will work to make physical modifications or revise procedures that create a barrier to equal housing opportunities for all.
2. Facilities and programs used by applicants and Tenants shall be accessible to persons with mobility and sensory impairments and other persons with disabilities. These facilities include but are not limited to application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms, etc. (to the extent that PRPHA has such facilities). If PRPHA offers such facilities, and none are accessible, some will be made so, subject to the undue financial and administrative burden test. It is not required that all public

and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available. For example, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

3. Documents used by applicants and Tenants will be offered in an alternative format upon request and will be accessible for those with vision, hearing, or other sensory impairments. In addition, documents will be written in simple and clear language to enable applicants and Tenants with learning or cognitive disabilities to understand as much as possible.

E. Violence Against Women Act-VAWA

1. The Violence Against Women Reauthorization Act (VAWA) of 2013 applies to both men and women equally.
2. PRPHA and its private property management companies must keep information regarding Victims of Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking confidential and in accordance with Privacy Laws:
 - a. Any VAWA documentation provided shall not be entered into any shared database.
 - b. Employees and/or property management will not have access to VAWA documentation unless explicitly authorized by designated VAWA staff.
 - c. PRPHA shall not disclose VAWA documentation to any other entities or outside agencies unless the disclosure of the documentation is:
 - 1) Requested or consented to by the individual, in writing, who is requesting VAWA protections; or
 - 2) Required for use in an eviction proceeding; or
 - 3) Otherwise required by applicable law.
3. Documenting Domestic Violence, Sexual Violence, Dating Violence, Sexual Assault or Stalking
 - a. To provide a Tenant or applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking the considerations outlined in this ACOP and Lease, the victim must document, that the Tenant or applicant is indeed a victim. The Management Agent and/or PRPHA shall verify all the information given to them regarding the above.
 - b. A victim may submit unconventional evidence to document domestic violence, sexual violence, dating violence, sexual assault or stalking. However, depending on the arrangements and/or modification requested, different types of documented evidence may be required.
 - c. Documentation that may be requested, includes but is not limited to:
 - 1) The HUD-approved certification form signed by the Tenant or applicant; or
 - 2) A certified statement from an employee, agent, or volunteer of a victim services provider, an attorney, or medical professional, from whom the victim has sought

assistance in addressing domestic violence, sexual violence, dating violence, sexual assault, or stalking; or

- 3) A Federal, state, or local police report; or
 - 4) A current Order of Protection, or
 - 5) A letter(s) from administrative agencies and/or mental health professionals, from whom the victim has sought assistance.
 - 6) Self-Declaration (HUD Form- 5382)
4. PRPHA may remove a household member from a lease without regard to whether the household member is a signatory to the lease (through lease bifurcation), in order to evict or terminate occupancy rights of any tenant or lawful occupant who engages in criminal acts of physical violence against other authorized household members without evicting or terminating the occupancy rights of the victim of such violence.

F. Persons with Limited Spanish Proficiency (LSP)

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

4. Any applicant or tenant who is LSP is entitled to oral translation of documents and conversations. PRPHA, through its Management Agents, will accommodate applicants and Tenants who cannot read, but understand English or Spanish, by reading written notices to them and explaining anything that would normally be distributed in writing. All such translations will result in effective communications whenever the applicant or tenant is a person with disabilities.

II. Processing of Applications and Eligibility for Admission

PRPHA maintains the waiting list and applies a preferences and income limits according to policies and procedures approved by federal and local government. When units become available and an applicant's name nears the top of the wait list, PRPHA will conduct a review to determine eligibility and suitability for admission. PRPHA and property management staff will review and verify all information provided by the family. Upon verification of applicant information, a final determination of qualification for admission is made. If found ineligible for housing, applicants will have the opportunity to explain mitigating circumstances and provide additional information. Only families that meet PRPHA eligibility criteria and pass applicant screening will receive a unit offer for public housing. PRPHA will house applicants in accordance with the available housing units

A. Affirmative Marketing

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

B. Qualifying for Admission Eligibility

1. PRPHA will **only** admit applicants who are qualified according to the following criteria:
 - a. Are a family, as defined in Section XVIII of this policy, with the head of household age 18 or older;
 - b. Meet HUD requirements on citizenship or eligible immigration status;
 - c. Are low-income with an annual gross income that does not exceed 80% of Area Median Income (AMI) or the income limits established by HUD by family size;
 - d. Provide documentation of Social Security Numbers (SSN) for all family members or sign a certification under penalties of perjury for each family member that does not have an SSN if they do not have a eligible immigration status; and

- e. Meet the admissions screening criteria in Section II.G. of this policy, including completion of a PRPHA-approved pre-occupancy orientation session, if requested.

C. Processing Applications

1. PRPHA will accept and process applications in accordance with applicable HUD regulations, when a waiting list is open and the applicant is eligible to apply. For the purpose of placing applications on the waiting lists, PRPHA will assume that the facts, as self-certified to by the applicant in his/her application, are correct. All facts provided on the application will be verified later when screening applicants for suitability.
2. How to Apply:
 - a. Families wishing to apply for Public Housing shall complete an application for such assistance. Applications may be taken in person, by mail, by telephone, email, fax or online. The application method will be set forth in the notice opening the waiting list. Completed applications will be accepted for all applicants and the information will be verified by PRPHA.
 - b. If applications are submitted in person, completed applications will be date and time stamped as received. They will be entered into the system according to the date and time stamped as received. The date and time the application is entered into the automated system will be used to sort among applications in the preference and no-preference pools with the oldest applications processed first.
 - c. If applications are submitted by mail, by phone or on-line, the current date and time waiting list will be assigned application numbers corresponding to date and time and thereafter applications received by mail, telephone or on-line in a given day will be assigned random permanent application numbers (since under any of these approaches it is possible for more than one person to apply at precisely the same date and time).
 - d. The application is dated, time-stamped, or issued an application number and referred to PRPHA's Regional office where Tenant selection and assignment is processed.
 - e. Individuals who have a disability that would prevent them from completing an application will be encouraged to contact PRPHA to seek accommodations so PRPHA staff can assist them to complete their application. If the applicant is visually impaired, all notices must be in an accessible format understandable by applicant.
3. As units become available, applicants at the top of the waiting list whose family composition and accessibility requirements match the features³ of the available units will be required to attend an interview to complete their applicant file, confirm eligibility and be screened to determine whether they can pass tenant screening standards..
4. Applicants who fail to attend their scheduled interview or who do not respond to the outreach to schedule an interview will have their applications removed from the waiting list (withdrawn), subject to reasonable accommodations for people with disabilities.

³ For example, bedroom size or accessibility features of the unit.

5. Every application file for admission to public housing shall include: the applicant's name, SSNs of all family members, date of application or application number, applicant's race and ethnicity (if disclosed), amount and source of income, family compositions so that a unit bedroom size can be assigned, eligibility determination, the date, location, identification, and circumstances of each vacancy that was offered but refused, accessibility requirements, if any and admissions preference, if any.
 - a. The following information will be verified to determine qualification for admission to PRPHA housing:
 - 1) Family composition and type (e.g., elderly, non- Elderly, etc.);
 - 2) Annual income;
 - 3) Assets and asset income;
 - 4) Deductions from income;
 - 5) Social Security numbers of all family members⁴;
 - 6) Citizenship or eligible immigration status of all family members;
 - 7) Admissions Preferences;
 - 8) Compliance with admissions screening criteria including those that might be used at mixed finance properties.;
 - 9) Criminal background; and
 - 10) History of payment of rent and utilities.
 - b. Third-party verification is required for the information listed above. Any other form of verification requires notation in the file explaining its use.

D. Establishing and Maintaining the Waiting list

1. PRPHA will administer waiting lists as required by HUD regulations.
2. Applications will be accepted for the purpose of adding applicants to a waiting list only when a waiting list is open.
 - a. A waiting list may remain open for an indefinite period of time if the number of applicants on the waiting list does not exceed the number of applicants needed to fill anticipated vacancies.
 - b. A waiting list may be opened for a defined period of time if the number of persons projected to apply within this period exceeds the number of applicants needed to fill anticipated vacancies.

⁴ If a member of the applicant's family does not have eligible immigration status, the member will not need to provide a Social Security number but will be required to sign a certification for every family member who does not have a Social Security number and the Tenant's rent will be prorated accordingly.

3. The standard chronological application procedure shall apply unless PRPHA opts to accept pre-applications on-line, by mail or by phone. If any of these methods of application taking are used the waiting list shall be converted to one with application numbers. Current applicants will be assigned application numbers that correspond to their date and time of application. Thereafter application numbers will be randomly assigned to applications received the same day by mail, phone or online, since multiple applications may be received simultaneously.
4. Applicant names will be removed from a waiting list if the applicant fails to respond to attempts made by PRPHA or Management Agent to contact or communicate with them or at the applicant's request. Reasonable accommodations will be made to ensure that communication with disabled families is made in a manner requested by the family.
5. PRPHA will periodically update each waiting list by contacting all applicants in writing, or in an alternate format only if requested by a qualified applicant with a disability. All applicants are responsible for maintaining the accuracy of the personal information provided on their applications (i.e., applicant must communicate changes to address, telephone number, family composition, or income to PRPHA).

E. The Preference System for Admissions

1. Admission preferences:

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

2. Factors other than preferences:

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

- a. When selecting a family for a unit with accessible features, PRPHA will give a preference to families that include persons with a disability-related need for the unit's accessibility features. First preference will be given to existing Tenant families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, PRPHA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move when that a family needing the unit features can take advantage of the unit.
- b. When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well,

PRPHA will give equal priority to elderly families and disabled families.

When selecting a family for a unit in a property designated as elderly-only, the head, spouse.co-head or sole member must be age 62 or older.

- c. When selecting a single person at a mixed population development, elderly, or disabled single persons have priority over other singles. Single applicants who are not elderly, or disabled, can only be admitted after all elderly or disabled persons have been offered units.

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

3. Verification of Preferences:

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

4. Preference (up front):

PRPHA has two preference levels: Category 1 and Categories A, B and C. Categories A, B and C are equal (non-hierarchic and non-weighted) preferences. The preferences are available to qualifying families if they are verified to qualify at the time of certification. Families qualifying for preferences will be sorted within the preference pool of applicants by date and time of application or application number, whichever is applicable. The preferences are not aggregated – a family that qualifies for two preferences is not in a higher waiting list position than a family that qualifies for a single preference:

- a. Category 1: The Violence Against Women Act (VAWA) preference and Family Unification preference: Any individual or family who:
 - 1) Is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
 - 2) Has no other residence; and
 - 3) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.
 - 4) Families for whom the lack of housing is a primary factor in either:

- a. The imminent placement of the family's child or children in out-of-home care; or
 - b. The delay in the discharge of the child or children to the family from out-of-home care.
- 5) An individual or family claiming either the VAWA or Family Unification preference must be able to verify qualification.
- b. Category A: An individual or family displaced by a declared Natural Disaster or government action other than eviction or an individual or family who is homeless, meaning:
- 1) An individual or family whose home was recently destroyed or rendered uninhabitable by a disaster declared by a general local government⁵ (Federal, State, Territorial) including an individual or family who is currently housed in temporary housing and who has not found alternative housing; or
 - 2) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; or
 - 3) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements; or
 - 4) An individual or family who is exiting an institution (including a hospital) where he or she resided for 90 days or less or who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - 5) Before a homeless applicant (under numbers 2 through 4 above) will receive a unit offer, PRPHA must be able to verify that the applicant family is willing and able to comply with the PRPHA lease. This preference is not "housing first", rather it is for individuals and families who are "housing ready"⁶.
- a. Families who have been evicted from any housing for violent criminal activity or drug related criminal activity will not be entitled to receive the homeless preference.
 - b. Families who have been evicted from non-subsidized housing for failure to pay rent will have their cases examined on an individual basis to determine eligibility for the homeless preference. For example, if the reason the family did not pay rent was that they lost their only source of income or were rent burdened more than 50 percent, they will be entitled to the homeless preference. If the family was not rent burdened but failed to pay rent, they will not be entitled to the homeless preference.

⁵ Applicants, who were formerly public housing Tenants or housing choice voucher participants and are victims of federally declared disasters, will be processed on an as needed basis before other applications from the wait list.

⁶ An applicant will be considered to be "housing ready" when the family can document the capacity to comply with PRPHA's lease. This can be accomplished not merely by checking with landlords but with other reliable and credible sources such as social workers, emergency housing providers, etc.

- 6) Families referred by Federal or local law enforcement agencies who have been a witness to a crime or have provided information on criminal activities to a law enforcement agency and a Federal law enforcement agency recommends re-housing the family to avoid or reduce risk of violence against the family.
 - 7) Families that are in an eviction process that is not based on rent collection.
- c. Category B: Working Family preference:
- 1) Working families will be given preference on the waiting list subject to PRPHA meeting the HUD regulation of leasing a minimum of 40% of new admissions to extremely low-income families during a calendar year.
 - 2) A “working family” has an adult family member who is employed at a minimum of 30 hours per week at the Federal minimum wage for the last 120 calendar days prior to admission.
 - 3) Applicants housed as a result of the Working Families or Individuals Preference must maintain employment for at least six (6) months from the date the Tenant Dwelling Lease is executed. No interim recertification will be conducted for Tenants who fail to maintain employment without good cause and will continue to be charged rent based on the employment income for a period of six (6) months.
 - 4) Termination of employment with cause does not include failure to report to work, excessive absences, habitually tardy, abusive language, theft, or other behavior that is a direct result of the Tenant’s actions.
 - 5) In accordance with HUD regulations, working family also includes a family with the head of household, co-head or spouse, or sole member who is a person age 62 or older or is a person with disabilities as defined in this policy.
- d. Category C: Preference for families with disabled members:
- 1) A family with a documented disabled family member who does not need the features of an accessible unit for mobility, hearing or vision loss.
- e. For all One bedroom units:
- 1) Elderly, disabled families and displaced persons over other single persons, provided there is no violation of the Age Discrimination Act of 1975.
5. Administration of the Preferences:
- a. Depending on the time an applicant may have to remain on the waiting list, PRPHA will either verify preferences at the time of application (when the waiting list is short or nonexistent) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verifying preferences is one of the earliest steps in processing applicants for admission when a family nears to top of the waiting list. Preference verifications shall be no more than 120 days old at the time of certification, unless there is a disability that is not expected to change.
 - b. PRPHA may use a pre-application to obtain the family's certification that it qualifies for a

preference. The family will be advised to notify PRPHA of any change that may affect their ability to qualify for a preference.

- c. Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
 - d. Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will be moved into the non-preference category, based on date and time of application or application number, as applicable.
 - e. Applicants who disagree with PRPHA's preference classification may not file a grievance. PRPHA Grievance Procedure applies only to Tenants, not to applicants.
 - f. Applicants that do not qualify for a preference will be on the application pool based on date and time of application or application number as applicable.
6. It is the applicant's responsibility to notify PRPHA of any change in his/her preference status. If an applicant's preference status changes while on the waiting list, the applicant's position on the waiting list will be adjusted to reflect the change. The applicant will retain his/her original date of application when a change is made.
7. Ranking Preferences applicable to Senior Designated Housing Property Site-based Waiting Lists
- a. Domestic Violence Victims: Eligible applicants who can document that they have been displaced by domestic violence or need to move from their present housing because of domestic violence. See full definition of domestic violence in II.E.8.a.
 - b. Elder Abuse Victims: Eligible applicants who can document that they are victims of elder abuse. "Elder abuse" refers to any knowing, intentional, or negligent act by a caregiver or any other person that causes harm or a serious risk of harm to an elderly adult. "Abuse" refers to causing any physical, mental, or sexual injury to an eligible adult, including exploitation of such adult's financial resources. Elder abuse also includes self-neglect, which is a condition that is the result of an eligible adult's inability, due to physical or mental impairments, or both, or a diminished capacity, to perform essential self-care tasks that substantially threaten his or her own health, including: providing essential food, clothing, shelter, and health care; and obtaining goods and services necessary to maintain physical health, mental health, emotional well-being, and general safety.
 - c. PRPHA will not lower the age for the head of household below 62 at any senior designated housing property.
 - d. Elderly families who do not qualify for this ranking preference will be categorized as no-preference families.
8. Accessible Units: Qualified applicants on the waiting list that require an accessible unit will be offered an available vacant accessible unit before it is offered to an applicant who does not need the features of the unit. See Section III.(H). for the order in which accessible unit offers are made. PRPHA will maintain a separate waiting list for fully accessible units.

F. Screening Applicants for Suitability

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

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

6. All adult applicant household members' past two years of Tenant history, including any lease violations, may be reviewed and verified.
7. All household members, age 18 and over, must sign all consent forms that authorize PRPHA to make necessary inquiries into the applicant's behavior or background as it relates to lease compliance, including the HUD Form 9886 and PRPHA Authorization and Consent Release Form, this includes obtaining arrest, conviction, and eviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign consent forms, including HUD Form 9886 and PRPHA Authorization and Consent Release Form, will result in the applicant's rejection.
8. Administrative costs incurred to complete the applicant screening process will be paid for by PRPHA or property management companies.

G. Admissions Screening Criteria

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

1. An applicant's past performance in meeting financial obligations, especially payment of rent, will be considered.
2. Applicants with a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences that may adversely affect the health, safety, or welfare of other Tenants may be denied.
3. Applicants with negative findings from this housing authority, other housing authorities or housing programs will be reviewed. The burden shall be on the applicant to provide evidence to show the negative finding(s) was not the fault of the applicant or that the applicant has improved his/her behavior and no longer engages in the actions that caused previous problems. People can and do change..
4. Applicants who owe PRPHA or any other housing authority or subsidized housing program must repay the debt within 30 days of notification for the application to be considered. Repayment of the debt does not automatically entitle the family to be admitted. Instead, the family must be screened for all other criteria once the debt is repaid.
5. Applicants who are unable to obtain all utility connections in the name of the head, co-head or spouse will be denied. If this cannot be verified prior to lease-up, the Tenant must provide documentation to the Management Agent within five business days that a request has been made to have the utilities connected in the name of the head, co-head or spouse. Utilities must be operational within 30 days of the effective date of the lease, or the Management

Agent will proceed with eviction unless the company responsible for installing water or electricity has not yet installed the utility services.

6. An applicant family who does not meet the age eligibility requirements for senior designated housing stated in Section II.E., will not be offered a unit in a senior designated building.
7. Applicants must provide documentation that family members between the ages of 5 and 17 who will reside in the household are enrolled in and will attend school regularly. If regular attendance cannot be verified, the applicant must prove that the child(ren) is enrolled in school. Families who have come to Puerto Rico from other countries must enrol their children in school to comply with this requirement.
8. Applicants must provide documentation that children age 13 and under will be adequately supervised when an adult is not present in the unit (e.g., attending an after-school program while adult family members are at work). The family must verify who will be overseeing the children under age 13.
9. PRPHA shall obtain a criminal background check for every member of the applicant's family age 18 and older. As required by Federal law, PRPHA shall ensure that no member of the family has engaged in recent violent criminal activity that threatened the safety of the public, or in drug-related criminal activity. Minor crimes that do not involve violence or drug-related criminal activity will not preclude admission. The term "recent" means in the previous 6 months.
10. PRPHA shall not approve admission of applicants with criminal backgrounds involving violent or drug-related criminal activity whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents or participants unless such applicants have successfully completed an approved "re-entry program". Such programs prepare previously incarcerated persons to return to work, families and everyday society.
11. PRPHA may deny admission for criminal activity by a household member as authorized in this section if PRPHA determines, based on a preponderance of the evidence, that the household member has engaged in the violent or drug-related criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
12. If PRPHA intends on denying admission for violent or drug-related criminal activity as shown by a criminal record, PRPHA will provide the applicant with a copy of the criminal record of the subject of the records. The family will be given an opportunity to dispute the accuracy and relevance of the record, in the informal review process. If PRPHA denies an applicant based upon information for any pending criminal matter, the applicant's name will remain on the waiting list until documentation is presented showing the outcome of the case. If the applicant's case is dismissed or the applicant is acquitted, the application will be processed.
13. To avoid admitting such applicants with violent or drug-related criminal history, PRPHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program. PRPHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's household who will be included on the lease meet any of the following:

- a. Persons evicted from Federally assisted housing because of drug related criminal activity are ineligible for admission to the public housing program for a period of 5 years from the date of such eviction;
- b. If any household member is currently engaged in the use of illegal drugs, the family will be denied assistance. Currently engaged is defined as the use of illegal drugs during the previous six months.
- c. If any household member's current use or pattern of use of illegal drugs or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises, assistance will be denied. This requirement may be waived if the family demonstrates to PRPHA's satisfaction that the household member no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing, or manufacturing illegal substances. This requirement also may be waived if the family demonstrates to PRPHA's satisfaction that the household member no longer abuses or misuses alcohol and:
 - 1) has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Government of Puerto Rico or another state; or
 - 2) is participating in a supervised alcohol rehabilitation program
- d. If any household member has engaged in drug related criminal activity, violent criminal activity or arrested or convicted for the illegal possession, or use of a firearm or aggravated assault weapon within the past 5 years, the family will be denied assistance
- e. If any household member has been convicted for criminal activity within the past 5 years that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate area, the family will be denied assistance
- f. If any household member has been or convicted for criminal activity within the past 5 years that may threaten the health or safety of property owners, management staff, PRPHA employees or their contractors, subcontractors or agents the family will be denied assistance
- g. If any household member has engaged in or threatened abusive or violent behavior toward PRPHA employees or their contractors, subcontractors or agents, the family will be denied assistance
- h. PRPHA will reject the application of any adult who is wanted for violent or drug related criminal activity in another U.S. jurisdiction
- i. Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause, serious bodily injury or property damage. Examples include but are not limited to murder, carjacking, kidnapping, threatening a person verbally or using a weapon, robbery, shooting, assault, fighting (including between residents), child endangerment, or arson.

14. Assistance will be denied permanently for any of the following:
 - a. Manufacture or production of methamphetamine
 - b. Subject to registration as a sex offender
 - c. Convicted of arson
 - d. Conviction of the crimes of fraud, bribery, or any other corrupt or criminal act in connection with any federal, state, or local housing program.
15. An applicant's intentional misrepresentation or omission of information related to eligibility, income, preference for admission, housing history, allowances, family composition, or rent will result in denial of admission. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of PRPHA lease, either alone or with assistance that they can prove they will have at the time of admission.⁷ Availability of assistance is subject to verification by PRPHA.

H. Screening Applicants with Mitigating Circumstances

1. If information received through screening negatively impacts an applicant's qualification for admission, PRPHA shall consider the time, nature, and extent of the applicant's conduct and any factors that might indicate a reasonable probability of favorable future conduct. Mitigating circumstances must be verifiable to be considered.
2. PRPHA will consider whether individuals who have engaged in behavior that negatively impacts their qualification for admission can document that they have been rehabilitated as documented by a governmental or non-profit organization .
3. Applicants are encouraged to inform PRPHA of any history of domestic violence, sexual violence, dating violence, sexual assault or stalking if the applicant believes it may affect his/her screening.
 - a. An applicant who is a victim of domestic violence, sexual violence, dating violence, sexual assault or stalking will have a reasonable opportunity to present information regarding his/her status as a victim and the causal relationship between the violence and how it has impacted his/her ability to meet other eligibility criteria such as an acceptable credit and

⁷ Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion. Applicants with disabilities who demonstrate that a reasonable accommodation such as an agency or individual will assist them with complying with the essential obligations of tenancy will be considered to have met this criterion. Applicants whose housing situations make it difficult for PRPHA to determine whether or not they are able and willing to comply with lease terms (e.g., they are homeless, living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms.

rental payment history, landlord references, eviction history, employment history, or criminal history.

4. Upon verification of applicant information, a final determination of qualification for admission is made.
5. Qualified families will be notified by PRPHA of the approximate date of occupancy insofar as that date can be determined; however, the date stated by PRPHA is an estimate and does not guarantee that applicants will be housed by that date.
6. Unqualified applicants will be sent a notice of denial of admission. The notice will include the basis for such determination and information on the informal hearing procedure if the applicant wants to request a hearing. At the informal hearing, the applicant can offer information about mitigating circumstances or mistakes in facts used by PRPHA to make the decision. Informal hearings for applicants are different from the informal hearings under the Tenant Grievance Procedure. Applicants are not entitled to use of the Tenant Grievance Procedure.
7. Qualified applicants with a disability, who fail to meet the screening criteria, will be offered an opportunity to show whether a reasonable accommodation will make it possible for them to be housed in accordance with the admissions screening criteria. Applicants with disabilities are encouraged to present additional information at the initial interview; however, he/she may request an additional meeting to present such information.
8. Applicants who are victims of domestic violence, sexual violence, dating violence, sexual assault or stalking and are denied admission because they did not pass applicant screening are encouraged to present any information which directly identifies them as victims of domestic violence, sexual violence, dating violence, sexual assault, or stalking. PRPHA will determine if domestic violence, sexual violence, dating violence, sexual assault or stalking is a factor in the unfavorable results of screening. PRPHA will not deny otherwise qualified applicants on the basis that they are or have been victims of domestic violence, sexual violence, dating violence, sexual assault, or stalking.

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

Applicants who pass screening and are qualified for housing will be placed on a waiting list and assigned a unit size based on the Occupancy Guidelines established in this section. Units shall be occupied by families of the appropriate size. Generally, two people are expected to share a bedroom. This policy does not take the age or relationship of family members into account. Families are assigned unit size based upon the number of family members and the family decides who shares a bedroom.

Number of Persons Per Unit Standard

Number of Bedrooms	Min Persons/Unit	Max Persons/Unit
Studio	1	2

1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

1. The following principles govern the size of a unit for which a family will qualify. Units will be assigned so that:
 - a. A head of household (leaseholder) **shall not** be required to share a bedroom unless the head of household is married, in a consensual relationship, or otherwise agrees to share a bedroom.
 - b. If the applicant or a member of the applicant’s household certifies that she is pregnant, unborn children will be counted in determining unit size and income limits when the family supplies documentation of pregnancy.
 - c. PRPHA will count a child who is temporarily away from the home attending school, so long as the family can document that the child will be living with the family during the summer and vacation months. PRPHA will also count a child or children who are temporarily absent due to placement in foster care so long as it can be documented that they will be returned to the family once the family is housed.
 - d. PRPHA will not count a child(ren) as living in the household if the parent has lost or terminated parental rights. The family must inform PRPHA of a termination of parental rights within 10 calendar days of the occurrence. Exceptions may be made such as accommodating family reunification actions by the courts, Department of Family, or any other relevant entity.
 - e. A live-in aide **shall not** be required to share a bedroom with the head of household. A Tenant’s bedroom size will not be adjusted to accommodate the family members of a live-in aide; further, a live-in aide’s family members cannot cause overcrowding in the unit. If the addition of the live-in aide will not overcrowd the current unit, PRPHA will not increase the bedroom size (i.e., a single person living in a 2-bedroom unit).
 - f. Children who are subject to a joint custody agreement but live with the applicant, at least 51% of the time, will be considered members of that household. (51% of the time is defined as 183 days of the year, which do not have to run consecutively). Legal certification is required from families who claim joint custody or temporary guardianship.
2. Exceptions to the largest permissible unit size may be made in cases of reasonable accommodations for people with disabilities. In such cases, third-party documentation attesting to the need for additional bedroom size may be necessary on a case-by-case basis. PRPHA reserves the right to perform unit inspections to determine the continuing need for additional bedrooms.

3. When a family applies for housing and the waiting list is updated, some families may qualify for more than one-unit size. PRPHA will make a housing offer of the appropriate size unit in accordance with the first unit available and the Number of Persons per Unit Standards. Refusal of a unit offer solely because an applicant is waiting for a larger unit for which they may also qualify is not good cause for refusal.
 - a. At senior designated housing properties with studio and one-bedroom apartments, applicants must take the first unit offered, regardless of unit size, or refuse it with good cause. Refusal of a unit offer or refusal to be screened for a unit at a particular site without good cause will result in the applicant's name being removed from the waiting list.
 - b. Applicants are responsible for making changes in family composition on their application by informing PRPHA. If a family is offered a unit and they no longer qualify for the unit size, they will be permitted to update their application. The timeframe for a unit offer may differ once the family size is updated, although the application retains the original date and time.
 - c. PRPHA shall change the bedroom size list when warranted at any time while the family is on the waiting list.
 - d. Units will be leased without regard to race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation (including gender identity), marital status, housing status, order of protection status, military discharge status or source of income.

III. Tenant Selection and Assignment Plan

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

A. Deconcentration

1. PRPHA shall determine the average income of all families residing in all the PRPHA's covered developments⁸.
2. PRPHA shall determine the average income of all families residing in each covered development. In determining average income for each development, PRPHA has the option of adjusting its income analysis for unit size in accordance with procedures prescribed by HUD.
3. PRPHA shall determine whether each of its covered developments falls above, within or below the Established Income Range. The Established Income Range is from 85 to 115 percent (inclusive) of the average family income (the PRPHA-wide average income for covered

⁸ Covered developments do not include elderly/disabled properties.

developments as defined in Step (1), except that the upper limit shall never be less than the income at which a family would be defined as an extremely low-income family.

4. PRPHA with covered developments having average incomes outside the Established Income Range may explain or justify the income profile for these developments as being consistent with and furthering two sets of goals: the goals of deconcentration of poverty and income mixing as specified by the statute (bringing higher income Tenants into lower income developments and vice versa); and the local goals and strategies contained in the PRPHA Annual Plan.
5. Where the income profile for a covered development is not explained or justified in the PRPHA Annual Plan submission, PRPHA addresses deconcentration by one or more of the following actions:
 - a. Providing incentives designed to encourage families with incomes below the Established Income Range to accept units in developments with incomes above the Established Income Range, or vice versa, including rent incentives, affirmative marketing plans, or added amenities;
 - b. Targeting investment and capital improvements toward developments with an average income below the Established Income Range to encourage applicant families whose income is above the Established Income Range to accept units in those developments;
 - c. Skipping a family on the waiting list to reach another family in an effort to further the goals of the PRPHA's deconcentration policy.

B. Tenant Selection and Assignment Plan (TSAP)

1. Victims of federally declared disasters will be offered units on an as needed basis before other applicants from the waiting list who have not already received unit offers. Applicants from the waiting list will be offered units after existing Tenants from the transfer list who are disaster victims receive an offer in accordance with the Transfer Policy.
2. Existing Tenants who are required to transfer by PRPHA will be processed in accordance with the Transfer Policy.
3. All unit offers will be made in writing,⁹ and PRPHA will not discriminate on grounds of race, color, sex, age (when age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status, housing status, order of protection status, military discharge status or source of income.
4. Applicants will receive one offer of housing that is the correct size and type for their family. Families with qualified individuals with disabilities may receive multiple offers.
5. Applicants will have two business days to respond to the unit offer, after which their applications will be removed from the waiting list and the next family in line will receive the offer. Additional response time may be granted to qualified individuals with disabilities.

⁹ Or alternative format as a result of a request for a reasonable accommodation by a qualified applicant or Tenant with disabilities.

6. An applicant that fails to respond to an appointment or unit offer has up to one-year to request to be placed back on the waiting list, with their original date and time.
7. Incentives may be offered at hard to rent properties.

C. Managing Waiting Lists

1. It is the PRPHA's policy that each applicant shall be assigned his/her appropriate place on a site-based waiting list sequence based upon:
 - a. Type and size of unit needed (e.g., general occupancy, mixed population or senior property, accessible or non-accessible unit, number of bedrooms);
 - b. Applicant preference, and
 - c. Date and time the application is received or application number.
2. PRPHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.
3. For the waiting list, marketing, initial application intake, application processing, and wait list management will be performed by intake staff.

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

D. Site Based Waiting Lists¹⁰

1. PRPHA will maintain site-based waiting lists for each of its properties. Each applicant may select up to three sites or may select “first available” which means that the family will accept an offer at any community.
2. It is the applicant’s responsibility to contact PRPHA in writing or in-person to update his/her application (e.g., contact information, family composition and preference change).
3. Applicants will be electronically assigned to the site-based waiting list (traditional family) waiting list in sequence based upon:
 - a) Type and size of unit needed (i.e., accessible or non-accessible unit, bedroom size);
 - a) Income tiers: By Federal law at least 40% of the families admitted from the Waiting List in any 12-month period must be Extremely Low Income. The remaining 60% of the families admitted from the Waiting List may be Very Low Income or Lower Income with annual incomes between 31 and 80 percent of Area Median Income.
 - 1) Extremely Low Income: Annual income less than 30% of Area Median Income;
 - 2) Very Low Income/Lower Income: Annual income between 31% and 80% of Area Median Income.
 - b) Within income tiers by ranking preference (or no-preference);
 - c) Within each category of ranking preferences by date and time of application or application number.
4. Refusing a unit without good cause or failing to respond to a unit offer will result in the applicant’s name being removed (withdrawn) from the waiting list.
5. Refusing a unit with good cause will result in the applicant’s name being returned to the waiting list with his/her original placement on the waiting list. Good cause is determined by PRPHA.

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

- a) An applicant or transferring Tenant cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship.
- b) The unit is not ready for move-in on the date projected for move-in. “Ready for move-in” means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean.
- c) The unit is not accessible to a source of employment, education or job training, children’s day care, or educational program for children with disabilities¹¹. The location of the unit would require the adult household member to quit a job, drop out of an educational

¹⁰ A site-based wait list is a list for admission to a specific property or location rather than an island-wide list.

¹¹ If the applicant has a child participating in such a program.

institution or job training program, or take a child out of day care or an educational program for children with disabilities.

- d) The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and/or other situations of non-random violence that put a Tenant's life in danger.
- e) A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each as listed on final application or lease), or live-in aide necessary to the care of the head of household.
- f) The unit has lead-based paint and the family has children under the age of seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead-based paint.
- g) The unit is not accessible for a disabled member of the applicant's household.
- h) The unit has accessibility features not needed by the applicant household.

E. Site-based Waiting Lists for Senior Designated Housing Properties

1. PRPHA received HUD approval for site-based waiting lists at its senior designated housing properties.
2. Applicants are allowed to select three senior designated housing sites or opt for the first available unit offer from across the entire senior designated housing portfolio. This selection may be changed by the applicant any time before screening begins.
3. Applicants are not permitted to change their site selection(s) while they are being screened. Applicants who reject screening or a unit offer for any reason, including because they prefer a different site, will be removed from the site-based wait list and must reapply if and when the wait list is opened. However, if an offer is made under the deconcentration policy, an applicant may reject the offer with no penalty.
4. All senior housing applicants will be placed on the wait list for the site they selected, or they can request first available. When a unit becomes available (e.g., studio apartment or a one-bedroom apartment), the unit will be offered to the first eligible family. If the family fails to respond to a unit offer or declines the unit or screening for a unit without good cause, including rejection based on unit size, the applicant will be removed from the waiting list.
5. Refusing a unit or a screening for a unit with good cause will result in the applicant's name being returned to the waiting list with his/her original date of application on the waiting list. Good cause is determined by PRPHA.

F. Transfer Wait List

1. In accordance with HUD regulations, Tenants on the transfer waiting list shall receive one (1) unit offer. However, multiple unit offers may be made in order to satisfy a reasonable accommodation request.

2. Refusal of or failure to respond to unit offers without good cause or failing to respond to an outreach will result in the Tenant being removed from the transfer wait list. For Tenant-initiated transfers, if the unit is refused without good cause, the Tenant may not reapply for twelve (12) months from the date of the final determination letter. Tenants being relocated as a reasonable accommodation may refuse a unit offer with no penalty.

G. Making Unit Offers

1. Emergency transfers, demo/dispo/mod transfers and reasonable accommodation transfers take priority over new admissions.
2. An applicant will receive one (1) offer of a unit at one of the sites selected by the applicant. Offers will be made by telephone, email and/or fax, with a first-class letter confirming the offer mailed to the applicant. Applicants with disabilities will be made an offer in the format of communication designated by the applicant.
3. If more than one (1) unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready first for move-in. If two (2) units are ready for move-in on the same day, the first unit to be offered will be the first unit that became vacant.
4. An applicant must accept any unit offered within two (2) business days of the date of the unit offer communication (or the date the alternative format of communication designated by an applicant with disabilities was provided).
5. If an applicant refuses a unit offer, PRPHA will determine whether the refusal was with or without good cause. Examples of good cause include, but are not limited to:
 - a. An applicant or transferring Tenant cannot move at the time of the offer and presents verification that acceptance of the offer of a suitable vacancy will result in undue hardship.
 - b. The unit is not ready for move-in on the date projected for move-in. "Ready for move-in" means the unit has no Uniform Physical Condition Standard (UPCS) deficiencies and is clean. A ready accessible unit also meets the requirements of the Uniform Federal Accessibility Standards (UFAS).
 - c. The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide documentation of domestic violence, sexual violence, dating violence, sexual assault, stalking or hate crimes, and/or other situation of non-random violence that puts a Tenant's life in danger.
 - d. A health professional verifies at the time of the unit offer with supporting documentation of temporary hospitalization or recovery from illness of the head of household, other household members (each listed on the final application or lease), or live-in aide necessary to the care of the head of household.
 - e. The unit has lead-based paint and the family has children under the age seven and/or a household member(s) has a medical condition(s) that could be negatively impacted by living in a unit with lead-based paint.

- f. The unit is not accessible for a disabled member of the applicant's household or does not have the needed accessibility features needed by the family.
 - g. The unit has accessibility features not needed by the applicant household.
6. If the applicant does not respond to the unit offer or turns down the offer within two (2) business days, he/she will be removed from the wait list.
 7. If the applicant or tenant is a qualified individual with a disability, multiple offers may be made until a unit that meets the family's need is accepted by the family. Such a family will not be penalized for not responding to an offer or turning down an offer, even if the proposed unit has all of the features needed by the family.

H. Accessible Units

1. Pursuant to eligibility requirements, PRPHA will offer available accessible units in the following order:
 - a. First, to the current Tenant with a disability with the greatest need for the special features of the vacant accessible unit and occupying a unit not having those accessibility features¹²;
 - b. Second, to an eligible applicant with disabilities on the wait list who requires the accessibility features; and
 - c. Third, to a non-disabled eligible applicant or Tenant. PRPHA will require the non-disabled applicant or Tenant to execute a lease addendum that requires them to move, at PRPHA's expense, to a non-accessible unit within thirty (30) calendar days of notice by PRPHA if there is an eligible applicant or existing Tenant with disabilities who requires the accessibility features of the unit.
2. PRPHA shall not prohibit a qualified eligible, disabled family from accepting a non-accessible unit for which the family is eligible which may become available before an accessible unit. PRPHA may modify a non-accessible unit as needed as a reasonable accommodation, unless the modification would result in an undue financial and/or an administrative burden.

IV. Leasing Policies

All units must be occupied in accordance with a lease that complies with **24 CFR § 966**. The head of household and co-head, if applicable, and the authorized representative of PRPHA, prior to actual admission, shall sign this lease. All Tenant authorized members of the household with the right to occupy the unit shall be listed on the lease. The lease shall specify the unit to be occupied, the effective date, rent to be charged, utilities, and all other provisions as required by state and federal law, and PRPHA policy.

Units will be leased without regard to race, color, sex, age (where age eligibility is not a factor), familial status, religion, disability, national origin, ancestry, sexual orientation, gender identity,

¹² If two Tenants are on the transfer waiting list for an accessible unit but the one at the top of the list needs only a roll-in shower and the second family has a family member who uses a wheelchair full time, the second family would get the accessible unit while a regular unit would be retrofitted with a roll-in shower.

marital status, housing status, order of protection status, military discharge status or source of income.

A. Leasing Policy

1. The leasing process for emergency applicants who are victims of federally declared disasters may be amended at any time to respond to the impact of the federally declared disaster.
2. PRPHA will neither offer nor move a family into a unit that does not meet basic standards of habitability, including HUD occupancy standards.
3. All units must be occupied pursuant to a signed lease that complies with HUD regulations.
4. A lease is executed at the time of admission for all new Tenants. The lease will include the names of all authorized members bound by the lease. The lease shall be signed by the head and co-head of the household, all other adult members, and by the Management Agent designee prior to actual move-in. The head of household will receive a new copy of his/her lease.
5. Changes in family composition, income, or familial status between the application processing interview and leasing will be processed by tenant selection staff.
6. Changes after leasing will be processed by the Management Agent. Lease addition requests for live-in aides, residual rights requests for remaining family members, foster children, foster adults, kinship care children, and adults in legally protected relationships, require submission to the Management Agent for written approval prior to moving into the unit. It is the responsibility of the applicant and/or Tenant to report changes in family composition, income, or familial status within Ten (10) calendar days of the occurrence. Qualified individuals with a disability may request a reasonable accommodation on lease addition request, including an extension on the reporting timeframe.
7. If at any time during the term of the lease agreement, a change in the Tenant family composition or income results in the need for changing or amending any provision of the lease, either:
 - a. A new lease agreement will be executed; or
 - b. An appropriate amendment will be prepared and made a part of the existing lease.

All copies of such modifications or insertions are to be dated and signed by the head of household, and co-head, if applicable, and by the Management Agent or designee.
8. A new lease is executed when a Tenant transfers from one PRPHA unit to another, even if the transfer is within the same development, unless a reason prevents the issuance of a new lease, i.e., pending Notice of Termination, court matter or emergency circumstance.
9. PRPHA will only supply one subsidy per household.
 - a. When a court determines the disposition of property between the head or co-head of household in a divorce or separation under a settlement or judicial decree, PRPHA will follow the court's determination of which family member continues to receive assistance. In cases where there is no court determination, the original head of household will retain

use of the unit, unless there is evidence of domestic violence. Such provision only applies to situations involving the approved head and co-head of household.

- b. A live-in aide may not also be a public housing resident or Housing Choice Voucher participant.

B. Showing Units Prior to Leasing

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

C. Changes in Family/Household Composition

1. Only persons listed on the most recent lease or added in accordance with PRPHA policy shall be permitted to occupy a dwelling unit and must use the dwelling unit as their sole domicile.
2. PRPHA shall determine if a dwelling unit size is appropriate whenever a household's composition changes. If PRPHA determines that an adult addition to a household is ineligible, the person will not be added to the lease. If the addition is approved, the household will be placed on the wait list for the appropriate bedroom size, if necessary.
3. Additions to the household by natural birth¹³, adoption, or court-awarded custody (excluding foster care) or an approved kinship care arrangement to a current member of the household will be processed automatically.
4. The addition of a live-in aide, foster child, or foster adult must be requested in writing and requires authorization by the Management Agent before being processed by the Management Agent. For minors, under the age of 18, custody rights documentation or proof of kinship care is required for the addition. The need for a live-in aide will be updated at annual recertification. Any live-in aide that will be absent for fifteen (15) calendar days or more will be revoked.
5. The Management Agent **will only** approve an adult addition to the unit for one adult who passes screening and will not disqualify the family for the size of unit they are already occupying. Exceptions will be made for legally protected relationships or extenuating circumstances determined at the sole discretion of PRPHA.
6. When processing the addition of a new adult, the Management Agent will require that the individual pass applicant screening, including. If a household's composition changes, a unit size determination will be made in accordance with the Occupancy Guidelines in Section II, to ensure that the family is appropriately housed.
7. If the household size increases through birth, adoption or court awarded custody of children so PRPHA does not have a unit large enough in accordance with the Occupancy Guidelines to house the entire family, and there are sufficient adult members in the family, the head of household must decide if all or part of the household will take a split family transfer to an appropriately sized public housing within sixty (60) calendar days.

¹³ Children born to current authorized family member of the household during tenancy.

8. Persons residing in the household without written PRPHA approval will be considered unauthorized occupants, and the entire household will be subject to lease termination.
9. Verification of an unauthorized occupancy can be established through the following:
 - a) Government issued ID's or reports;
 - b) Utility Bills for the assisted unit;
 - c) Property sign-in logs and/or;
 - d) Other documentation or investigations
 - e) Reverse warrant checks through the Police Department
 - f) Mail going to unit address.
10. If a lease addition applicant is rejected because he/she did not pass screening, the Tenant may grieve the rejection in accordance with the PRPHA Grievance Procedure. Only one type of hearing can occur for each request. Since individuals proposed for addition to an existing lease are not waiting list applicants, they are not entitled to informal hearings. Qualified individuals with a disability will be provided information on how to grieve the rejection in the manner of communication form required by the family.
11. Family and/or household members who move out of the unit for any reason shall be reported by the household in writing to the Management Agent within Ten (10) calendar days of the occurrence. Once reported and verified (by evidence of the new address such as government id, lease or utility bill), such member will be removed from the lease immediately. A unit size determination will be made in accordance with the Occupancy Guidelines in Section II to ensure that the family is still appropriately housed.

D. Visitors

1. A guest may visit a family in a unit for a total of ninety (90) calendar days in a calendar year. Tenants may request a time extension to this visitor timeframe and such requests will not be unreasonably refused. For example, if a tenant is a non-custodial parent who has child visitation rights during summers and certain holidays, the tenant will not be given bedrooms for the children who reside with him/her less than 183 days per year, but the Tenant may be permitted to have the children visit more than the 90 days shown above.
2. Overnight visitors staying more than three consecutive nights must register the guest with the Management Agent.
3. PRPHA may ban visitors who engage in any behavior that threatens the health, safety, or right to peaceful enjoyment of other Tenants, including criminal activity. Visitors banned for such behavior, will be restricted from entering PRPHA properties. Trespassing orders will be filed.
4. A Tenant will be notified in writing by the Management Agent when a guest of his/hers has been banned. Tenants may grieve PRPHA's decision to ban a visitor in accordance with PRPHA Grievance Procedure.

5. Tenants will be required to sign an agreement stating they will not allow the banned visitor into their unit. Failure to sign such an agreement or violation of the signed agreement is grounds for lease termination.
6. Persons that exceed the time as a guest will be considered to reside in the assisted unit without written PRPHA approval and will be considered an unauthorized occupant. The family will be subject to lease termination. Qualified individuals with a disability may request a reasonable accommodation for the time a guest remains in a unit.
7. Persons evicted from PRPHA public housing or terminated from the Housing Choice Voucher program or removed from the lease or as a participant before being evicted may not visit a family in public housing.

E. Live-In Aides

1. A live-in aide is an adult person whose reason to live in the public housing unit is to assist a disabled Tenant needing the assistance of the aide. A live-in aide resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and:
 - a) Is determined by a knowledgeable professional to be essential to the care and well-being of the elderly or near-elderly person or family member with a disability;
 - b) Is not obligated for the financial support of the person(s); and
 - c) Would not be living in the unit except to provide the necessary supportive services.
2. Live-in aides are household members, not family members, regardless of their familial relationship; therefore, live-in aides retain no rights to a unit upon the death, eviction, departure, or abandonment by the Tenant with the disability who needed the live-in aide.
3. Approved live-in aides are household members and are counted when determining the correct unit size.
4. If a non-Tenant family member is designated as the live-in aide of another family member, that live-in aide will not have remaining rights to the unit should the head of household die or leave the unit. A Live-in aide who is requesting to add his/her family members to the lease will also have his/her family members status added as live-in aide household members and they will also have no remaining rights to the unit. The live-in aide and his/her household members cannot reclassify themselves as family members, and they must all occupy one bedroom.
5. A relative that is already legally obligated to provide care to the family member requiring a live-in aide may not be classified as a live-in aide (i.e., parents cannot be the live-in aide of their child and a spouse cannot be the live-in aide to the other spouse). Any person already living in the unit cannot become a live-in aide.
6. A current public housing tenant or Housing Choice Voucher (HCV) participant may not simultaneously serve as a live-in aide for a public housing tenant in another public housing or HCV unit. The proposed live-in aide who is a public housing tenant or HCV participant will be required to voluntarily be removed from the lease of the public housing unit or as a

participant of the HCV program and will only be readmitted to public housing per this ACOP or to the HCV program per the Administrative Plan.

7. A current public housing tenant or HCV participant may, through the Visitor policy, assist a family needing a live-in aide on a temporary basis, which may be extended on a case-by-case basis. In such a case, an extra bedroom will not be provided.
8. A live-in aide's income is not counted towards the calculation of the Tenant's income eligibility or rent for the unit. Live-in aide's family members will not be counted toward the Tenant's income eligibility, rent, bedroom size, or child deductions for the Tenant.
9. Live-in aides are not required to meet all admissions screening criteria, but they must meet these criteria:
 - a) The tenant's qualified medical practitioner verifies that the live-in aide selected possesses the qualifications needed to support the tenant; and
 - b) The tenant's qualified medical practitioner states whether or not it is appropriate for the live-in aide to be employed outside the home; and
 - c) The live-in aide passes criminal history screening, does not owe a debt to any PRPHA, and has not committed fraud in connection with any federal housing program.
10. A live-in aide who does not pass screening will be rejected.
11. The live-in aide must vacate the unit within fifteen (15) calendar days from the passing or move-out of the individual receiving care.
12. Qualified Tenants or applicants are required to complete all applicable paperwork regarding the request for a live-in aide.
 - a) The qualified Tenant or applicant and the live-in aide are required to complete and sign PRPHA *Lease Addendum for Live-In Aides*. Failure to sign the lease addendum or violation of the terms of the lease addendum is grounds for lease termination.
 - b) The qualified Tenant or applicant is required to complete a 'Live-In Aide Request Form' or may request assistance from family, friends, advocates, PRPHA, or a Management Agent to complete the form.
 - c) The qualified Tenant or applicant is required to identify a 'knowledgeable professional' to certify the need for a live-in aide.
13. If a live-in aide is rejected because he/she did not pass screening, the Tenant (not an applicant) may grieve the rejection in accordance with PRPHA **Grievance Procedure**.

F. Units Occupied by Employees of the Management Agent or PRPHA

1. A public housing Tenant may become employed by PRPHA or a Management Agent. Employees who are public housing Tenants, are subject to the same lease terms and conditions as all other public housing Tenants. They have client numbers, public housing leases, and an obligation to pay rent. A Tenant employee's required rent payments cannot be lowered as a part of his/her compensation.

2. If a PRPHA Tenant is employed by a Management Agent company or PRPHA and the employment is later terminated, the Tenant will retain tenancy and be treated as any other Tenant.

G. Property Rules

1. Smoke Free-Unit Policy

- a) All properties owned, built, acquired or rehabilitated by PRPHA are smoke-free.
- b) Due to the increased risk of fires, increased maintenance costs and known health effects of secondhand smoke, smoking is prohibited in all areas of the property, including all buildings, all common areas, inside dwelling units, garages, parking areas and within 25 feet of the building(s) including entryways, porches, balconies, and partitions. Vaping on PRPHA property is also prohibited. Tenants are responsible for ensuring that family members and guests comply with this rule.
- c) Smoking means inhaling, exhaling, burning, carrying or possessing a lighted cigar, cigarette, pipe, or tobacco product, weed, plant or other smoking devise that contains tobacco product, weed or a plant including nicotine vapors (vaping).
- d) Violation of the smoke-free policy will be considered a lease violation.
- e) All public housing units are considered smoke-free, which is clearly stated in the Tenant's lease.

2. Firearms Limitations

- a) PRPHA Tenants are permitted to own legal firearms and to keep them in their apartments so long as the following conditions are observed:
 - 1) Firearms must be legal weapons, properly registered and permitted under the applicable laws of the jurisdiction;
 - 2) All firearms in PRPHA apartments must be stored in a locked cabinet or have fully functional trigger locks;
 - 3) Tenants may not display, brandish, or threaten others with their firearms anywhere on PRPHA property;
 - 4) Tenants must provide copies of all registrations and permits upon request by PRPHA staff or management agents.
- b) No person conducting business, residing, or visiting on or near PRPHA property is allowed to carry a concealed weapon onto any location owned and operated by PRPHA. Firearms, ammunition, or other weapons are prohibited at any PRPHA offices.
- c) Applicants who engage in criminal activity, including the displaying or using a firearm in a manner prohibited by law, shall not be admitted to PRPHA public housing. PRPHA will deny admission to applicants who at the time of consideration for admission have a criminal background involving criminal use of weapons.

d) Tenants and their authorized members, guests, or persons under their control, shall not display or use, anywhere on or near PRPHA property, any firearms, ammunition, or other weapons in violation of Federal, State, and local laws. It shall be in violation of PRPHA public housing program to:

- 1) Display, intentionally or unintentionally, a weapon while on or near PRPHA Property, or
- 2) Hide or conceal, intentionally or unintentionally, a weapon on one's person or belongings while on PRPHA Property, or
- 3) Fire or otherwise discharge, intentionally or unintentionally, the weapon while on or near PRPHA Property, or
- 4) Use, intentionally or unintentionally, a weapon with a verbal or nonverbal threat to shoot, fire, explode, throw, or
- 5) Cause, intentionally or unintentionally, any injury to or on another person, or
- 6) Cause damage to any personal or real property with the use of a weapon, or
- 7) Cause, intentionally or unintentionally, any other person to perform any of the above conduct.

e) Any Tenant, Tenant family members, guests, or persons under the Tenant's control known to be involved in the display or use of any firearms, ammunition, or other weapons on or near PRPHA owned and operated property will be subject to lease termination.

3. Non-payment

- a) If a family fails to pay the monthly rent by the 5th day of the month and PRPHA has not agreed to accept payment at a later date a friendly reminder letter will be sent. On the 6th day of the month (one day after the grace period for timely payment) a 14-day Notice of Lease Termination and Notice to Vacate will be issued to the Tenant for failure to pay rent, demanding payment in full or the surrender of the premises. If the reason for late payment is due to verified social security or TANF payments received too late to pay timely, the tenant will not be considered to have paid late.
- b) Any other charges in addition to rent are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, PRPHA may not take action for nonpayment of the fee until the conclusion of the grievance process.
- c) Partial payments will be applied as follows:
 - 1) First to delinquent charges in addition to rent;
 - 2) Second to delinquent rent;
 - 3) Third to current charges in addition to rent;
 - 4) Last to current rent.

4. Inspections and Notification of Inspections

- a) PRPHA is required to inspect each dwelling unit prior to move-in, at move-out and annually during occupancy. In addition, PRPHA may require additional inspections. The types of inspections conducted are as follows:
- 1) Move-in Inspections, head of household, co-head or spouse may attend the initial inspection and sign the inspection form for the head of household. PRPHA may conduct a follow up to the move-in inspection approximately 60-90 days after the family has moved in.
 - 2) Move-out Inspections, PRPHA must inspect the unit at the time the Tenant vacates the unit and must allow the Tenant to participate in the inspection if he/she wishes, unless the Tenant vacates without notice. PRPHA must provide the Tenant a statement of any charges to be made for maintenance and damages beyond normal wear and tear.
 - 3) PRPHA is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). Under the Public Housing Assessment System (PHAS), HUD's REAC physical condition inspection does not relieve PRPHA of its responsibility to inspect its units. Such inspections will be conducted by Management Agents.
 - 4) Quality Control Inspections, PRPHA may conduct supervisory quality control inspections of annual and move-out inspections, on five percent (5%) of all units or Five (5) total units, whichever is greater. Quality control inspections should be completed within 30 days of the original inspection.
 - 5) Special Inspections, PRPHA may conduct a special inspection for any of the following reasons.
 - i. Housekeeping
 - ii. Unit condition
 - iii. Suspected lease violation
 - iv. Preventive maintenance
 - v. Routine Maintenance
 - vi. There is reasonable cause to believe an emergency exists.
- b) Non-emergency entries. PRPHA will notify the Tenant in writing at least Forty-eight (48) hours prior to any non-emergency inspections. For regular annual inspections, the family will receive at least one (1) business week written notice of the inspection to allow the family to prepare the unit for inspection. Entry for repairs requested by the family will not require prior notice. Tenant requested repairs constitute permission for PRPHA to enter the unit, unless otherwise requested by the Tenant.
- c) Emergency Entries. PRPHA may enter the dwelling unit at any time without advance notice when there is a reasonable cause to believe that an emergency exists, or the unit is believed to be abandoned. If no adult household member is present at the time of an

emergency entry, PRPHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

- d) With the exception of move-in inspections, the Tenant is not required to be present for inspections. The Tenant may attend the inspection if he/she wishes.
- e) Inspections will be conducted during business hours, unless there is a need for a reasonable accommodation that would require the inspection to be conducted at a different time. If a family needs to reschedule an inspection, they must notify PRPHA at least Twenty-four (24) hours prior to the scheduled inspection. PRPHA will not reschedule the inspection more than once, unless the Tenant has a verifiable good cause to delay the inspection. PRPHA may request verification of such cause. A good cause reason may include illness of a family member, or a qualified individual with a disability requiring an advocate when staff is in the unit.
- f) PRPHA is obligated to maintain dwelling units and the communities in decent, safe, and sanitary condition and to make necessary repairs to dwelling units.
- g) Emergency Repairs. If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify PRPHA of the damage and PRPHA must make the repairs within a reasonable time frame.
- h) If the damage was caused by a household member or guests, PRPHA must charge the family for the reasonable cost of repairs. PRPHA may also take lease enforcement action against the family.
- i) If PRPHA cannot make repairs quickly, PRPHA must offer the family standard alternative accommodations. If PRPHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guests, or if the Tenant rejects the alternative accommodations.
- j) Defects hazardous to life, health or safety are listed on the Abatement Schedule, attached hereto.
- k) Non-Emergency Repairs. PRPHA will correct non-threatening health and safety defects within Twenty-five (25) business days of the inspection date. If PRPHA is unable to make repairs within that period due to circumstances beyond PRPHA's control (e.g., required parts or services are not available, weather conditions, etc.) PRPHA will notify the family of an estimated date of completion. The family must allow PRPHA access to the unit to make repairs.
- l) Tenant-Caused Damages. Damages to the unit beyond normal wear and tear will be billed to the tenant.
- m) Housekeeping Violations. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit

are in violation of the lease. In these instances, PRPHA will provide proper notice of a lease violation.

- n) A re-inspection will be conducted within Forty-eight (48) hours to confirm that the Tenant has complied with the requirements. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy.
 - o) Notices of lease violation will also be issued to Tenants who purposely disengaged the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination, fine or both.
5. Leave of Absence: An entire family may not be absent from the unit more than a total of 90 days in a 12-month period. A family must notify the Management Agent if the family is going to be absent more than two calendar weeks at any time. An individual family member may not be absent for more than 90 consecutive days in any 12-month period except when the absence is due to the verified employment of an adult family member. Employment absences may be up to 180 days in a calendar year.

While the family is absent they are still responsible for complying with all lease requirements including regular recertifications, paying rent and utilities if applicable, and assuring that the unit is secured. Single person families must notify PRPHA of a contact person who will be responsible for any emergencies while the family is away.

V. Transfer Policy

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

A. Transfer Policy

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

- b. For voluntary, incentive or Tenant-initiated transfers, refusal of a unit offer with or without good cause will result in the removal of the household from the transfer wait list. Tenants will not be able to request any of these transfer types for 12 months from the date of removal letter.
4. PRPHA may revise the transfer categories below to create and implement special programs and/or incentives for the benefit of public housing Tenants.

B. Transfer Categories

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

1. **Emergency Transfers**: A mandatory transfer upon determination by the Management Agent, PRPHA, or determined in a legal proceeding that unit or building conditions pose an immediate threat to Tenant life, health, or safety.
 - a. Prior written notice to the Tenant is not required for an emergency transfer;
 - b. Emergency conditions that occur due to abuse or neglect to a unit by the Tenant will be grounds for emergency transfers; however, the responsible Tenant will be charged for the damages caused to the unit and/or may have his/her lease terminated;¹⁴ and
 - c. Refusal to accept an emergency transfer is grounds for lease termination and eviction.
2. **Mandatory Administrative Transfers**: Some examples include, but are not limited to:

The categories listed below are hierarchical, meaning that a VAWA transfer takes priority over a modernization transfer, etc.

- a. A VAWA transfer requested by a Tenant and approved by PRPHA to resolve problems of a life-threatening nature that are not related to unit or building conditions, including but not limited to removing Tenants from dangers of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and other documented situations of nonrandom violence that put a Tenant's life in danger. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred.
- b. Transfers to permit unit modernization. PRPHA does not guarantee Tenant the right to return to the former unit – just to a unit that is the right size and type for the Tenant family.
- c. A transfer to move Tenants not requiring the accessibility features of their current unit so that the unit may be occupied by an applicant or Tenant with a disability requiring the accessibility features of the unit.

¹⁴ A Tenant may challenge any charges for damages in accordance with **PRPHA Grievance Procedure**.

- d. It is mandatory for PRPHA to address a request for a transfer for Tenants with disabilities who are verified to have a need for a transfer as a reasonable accommodation. The Tenant is not required to accept the transfer and may receive up to three offers of units. Management Agents that have transfer requests of this nature must notify the 504 Coordinator. A recommendation to approve the transfer request must be issued by the 504 Coordinator before the transfer is conducted. Examples of such transfers may include, but are not limited to:
- 1) Transfers to a unit in closer proximity to healthcare providers;
 - 2) Transfers to a unit which provides an extra bedroom for a live-in aide, large medical equipment, a separate room for a family member needing extra space for a verified medical need (e.g., a child who may have loud, disruptive/violent outbursts), etc.;
 - 3) Transfers to a unit located on the first floor of a development;
 - 4) Transfers to a unit without mobility barriers, such as stairs, shower curb, etc.; and
 - 5) Transfers to units for the vision or hearing-impaired.
- e. Transfers initiated by PRPHA for families who are over-housed (living in unit with more bedrooms than occupants) in accordance with the Occupancy Guidelines (Section II.I) and transfers initiated by PRPHA for families who are overcrowded (living in a bedroom size too small) in accordance with the Occupancy Guidelines¹⁵.
- f. Transfers of families from units that have been selected for homeownership when the tenant is not participating in the homeownership program.
- g. Transfers of participants in the homeownership program who have completed the requirements for homeownership and have purchased a home.
- h. A public housing tenant who lives in a tax credit unit who no longer meets the LIHTC occupancy requirements, such as becoming a student or over income.

3. **Voluntary Administrative Transfers:**

- a. Senior designated Housing transfers are available to lease-compliant Tenants of senior buildings impacted by a Designated Housing Plan (DHP) who wish to transfer from the senior designated housing property to a family property and who were in residency on the date of the DHP designation.
- b. Transfers available to elderly lease-compliant Tenants of family properties who wish to transfer to a senior designated housing property and who were in residency on the date of designation.

¹⁵ When a head of household, originally housed in bedroom size by his/herself, gives birth or adopts a child, the family will not be considered overcrowded for this transfer type until the child is age two.

4. **Tenant-Initiated Transfers for Good Cause:** A transfer requested by lease-compliant heads of household who have been in their current units for at least one (1) year and can demonstrate a good cause need for the transfer.
 - a. PRPHA will allow a Tenant in good standing to choose up to three developments or senior designated housing properties to which they can request to transfer based on the good cause reason provided in the request. The Tenant may change the properties selected prior to an offer being made for good cause.
 - b. PRPHA will process Tenant-Initiated Transfers for Good Cause on an ongoing basis in conjunction with new admissions from the wait list.
 - c. Definition of good cause is located in the Definition Section of this policy.
 - d. Tenant lease compliance will be reviewed before the Tenant-Initiated Transfer will take place, including a home inspection. Failure to maintain lease compliance will result in the Tenant Initiated Transfer request being denied and the Tenant family may be subject to lease termination. The Tenant will not be eligible to re-apply for a Tenant Initiated Transfer for 12 months from the denial date.
5. VAWA transfers to the Emergency Housing Voucher Program: In some cases, tenants who are victims of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and other documented situations of nonrandom violence that put a tenant's life in danger, require that the tenant be transferred from public housing to the Emergency Housing Voucher program. These transfers are dealt with expeditiously and without consideration of lease compliance until the family is transferred.

C. Processing Transfers

1. The transfer wait list is maintained by Property, Bedroom Size, category and date/time, and Management Agents process the transfers for their assigned properties.
2. Tenants may request transfers from Management Agents with the necessary documentation to substantiate the need for the transfer. Management Agents must maintain the transfer request package. Tenants will be informed in writing of approval or denied request. If a Tenant is denied permission to transfer, the decision may be grieved under the PRPHA Grievance Procedure.
3. The Management Agent will examine the criminal history from the most recent annual reexamination on all adult household members age 18 and over. The Management Agent will approve the Tenant's eligibility to transfer based on the documentation provided in the transfer request package and the results of the criminal background check. If the request is denied based on the criminal background information, Management Agent will provide a copy of the criminal background information used.
4. The PRPHA 504/ADA Coordinator must approve all transfers for reasonable accommodations.
5. Once the transfer request package is complete, the Management Agent places the transferring resident on the Transfer Waiting List in the appropriate property, bedroom size

and category by the date and time the initial request was made (orally or in writing for a reasonable accommodation request).

6. PRPHA shall take into consideration issues of personal safety when transferring families to/from buildings. The family must provide documentation of domestic violence, sexual violence, dating violence, stalking, sexual assault or hate crimes, and/or other situations of non-random violence that put a Tenant's life in danger when contesting transferring to/from a building or area of the city.
7. Transfers may be initiated by PRPHA (e.g., moving a Tenant who does not need the features of an accessible unit to a non-accessible unit).
8. Unit offers for Tenants on the wait list:
 - a. Tenants who request a transfer will receive only one unit offer; however, multiple unit offers may be made to satisfy a reasonable accommodation request.
 - 1) For mandatory transfers, refusal of a unit offer without good cause will result in lease termination.
 - 2) For voluntary transfers, refusal of a unit offers with or without good cause will result in the removal of the household from the transfer wait list.
9. Failing to respond to an outreach will result in the Tenant's name being removed from the wait list.
10. Tenants will be notified of transfers as follows:
 - a. For emergency transfers, there is no notice requirement.
 - b. Management Agents may provide less than the Thirty (30) calendar day notice for mandatory administrative transfers to correct occupancy standards and in cases where the Tenant is in danger from domestic violence, sexual violence, dating violence, stalking, sexual assault or hate crimes, and/or other situations of non-random violence or some medical condition that is not life-threatening but may be exacerbated by their current unit or location.
 - c. For all other transfers, the Management Agent may provide at least Thirty (30) calendar day notice. An example of this transfer type would be a voluntary tenant-initiated transfer to move to a property closer to the tenant's employment.
11. Tenants must move to the new unit within five calendar days of accepting the offer.

D. Tenants in Good Standing

1. For voluntary administrative, incentive, and Tenant initiated transfers, Tenants are required to be in good standing, which includes, but is not limited to:
 - a. Being current on rent payments without an unpaid balance at any time in the past year, or current on a repayment agreement. If past rent is owed, the Tenant will not be transferred until a repayment plan is established and at least half of the payments due are received, or if prior repayment plans have been defaulted, back rent is paid in full;

- b. Maintaining utility connections, as well as being current on utility payments to any utility supplier, or current with any repayment agreement with the utility supplier;
 - c. Remaining compliant with the terms of PRPHA **Lease Agreement** and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease;
 - d. Promptly paying all charges in addition to rent or on a repayment agreement with PRPHA
 - e. Meeting reasonable housekeeping standards and having no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping. A Tenant with housekeeping standards violations will not be transferred until the Tenant passes a follow-up housekeeping inspection;
 - f. Having not destroyed, defaced, damaged, or removed any part of a unit or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse; and
 - g. In compliance with PRPHA's Community Service Requirement/Economic Self-Sufficiency Program.
 - h. During screening, the Management Agent will determine if the Tenant is in good standing and in compliance with PRPHA Lease Agreement.
 - i. PRPHA will make exceptions to these good standing requirements in the case of extenuating circumstances or reasonable accommodation transfers.¹⁶
 - j. PRPHA will provide transfers for victims of domestic violence, sexual violence, dating violence, sexual assault, stalking, or hate crimes, and/or other situations of non-random violence even if a Tenant is not in good standing; however, a new lease will not be executed until the Tenant resolves all issues related to non-compliance which are not related to the need for the victim assistance transfer.
2. Mandatory transfers do not stop the lease termination process.

E. Cost of Transfers

1. PRPHA will pay the costs associated with moving and transfer of utilities for all emergency transfers, VAWA transfers, reasonable accommodation transfers and modernization transfers.
2. Tenants are solely responsible for all costs associated with all other transfers such as occupancy standards transfers.

¹⁶ E.g., One person not in good standing who is living alone in a three-bedroom unit and does not want to move to a smaller unit in accordance with the Occupancy Guidelines.

F. New Lease

1. Whether a Tenant transfers from one PRPHA unit to another unit within the same development (intra-development), or from one PRPHA development to another development (inter-development) a new lease will be executed for the dwelling into which the family moves. The Management Agent will notify and bill the Tenant for any damages not due to normal wear or tear at the old unit.

G. Split Family Transfers (Applicable only to VAWA transfers, reasonable accommodations and modernization transfers)¹⁷

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

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

VI. Re-examinations of Income and Family Circumstances

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

¹⁷ Due to system limitations, the split family transfer will be processed as a new admission. In fact it is a transfer, but the only way to establish the second family in the automated system is to process it as a new admission.

A. Eligibility for Continued Occupancy

1. Tenants must meet the following criteria to be eligible for continued occupancy:
 - a. Qualify as a family as defined in Section XIII of this policy;
 - b. Maintain full compliance with the Tenant obligations and responsibilities as described in PRPHA Lease Agreement;
 - c. Have Social Security numbers for each family member or have signed certifications under penalties of perjury for any family member who indicates they do not have a Social Security number; Tenants who are 62 years of age or older and had not previously disclosed a valid SSN as of January 31, 2010, are exempt from this requirement. This exemption continues even if the individual moves to a new assisted unit.
 - d. Meet HUD standards for citizenship or eligible immigration status or pay a prorated rent;
 - e. Maintain compliance with or provide documentation of exemption from PRPHA Community Service Requirements/Economic Self-Sufficiency Programs, (Section VI.G.); and
 - f. Not have an adjusted income over 120% of the AMI for two consecutive recertifications after the first time the family exceeds this “over-income” limit. PRPHA may not evict a family for being over the income limit for public housing if the family currently receives an earned income disallowance or has a valid contract for participation in a Family Self-Sufficiency (FSS) Program.
 - g. Continue to otherwise meet eligibility requirements for the housing program and any site-specific eligibility requirements.
2. All adult household members, including live-in aides, must pass a criminal background check at every annual reexamination.
3. All children, in the household between the ages of 7 and 17, are required to attend school on a regular basis, in accordance with local law. Tenants shall provide PRPHA with a copy of their child(ren)’s report cards on a yearly basis to demonstrate attendance. Tenants shall also provide PRPHA with releases and authority so that PRPHA can inquire into the attendance of any school aged child between the ages of 7 to 17.
4. Tenants may be required to prove through documentation that children age 13 and under participate in daycare, after school programs, or are otherwise adequately supervised when school is not in session.
5. A Tenant must continue to demonstrate suitability based on satisfactory behavior as a renter including but not limited to housekeeping performance; good payment records for rent; other charges and utilities; satisfactory record of lease compliance; and an acceptable criminal background record as a law-abiding member of society. Tenants found to be ineligible during re-examination will be subject to lease termination and the Grievance Procedure.

6. If any adult member of the household fails to pass the criminal background check during reexamination, PRPHA may begin lease termination against the entire household. PRPHA shall provide the Tenant with a copy of the background information used to make the determination to terminate the lease.

B. Re-examinations

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

1. During the regularly scheduled reexamination, PRPHA will offer Tenants the opportunity to make a decision on whether to pay income-based rent or the flat rent applicable to the dwelling unit they will occupy.
 - a. PRPHA will re-examine the family composition and income of all Tenant families other than those whose sole source of income is fixed income (social security, SSI, TANF). Fixed income families will still have annual reexams, but the purpose is to determine whether the unit size and type is still appropriate for the family. Full income reexams of fixed income families will only take place every 3 years.
 - b. Families paying flat rent shall have their family composition re-examined annually to ensure PRPHA Community Service Requirements/Economic Self Sufficiency Programs requirements, if applicable, are met.
2. The re-examination process shall begin approximately 120 days prior to the expiration of the lease. In the case of a Tenant transfer, the anniversary date (lease date) for the Tenant becomes the earlier of the former anniversary date or the 1st day of the month after the transfer. In no case may the period between annual recertifications be longer than 12 months.
 - a. Re-examination must be completed before the expiration of the lease. The Tenant may be terminated for failure to comply with re-examination notices. If the Tenant comes in for reexamination once termination has started, the termination process will continue until the reexamination is complete.
3. The Tenant shall sign a personal declaration form to certify the validity and completeness of the documents provided during the re-examination process. All adult members of the Tenant household must sign all consent forms that authorize PRPHA to make necessary inquiries into the Tenant and household members' behavior or background as it relates to lease compliance. This includes obtaining arrest and conviction information in order to determine a pattern of behavior and the likelihood of lease compliance. Failure to sign all consent forms, including HUD Form 9886 and PRPHA Authorization and Consent Release Form, will result in the Tenant's lease termination.
4. All information in a Tenant file must be verified. As part of the verification process, all adult members of the Tenant's household must: (1) sign all consent/release forms, including HUD Form 9886; (2) complete all relevant paperwork; and (3) return all documentation required to complete the verification process. Verifications are considered hierarchically:
 - a. UIV/EIV (for income-related matters);

- b. Up front verification (UIV) using a non-HUD System (Work Number)
 - c. Third-party written verification (tenant provided documentation);
 - d. Third-party verification form;
 - e. Third-party oral verification; and
 - f. Tenant Self-Certification.
5. PRPHA or Management Agent shall document the steps taken to obtain information through the verification process before proceeding to next level of the hierarchy.
 6. Tenants whose sole source of income is fixed (Social Security, SSI, TANF) will have their incomes/rents verified only every 3 years. In the interim years their rent will be based upon their previous income adjusted by the Cost of Living increase applicable at that time.
 7. When it is not possible to estimate family income accurately at re-examination, a temporary determination will be made. PRPHA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period.
 8. Zero Income Family Certification: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every Ninety (90) calendar days until they have a stable income. A monetary or non-monetary contribution from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income.
 9. If PRPHA is in the process of terminating the lease of a Tenant when the Tenant is scheduled for reexamination, the re-examination will be completed. If PRPHA prevails in the lease termination action, the Tenant will be evicted.
 10. If any adult member of the household fails to pass the background check (including registered sex offenders) during re-examination, PRPHA will begin lease termination.
 11. At any time, a Tenant may request an interim re-examination of family composition or income due to changes since their last certification, and PRPHA shall provide one unless the Interim is for a change of income lasting less than 30 days.

C. Action Following Re-examination

1. Failure by the Tenant to complete re-examination is a serious lease violation and grounds for lease termination.
2. If a change in the unit size is required, the Tenant will be placed on a transfer wait list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available. Failure by a Tenant to comply with a mandatory administrative transfer is cause for lease termination.
3. If there is any change in rent, a Notice of Rent Adjustment will be issued prior to the effective date of the rent adjustment. The Notice of Rent Adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and information regarding the Tenant's right to request an informal hearing if he/she disagrees with the new rent.

D. Unit Maintenance and Inspections

Tenants are responsible for maintaining their unit in a safe, decent, and habitable condition. Housekeeping, cleaning, and/or maintenance of Tenant's assigned areas (e.g., yards, porches, etc.) are also the responsibility of the Tenant and his/her household.

1. Management Agent staff will conduct inspections to ensure that Tenants are maintaining their units and assigned areas in safe and sanitary conditions. Tenants will not be held responsible for normal wear and tear.
2. Annual inspections will be conducted for all units. Tenants will be notified at least Forty-eight (48) hours in advance. Management Agents shall inspect the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. PRPHA will use all inspections to assess the Tenant's compliance with housekeeping standards and overall care of the dwelling unit and equipment in accordance with the Lease. The Management Agent will provide the Tenant with a written statement regarding dwelling unit conditions, and work orders will be generated for all items found to be in disrepair. Management Agents will take photographs to document housekeeping violations that rise to the level of health, safety or fire hazards.
3. If the Management Agent detects any serious housekeeping problems that violate health, safety or fire codes, the Management Agent will photograph the problem areas, provide the Tenant with a detailed written list of all the housekeeping violations, explain what is necessary to resolve the problems and the time period the Management Agent will grant for the Tenant to cure the unsatisfactory conditions. At the end of the period for cure, the Management Agent will reinspect the unit to determine whether the housekeeping violations have been corrected. Any continuing or new violations will be photographed to document the lease termination case.
 - a. PRPHA reserves the right to document all inspections and observed deficiencies.
 - b. Any Tenant found to be in violation of PRPHA or Management Agent housekeeping standards will be required to complete the home maintenance/housekeeping orientation again.
 - c. In addition to repeating the home maintenance/housekeeping orientation, Tenants will be fined in accordance with the charge sheet for repairs and maintenance.
4. The Management Agent will give the Tenant forty-eight (48) hours to cure housekeeping violations. The Management Agent will conduct an inspection at the end of the forty-eight (48) hours cure period as a follow up to any housekeeping violations found during the annual inspection and to measure corrections to any identified unsatisfactory conditions and progress toward resolution of the problem. If the housekeeping violation has not been resolved at the end of the forty-eight (48) hours or the established cure time period, the Management Agent may proceed with lease termination.
5. Management Agents may conduct additional, more frequent housekeeping inspections of Tenants with histories of poor housekeeping. Tenants will receive at least forty-eight (48) hours notice that such inspection will take place.

6. Property management may conduct inspections of units where an extra bedroom has been granted to reasonably accommodate a Tenant or family member's verifiable disability. Management Agents will inspect to see that the extra rooms are being utilized in accordance with the documented reason for the accommodation (e.g., a live-in aide, large hospital bed, breathing apparatus, mobility aides, etc. are housed within the room). If the extra bedroom is not being used in accordance with the documented reason for the accommodation, the Tenant may be considered over housed and may be transferred to an appropriately sized unit.

E. Effective Date of Rent Adjustments

1. Timely Reporting (Within Ten (10) calendar days of the occurrence):
 - a. Decreases in rent - First (1st) day of the month after the decrease in income is first reported to the Management Agent. Income decreases reported or verified after the tenant accounting cut-off date established by the PRPHA Finance Department will be effective the first of the next month, which, depending on how soon the income decrease is verified, may result in a credit retroactive to the first month. Example: Tenant reports an income decrease on October 28th, but the verification process is completed November 10th – in this case the tenant would be billed their former (higher) rent on November 1st but when the verification is completed, the tenant would get a rent credit back to November 1st.
 - b. Note that there are NO RETROACTIVE RENT DECREASES. If a Tenant does not report an income decrease until five months after it occurs the earliest a rent reduction can be effective is the first of the sixth month.
 - c. Increases in rent not due to misrepresentation or omission – Require a Thirty (30) calendar day notice to the Tenant and become effective the first day of the second month following the increase in income.
2. Late Reporting (After Ten (10) calendar days of the occurrence):
 - a. Decreases in rent - The household is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Management Agent. Any applicable earned income disallowance period will occur, whether the rent adjustment is reported in a timely manner or not.
 - b. Increases in rent - The household will receive a charge for the prior months that were affected by the increase
3. A misrepresentation or omission may be grounds for lease termination and eviction.

F. Remaining Family Members

1. If the head of household dies or leaves the unit without housing subsidy assistance (e.g., institutionalization and forming a new unsubsidized household) continued occupancy by remaining family members may be permitted only if:
 - a. The family reports the death or departure of the head of household within Thirty (30) calendar days of the occurrence;

- b. The family member requesting to become the new head of household is age 18 years or older, , has not had any unauthorized extended absences, there are no rent and/or criminal activity violations and passes applicant screening; and the new PRPHA-approved head of household signs a new lease.
2. The new head of household will be held responsible for rent arrearages, unless the arrearage occurred before the new head of household turned age 18.
3. At PRPHA's sole discretion, in senior designated housing only, exceptions may be made in instances where there is an elderly remaining family member who has not resided in the unit for at least Twelve (12) consecutive months.
4. Household members (live-in aides, live-in aides' family members, foster children, and foster adults) do not have rights as remaining family members to become the head of household. If no authorized remaining family members are eligible to assume the head of household role, the household members must vacate the unit in fifteen (15) calendar days. Live-in aides do not have any continued occupancy rights if the person who they cared for dies or leaves the unit, even if the live-in aide was a family member (not living in the unit) prior to becoming a live-in aide. If a Live-in aide or foster adult is allowed to bring additional household members with them to the unit (i.e., spouse, partner, children), such persons similarly do not have rights as remaining family members to become head of household or obtain any public housing program benefits.
5. Remaining family members, who are non-elderly and were residing in senior designated housing properties on the date of the designation, may continue to remain in their unit if the elderly family's head of household, co-head of household, or spouse passes away. If he/she wishes to add a non-elderly person to the household or upon request, PRPHA will transfer the non-elderly remaining family member to a family property.
6. When a head of household leaves a household with children or adults with a disability who cannot assume the role of the head of household, and there is no remaining family member to assume the head of household role, the lease may be terminated. Subject to program eligibility and voucher availability, PRPHA may offer either an HCV or a public housing unit to a permanent legal custodial guardian.
 - a. The permanent legal custodial guardian will be required to document that he/she has been awarded permanent legal custodial guardianship of the minor or disabled family members within Ninety (90) days. An extension may be granted upon written request prior to the expiration date on a case-by-case basis. Legal documentation must be provided for the process to begin.
 - b. The permanent legal custodial guardian may be held responsible for rent arrearages incurred by the former head of household and/or co-head of household on a case-by-case determination.
7. Unauthorized occupants are not considered remaining family members and have no rights to the unit.

G. Community Service and Economic Self-Sufficiency Requirement

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

- 3) Verifiable job search activities or apprenticeship programs;
 - 4) Substance abuse or mental health counseling;
 - 5) English proficiency or literacy (reading) classes;
 - 6) Parenting classes or budgeting and credit counseling; and
 - 7) Activities required by the Department of Public Assistance as part of welfare reform.
- e. The economic self-sufficiency hours will count toward the eight (8) hours per month requirement and will only count hours when a non-exempt adult is actually attending class or engaged in job training. The required hours will not include time in transit.
- f. Community service and economic self-sufficiency activities can be performed within or outside the neighborhood.
- g. An adult member of the family is exempt from the Community Service and Economic Self-Sufficiency Requirement when such member:
- 1) Is 62 years of age or older;
 - 2) Is blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (**42 USC 416(i)(1)**) and certifies that he/she is unable to comply with the requirement;
 - 3) Is verified to be the fulltime caretaker of a disabled person as defined above when such caretaking is verified to be necessary;
 - 4) Is retired (retirement is not age-based) and receives a pension;
 - 5) Is enrolled as a full-time student at a secondary school, accredited college, university, apprenticeship program, or trade school;
 - 6) Is engaged in work activities at least 30 hours per week;
 - 7) Meets the requirements for being exempted from engaging in a work activity under the State Program funded under part A of title IV of the Social Security Act (42 USC 01 et seq.) or under any other welfare program of the jurisdiction, including a State administered welfare-to work program; or
 - 8) Is a member of a family receiving assistance, benefits or services under a State or Territorial program funded under part A of title IV of the Social Security Act (42 USC 601 et seq.) or under any other welfare program of the jurisdiction, including a state-administered welfare-to-work program, and has not been found by the administering entity to be in noncompliance with such a program.
 - 9) Receives SNAP benefits in his/her own name and is in full compliance with the SNAP eligibility requirements.
6. Family Obligations
- a. At lease execution or re-examination after the effective date of this policy, all Tenants and adult authorized members of the household, age 18 and over, must:

- 1) Provide documentation that they are exempt from the Community Service and Economic Self-Sufficiency Requirement if they qualify for an exemption; and
 - 2) Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service and Economic Self-Sufficiency Requirement is grounds for non-renewal of the lease.
- b. At each regularly scheduled re-examination, non-exempt Tenants and adult authorized members of the household must present a completed documentation form of activities performed over the previous twelve (12) months. The forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month.
- c. Change in exempt status:
- 1) If, during the twelve (12) month period, a non-exempt Tenant or adult authorized member of the household becomes exempt, it is his/her responsibility to report this to the Management Agent and provide documentation of the qualifying exemption.
 - 2) If, during the twelve (12) month period, an exempt Tenant or adult authorized member of the household becomes non-exempt, it is his/her responsibility to report this to the Management Agent.
7. Non-Compliance of a Non-Exempt Family Member
- a. All non-exempt adults who are subject to the Community Service requirement get 2 years in which to make up any delinquent hours before PRPHA may take lease enforcement action.
 - b. If during a re-examination, it is determined that a non-exempt adult family member has failed to either report or complete the required Community Service and Economic Self-Sufficiency hours, the Management Agent shall send a Notice of Lease Violation to the head of household that describes the non-compliance and states that PRPHA will not renew the lease at the end of the second 12-month lease term after non-compliance, unless the head of household and the noncompliant adult enter into a written agreement (Lease Addendum Agreement) at their re-examination to cure the non-compliance issue in the coming 12 months by performing the missing hours of community service/economic self-sufficiency activity along with the 96 hours accruing in that second year¹⁸.
 - c. The non-exempt adult will be granted one (1) year to make up any lost hours while simultaneously completing his/her current requirements of ninety-six (96) hours a year.
 - d. The notice of Community Service non-compliance shall state that the Tenant may grieve the determination of non-compliance through PRPHA Grievance Procedure or exercise any judicial remedy to timely address the nonrenewal of the lease.

¹⁸ The family may also comply with the Community Service rules if the family provides written verifiable documentation that the non-compliant adult is no longer residing in the unit.

- e. If, at the second regularly scheduled re-examination, the Tenant has not made up the delinquent hours of community service or economic self-sufficiency activity, the family is not entitled to another chance to make up the incomplete hours:
 - 1) The Management Agent will notify the Tenant that he/she has been deemed noncompliant due to the failure to comply with the Lease and that the lease will not be renewed.
 - 2) At this point, the Tenant will not be allowed to sign any of the paperwork included in the lease renewal packet, and the Management Agent shall serve a Notice of Intent to Not Renew the Lease.
 - 3) If the Tenant fails to leave the unit, the Management Agent will serve the head of household with a Notice to Vacate the Property within Thirty (30) days and initiate the eviction process.
8. The head of household may use PRPHA **Grievance Procedure** on behalf of any member of the family to contest the determination whether to grant an exemption and/or the decision to initiate the lease termination.

H. Other Tenant Opportunities

- a. Family Self- Sufficiency Program. Eligible families may participate in the Family Self-Sufficiency program, which enables families to increase their earned income and reduce their dependency on welfare assistance and rental subsidies.

VII. Interim Adjustments for Rent & Family Composition

If there are any of the changes in a family's income or household composition described herein between regularly scheduled reexaminations, an interim re-examination shall be conducted. At any time, a Tenant may request an interim reexamination, and PRPHA may grant it. If the last regular re-examination was effective more than 90 days prior to the change in family circumstances, only family information and income that has changed must be re-verified. An interim re-examination does not affect the date of a Tenant's regularly scheduled reexamination.

A. Adjusting Rent between Regular Re-examinations (Interim Increase / Reduction in Rent)

1. Tenants are required to report all changes in family composition or income to the Management Agent within Ten (10) calendar days of the occurrence.
2. Failure to report changes in income within the Ten (10) calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, Tenants must report income decreases.
3. Tenants are required to report interim increases in income. If a Tenant was granted an interim rent reduction, he/she must report an interim increase in income within 10 calendar days.
4. When PRPHA makes a rent calculation error at admission or at re-examination, and it causes the household's rent to be too low, any increase in rent will not go into effect retroactively. The increase in rent will go into effect the first day of the second month after PRPHA error is discovered and proper notice of the rent increase has been given to the family. If PRPHA's

rent calculation error resulted in an overpayment by the Tenant, the Tenant has the choice between a refund for overpayment or a credit to his/her account, provided no outstanding balance is due.

5. If the error in rent calculation is caused by the information reported by the Tenant at admission or any re-examination, resulting in an overpayment by the Tenant, the Tenant's rent will decrease effective the month after reporting. Less than a Thirty (30) day written notice, if necessary, is allowable to correct the error. The Tenant will not receive a retroactive credit.
6. PRPHA will process interim changes in rent in accordance with the table below¹⁹:

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¹⁹ This chart may not show all interim changes. PRPHA reserves the right to process interim changes as needed.

<u>INCOME CHANGE</u>	<u>PRPHA ACTION</u>
(a) Decrease in income that lasts 30 days or more. (subject to Imputed Welfare Income rules ²⁰)	PRPHA will process an interim rent reduction in rent if the decrease will last more than 30 days and is not related to imputed welfare income.
(b) Increase in income following interim rent decrease.	PRPHA will process an interim rent increase.
(c) Increase in earned income of a current household member.	PRPHA will not process an interim rent increase. If the person is eligible for an Earned Income Disallowance (see Section VII.C), PRPHA will grant the disallowance.
(d) Increase in unearned income (e.g., COLA adjustment for Social Security).	PRPHA will not process an interim rent increase.
(e) Increase in income because a person with income (from any source) joins the household.	PRPHA will process an interim rent increase.
(f) Tenant misrepresented or failed to report facts upon which rent is based; therefore, Tenant is paying less rent than they should have been paying.	PRPHA will apply increase in rent retroactive to the first day of the month after the month when the misrepresentation or omission occurred. Misrepresentations or omissions are also grounds for lease termination.
(g) Tenant paying income-based rent has a verified increase in deductions/ allowances. For example, a working family has a baby (new \$480 deduction).	PRPHA will process an interim rent reduction. An increase in a Tenant's deduction(s) will cause a reduction to their adjusted income.
(h) Families who have elected to pay Flat Rent experience a qualifying hardship.	PRPHA will process an interim rent reduction and adjust the family's rent to income-based rent.
(i) Flat rent Families who were granted a hardship and moved to an income-based rent experience an increase in income	PRPHA will process an interim rent increase, keeping the family on an income-based rent (which may be a ceiling rent)
(j) Families paying Minimum Rent experience a qualifying hardship	PRPHA will reduce rent to the greater of 10% of monthly income or 30% of monthly adjusted income unless the hardship is verified to last less than 90 days, in which case minimum rent is reinstated.
(k) Increase in monetary or non-monetary income after Tenant claimed zero income.	PRPHA will process an interim rent increase or if the individual is eligible for an Earned Income Disallowance, grant the disallowance. 24 CFR § 960.255.

²⁰ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

7. The Management Agent must document and verify the circumstances applicable to rent adjustments.
8. PRPHA will process interim decreases in rent as follows:
 - a. An interim adjustment will be processed when a Tenant reports a decrease in income that is expected to last more than Thirty (30) calendar days.
 - b. An interim adjustment will not be processed when a decrease in income is reported, and PRPHA verifies that the decrease will last less than Thirty (30) calendar days.
9. Tenants that report no source of income are required to complete an income re-examination every ninety (90) days, in accordance with Section VI.B. Reporting is required until income increases, or it is time for the next regularly scheduled re-examination, whichever occurs first.
10. If an interim is requested within thirty (30) days of the beginning of the regularly scheduled re-examination process, the interim must be completed in accordance with Section VI.E., and the information gathered can also be used to complete the regularly scheduled reexamination process. The Management Agent does not need to re-verify the information gained from this interim.
11. If a Tenant has a decrease in income from public assistance because his/her grant is reduced for one of the following reasons, the Tenant's rent will not be reduced:
 - a. The Tenant committed welfare fraud;
 - b. The Tenant failed to comply with economic self-sufficiency requirements.
12. If a Tenant formally challenges the welfare department's reduction of a grant, an interim reduction in rent will be processed until a final determination is made by the welfare department.
 - a. If the welfare department upholds their original ruling about the grant reduction, the Tenant will owe a retroactive rent for the period of the granted interim rent reduction.
 - b. If the welfare department overturns the grant reduction, no retroactive balance is owed.

B. Effective Date of Rent Adjustments

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

C. Earned Income Disallowances.

1. An adult Tenant qualifies for an Earned Income Disallowance (EID) when the Tenant has an increase in earned income and:
 - a. Obtains employment after having been unemployed for at least Twelve (12) months, or goes to work after having earned less than the equivalent of 10 hours of work per week for a 50-week year at minimum wage;
 - b. Receives new or increased earnings during participation in any job training or other economic self-sufficiency program; or

- c. Receives new or increased earned income while receiving or within six months of having received assistance, benefits, or services funded through the program of Temporary Assistance to Needy Families (TANF) or Welfare to Work Program. Provided that the total value is at least \$500 over a six-month period, TANF benefits that qualify a family for an EID include:
 - 1) Cash benefits;
 - 2) Non-cash benefits, services, or assistance; or
 - 3) Benefits such as wage subsidies, transportation assistance, childcare subsidies, and one-time payments provided.
2. During the first Twelve (12) months (initial period) after the date when the Tenant qualified for the EID, the Tenant's rent will not increase because of the new earned income. Rent during this period will be based on the Tenant's income before qualifying for the EID, plus any increases in unearned income that may occur after qualifying for the EID.
3. During the second Twelve (12) months (phase-in period) after the date the Tenant qualified for the EID, the Tenant's rent will increase by an amount equal to 50% of what the increase would be if not for the EID.
4. The disallowance periods described in numbers C.2. and C.3. above only occur while the Tenant is employed. If the Tenant stops working for any reason the disallowance period will continue to run for a straight 24-month period.
5. Even if the full Twenty-four (24) months of disallowance ((12) months of 100% disallowance plus Twelve (12) months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the Tenant first qualified for the EID.
6. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if he/she qualifies as described under number C.1. above.
7. Only one EID may be granted to a Tenant in a lifetime.
8. Tenants may qualify for a retroactive EID if all of the following are true:
 - a. The Tenant had new or increased earned income and qualified for an EID after 10/1/99;
 - b. The Tenant reported the increased income;
 - c. PRPHA increased the Tenant's rent based on increased income; and
 - d. The Tenant paid the increased rent.
9. If a Tenant qualifies for a retroactive EID as described in number C.8. above, he/she shall be entitled to a rent credit. Before the amount potentially owed to a Tenant for a retroactive rent credit is determined, any amounts owed to PRPHA by the Tenant shall be deducted.

D. Interim Changes in Household Composition

1. All changes in family composition must be reported within Ten (10) calendar days of the occurrence. These changes would include:

- a. A family or household member included on the lease leaves the unit; or
 - b. Natural birth, adoption, or court-awarded custody of a child (excluding foster care arrangements) to a current family member.
2. Heads of households who do not notify PRPHA of additions or who permit persons to join the household without prior authorization are in violation of their lease and are subject to lease termination.
 3. The addition of a live-in aide, foster child, foster adult, or kinship care child between reexaminations must be requested in writing and requires authorization from PRPHA and the Management Agent before the individual may move into the unit.
 4. Additional income that the live-in aide, foster child, foster adult, or kinship care child may contribute to the household will not be included. Indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
 5. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook saving rate.
 6. PRPHA will accept a family's certification of the amount of assets of less than \$5000, and the amount of income expected to be received from those assets. PRPHA's application and reexamination documentation, which show the family's rent calculation.
 7. Interim changes in household composition must be made pursuant to Section IV.C.

VIII. Utilities

All PRPHA public housing units have utility connections for water, wastewater, and electricity.

A. Tenant-Paid Utilities

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

1. Tenants must obtain and maintain utility connections throughout tenancy. Tenants must pay their utility bills to ensure that utilities remain connected. The utility bill must be in the name of the head of household, co-head or spouse. Failure to maintain the utility connection is a serious violation of the lease, subject to lease termination.
2. If a Tenant or applicant is unable to get utilities connected in the name of the head of household, spouse or co-head, the Tenant or applicant will not be permitted to move into a unit with Tenant-paid utilities.
3. If the utility will not verify that the applicant or Transferee can get utilities connected before the lease is signed, the Tenant must provide documentation that the request has been made within five business days of signing the lease. All tenant paid utilities must be operational within 30 calendar days.

4. When a Tenant or applicant applies for utility service, the Tenant must sign a third-party notification agreement so that PRPHA is notified if the Tenant fails to pay the utility bill or if utility service will be disconnected.
5. Tenants must bring in utility account information to the Management Agent when there is a change in their utility account numbers or other billing information.
- .
6. Units where Tenants pay some or all utilities directly to the utility provider receive a monthly utility allowance, as a rent credit toward the monthly rent amount, that reflects a reasonable amount of utilities for the specific size and type of unit occupied. A reimbursement of a portion of the utility allowance will be paid by PRPHA directly to the utility provider if the Total Tenant Payment is lower than the utility allowance. PRPHA shall provide the Tenant with a letter indicating the amount of the reimbursement provided to the utility provider on their behalf.
7. PRPHA may make utility reimbursement payments to the utility companies or directly to the Tenant, at PRPHA's option
8. The monthly utility allowance is deducted from the Tenant's Total Tenant Payment to compute the Tenant Rent the Tenant pays PRPHA.
 - a. If the Tenant's Total Tenant Payment is higher than the unit's designated utility allowance, then the Tenant's rent amount will be the difference remaining after the utility allowance is subtracted.
 - b. If the Tenant's Total Tenant Payment is lower than the unit's designated utility allowance, then the Tenant will receive a utility reimbursement equal to the utility allowance less the Total Tenant Payment.
 - c. If the Tenant's actual utility bill is less than the utility reimbursement, the Tenant will receive the savings in the form of a credit on the utility provider's billing statement.
 - d. If the Tenant's bill is greater than the utility reimbursement, the Tenant must pay the excess amount directly to the utility provider.
7. PRPHA **Lease Agreement** will state the utility allowance amount for the unit and the utility reimbursement to be received by the Tenant, if applicable.

IX. Flat Rents and Ceiling Rents

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

A. Flat Rents

1. Flat rents are market-based rents and vary by unit size, unit type, as well as by unit location.
2. The Utility Allowance is incorporated into the Flat Rent amount.
3. PRPHA flat rent is based on a market study.

B. Periodic Update of Flat Rents

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

C. Choice of Rent

Beginning at admission, PRPHA will offer each Tenant the choice between paying the income-based rent or the flat rent applicable to the unit the Tenant will occupy. The choice of flat rent may only be offered at admission and regularly scheduled re-examination.

D. Re-examination of Families on Flat Rents

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

E. Hardship Reduction in Flat Rents

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

F. Ceiling Rents

1. Ceiling Rents are equal to Flat Rents, but Ceiling Rents have utility allowances and Flat Rents do not have utility allowances²¹. So, for any given unit the Ceiling Rent would equal the Flat Rent plus the appropriate utility allowance.
2. If a tenant who was paying a Flat Rent experiences a loss of income and qualifies to have rent reduced to the appropriate income-based rent, and then regains income, the tenant cannot

²¹ Whether or not a tenant pays directly for utilities is factored into the Flat Rent Amount.

be placed back on Flat Rent until his/her next annual recertification. However, the tenant can be placed on a Ceiling Rent at an Interim adjustment.

3. This is the only situation in which Ceiling Rent would be used.

X. Determining Income and Rent

Income verification is conducted by PRPHA and Management Agents during admissions, interim re-examination, and regularly scheduled reexaminations. PRPHA uses all available resources to obtain an accurate data about a Tenant's annual income. Tenants are required to provide the most up-to-date and accurate income information. This information will allow PRPHA to present the most accurate rent information.

A. Annual Income

All sources of income must be reported to PRPHA and the Management Agent. PRPHA or the Management Agent will then make the final determination of what is included and excluded in the computation of annual income. PRPHA adopts the definition of annual income provided by HUD, which is stated below. The definition is subject to any changes made by HUD.

Annual Income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount of wages and salaries before any payroll deductions, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in Internal Revenue Service regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. Interest, dividends, and other net income of any kind from real or personal property. Where the family has net family assets equal to or less than \$5,000, PRPHA will not request supporting documentation (e.g., bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets. If the family has net family assets in excess of \$5,000, PRPHA will obtain supporting documentation (e.g., bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058. (PIH 2013-03).
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. (See B.14. below for treatment of delayed or deferred periodic payment of Social Security or Supplemental Security Income (SSI) benefits.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, see B.3. below concerning treatment of lumpsum additions as family assets.)
6. All welfare assistance payments, such as TANF and General Assistance, received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.²²
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See B. 7. below concerning pay for exposure to hostile fire.)

B. Excluded Income

PRPHA will not verify full excluded income nor report it on the Form HUD 50058.

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18.
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the Tenant family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal proper losses. (However, see paragraphs A.5. and A.6. above if the payments are or will be periodic in nature.)

(See B.14. below for treatment of delayed or deferred periodic payments of Social Security or SSI benefits.)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a live-in aide provided the person meets the definition of a live-in aide (See Section XIII of this policy).
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain amounts received that are related to participation in the following programs:

²² Please note that Tenants who have been awarded child support by a court or administrative proceeding who are verified to not be receiving the amount of child support awarded, will have their rent based upon the actual child support received. See the Verification Procedure for documentation requirements.

- a. Amounts received under HUD funded training programs (e.g., Step-up program. Excludes stipends, wages, transportation payments, and childcare vouchers, etc. for the duration of the training.);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program;
 - d. A Tenant services stipend, which may not exceed \$200 a month, received by a public housing Tenant for performing a service for PRPHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance, and Tenant initiatives coordination. No Tenant may receive more than one such stipend during the same period of time. If the amount of the stipend exceeds \$200 a month, then the entire stipend will be counted as income; and
 - e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as Tenant management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for a limited period as determined in advance by PRPHA.
9. Temporary, non-recurring, or sporadic income (including gifts). ²³
 10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
 11. Earnings in excess of \$480 annually for each full-time student age 18 and over (excluding the head of the household, co-head and spouse).
 12. Adoption assistance payments in excess of \$480 annually per adopted child.
 13. The incremental earnings and benefits to any Tenant: (1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; (2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or (3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

²³ But see the PRPHA Verification Procedure on Tenants who have certain types of temporary employment.

- a. State-funded assistance, benefits, or services means any state program for TANF funded under Part A of Title IV of the Social Security Act, as determined by PRPHA in consultation with the local agencies administering TANF and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12-month period, beginning when the member first qualifies for a disallowance, PRPHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - c. Regardless of how long it takes a Tenant to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
 - d. The disallowance of increased income under this section is only applicable to current Tenants and will not apply to applicants who have begun working prior to admission (unless their earnings are less than what would be earned working 10 hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of SSI and Social Security benefits that are received in a lump sum payment.
 15. Amounts received by the family in the form of refunds or rebates, under state or local law, for property taxes paid on the dwelling unit.
 16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
 17. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other federal statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**. and
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044(g), 5088. Examples of programs under this Act include, but are not limited to:
 - 1) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - 2) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business

Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- 3) The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC 1626(a)**.
 - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes; **25 USC 459(e)**.
 - e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP); **42 USC § 8624 (f)**.
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act; **29 USC § 1552(b)**.
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94540, 90 State 2503-04**.
 - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC § 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC § 117b, §1407**.
 - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study program or under the Bureau of Indian Affairs student assistance programs: **20 USC § 1087(u)**.
Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
 - j. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC § 3056(f)**.
 - k. Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, National Association Pro Elderly Persons, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb; Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
 - l. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420, 94 Stat. 1785**.
 - m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; **42 USC 9858(q)**.
 - n. Earned income tax credit refund payments received on or after January 1, 1991; **26 USC 32 (j)**.

- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- q. Any allowance paid under the provisions of **38 USC §1805**. to a child suffering from spina bifida who is the child of a Vietnam veteran;
- r. Any amount of crime victim compensation received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- t. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;
- u. Exclusion of income earned under temporary employment with the U.S. Census Bureau;
- v. Kinship Guardian assistance payments and other guardianship care payments;
- w. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;
- x. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;
- y. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;
- z. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;
- aa. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case *Elouise Cobell et al v Ken Salazar*.
- bb. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4));
- cc. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- dd. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

C. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, PRPHA or the Management Agent may annualize the income anticipated for a shorter period of time subject to an interim adjustment at the end of the shorter period. This includes all income and wages that are not received on a consistent basis.

A second option, for individuals whose income is persistently irregular, is to establish more frequent recertifications. This may be more convenient both for the family and for PRPHA.

D. Adjusted Income

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

For All Families

1. **Child Care Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which annual income is computed, but only when such care is necessary to enable a family member to be gainfully employed, or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed:
 - a. The amount of income earned by all adult family members released to work; or
 - b. An amount determined to be reasonable²⁴ by PRPHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction:** An exemption of \$480 annually for each member of the family residing in the household (other than the head of household, spouse, or co-head, live-in aide, foster adult, or foster child), who is under age 18, or who is age 18 or over and disabled or is a full-time student. If parents share joint and equal custody of a child and both parents live in PRPHA housing, the dependent deduction will be granted to one parent in accordance with a court-ordered determination or mutual written agreement. Only one parent can receive the dependent deduction for the child/children.
3. **Work-related Disability Expenses:** A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities when such expenses are necessary to permit any family member, including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include, but are not limited to wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. The annualized cost differential between a car and the cost of a van required by the family member with disabilities is also included.

- a. For non-elderly families and elderly or disabled families without medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability

²⁴ Based upon actual costs for comparable childcare in the jurisdiction

expenses minus three percent of annual income, provided the amount calculated does not exceed the employment income earned.

- b. For elderly or disabled families with medical expenses, the deduction equals the cost of all unreimbursed expenses for work-related disability expenses plus unreimbursed medical expenses as defined below minus three percent of annual income (provided the amount calculated does not exceed the employment income earned)

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

4. Medical Expense Deduction: A deduction of unreimbursed medical expenses of all family members, including insurance premiums, anticipated for the period for which annual income is computed.

Medical expenses include but are not limited to services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. The expenses claimed must be verifiable in order to be considered by PRPHA for the purpose of determining a deduction from income.

- a. For elderly or disabled families without work-related disability expenses, the amount of the deduction shall equal total unreimbursed medical expenses less three percent of annual income.
 - b. For elderly or disabled families with both work-related disability expenses and medical expenses, the amount of the deduction is calculated as described in 3.b. above.
5. Elderly/Disabled Household Exemption: An exemption of \$400 per household. See Section XIV for definitions of elderly and disabled family.
 6. Optional Deductions/Exemptions: PRPHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions.

E. Computing Income-based Rent and Choice of Rent

1. Total Tenant Payment: The first step in computing income-based rent is to determine each family's Total Tenant Payment (TTP). TTP is the higher of 30% of adjusted monthly income or 10% of gross monthly income, but never less than the Minimum Rent of \$25.
2. Minimum Rent: The Minimum Rent shall be \$25 per month. Whenever both 30% of adjusted monthly income and 10% of gross monthly income are less than \$25, the Minimum Rent of \$25 will be the Total Tenant Payment.
3. If the family is occupying a unit that has tenant-paid utilities, a utility allowance is subtracted from the Total Tenant Payment to compute Tenant Rent.
4. If the result of this computation is a positive number, then the amount is Tenant Rent.

5. If the TTP less the utility allowance is a negative number, the result is a utility reimbursement, which may be paid directly to the utility provider by PRPHA pursuant to Section VIII.
6. In developments with project-paid utilities, Tenant Rent equals TTP.
7. Choice of Rent

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

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

- a. A minimum rent hardship exemption shall be granted to Tenants who can document that due to a financial hardship they are unable to pay the minimum rent. Examples of financial hardship for which a family would qualify for an exemption of minimum rent include, but are not limited to:
 - 1) The family has lost eligibility for or is applying for an eligibility determination for a federal, state or local assistance program;
 - 2) The family would be evicted as a result of being unable to pay the minimum rent;
 - 3) The income of the family has decreased because of changed circumstances, including loss of employment; or
 - 4) A death occurred in the family.
- b. If a family paying minimum rent requests a hardship exemption, PRPHA suspends the minimum rent, effective the following month. PRPHA may not evict the family for non-payment of the minimum rent for 90 calendar days following the request for the hardship exemption.
- c. The suspension of minimum rent continues until PRPHA determines whether or not the hardship is short-term (lasting less than 90 calendar days) or long term (lasting 90 calendar days or more).
- d. If PRPHA determines that a qualifying financial hardship is short-term, PRPHA will reinstate the minimum rent from the beginning of the suspension. The family will be offered a reasonable repayment agreement, on terms and conditions established by PRPHA for the amount of back rent owed by the family.
- e. If PRPHA determines that the qualifying financial hardship is long-term, the family will be exempt from minimum rent until the hardship cases. The Tenant will not be required to repay the suspended minimum rent.
- f. Exemption from minimum rent does not mean the family does not have to pay rent. The family is required to pay the greater of 30% of adjusted monthly income or 10% of gross monthly income when that amount is less than the minimum rent.

9. Repayment Plans

- a. The Tenant and PRPHA may enter and agree to rent repayment plans with Tenants delinquent in rent and other charges. The repayment plan may not result in the TTP being more than 40% of the adjusted monthly income.
- b. Depending on the individual circumstances, the Tenant may be required to make a minimum deposit of at least 10% of the past due debt in order to sign a repayment plan and be lease compliant.

10. PRPHA will abate rent in proportion to the seriousness of damage and loss of value as a dwelling unit if repairs are not made, unless a tenant rejects an alternate accommodation or if the damage was caused by the tenant.

XI. Lease Termination

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

A. Lease Termination Policy

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

B. Tenant-initiated Lease Termination

1. The head of household may terminate his/her lease by providing written notice, or by an appropriate alternative format in the case of a person with a disability, to PRPHA or the Management Agent. If notice is provided prior to the 14th of the month, the family will have five calendar days to move out of the unit and will not incur any additional rent charges. If notice is provided after the 14th of the month, rent will be charged for the full month and the family must vacate by the end of the month. If there is a spouse or co-head of household, they must also sign the written notice in order to terminate the lease. If the head of household is a qualified person with a disability, he/she may terminate the lease by an alternate form of communication.
2. There is an exemption to providing written notice when the head of household is a victim of domestic violence, sexual violence, dating violence, or stalking. When the head of household, and/or their household members are such victims and must leave the unit for this reason, the victim or another household member shall inform property management within 72 hours from the date of departure, with appropriate documentation after alternative housing or shelter is found.

C. PRPHA-initiated Lease Termination

1. No family will be evicted or have their lease terminated as a result of the designation of public housing.

2. PRPHA or the Management Agent will terminate a public housing lease only for serious or repeated violations of the material provisions of the lease or other good cause, including abandonment.
3. Criminal activity directly relating to domestic violence, sexual violence, dating violence, sexual assault or stalking engaged in by a member of a Tenant's household or any guest or other person under the control, shall not be cause for termination of assistance or tenancy, or occupancy rights if the leaseholder or other of the leaseholder's household is the victim or threatened victim of that domestic violence, sexual violence, dating violence, sexual assault or stalking and, as a result, could not control or prevent the criminal activity.
4. The Management Agent shall give written notice of proposed lease termination as required by the Lease and applicable regulations. The Notice of Lease Termination will be provided in English, Spanish, or other language as needed, or in the alternative format requested by a qualified Tenant with a disability.
5. In the Notice of Lease Termination, PRPHA must inform a Tenant of the reason for the lease termination and of his/her right to grieve the lease termination as provided in PRPHA Grievance Procedure.
 - a. If HUD issues a due-process determination for Puerto Rico, the Grievance Procedure shall not be available to any Tenant whose tenancy is being terminated because of:
 - 1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Tenants, employees of PRPHA, property management firms, or agents of PRPHA, or persons residing in the immediate vicinity;
 - 2) Any violent or drug-related criminal activity, including the distribution, possession, sale or use of medical marijuana on or off such premises; or
 - 3) Any activity resulting in a felony conviction.
6. Upon the head of household's request, the Tenant shall have the opportunity prior to a formal grievance hearing to examine his/her file; to copy all documents, records, and regulations relevant to the grievance, at his/her own expense; and to take notes.
 - a. Requests for copies of documents, records, and regulations shall be submitted in writing (or by other means of communication by a qualified individual with a disability) by the Tenant or by the Tenant's representative to the Management Agent and PRPHA.
 - b. The Management Agent and PRPHA are required to provide the documents to the Tenant within five calendar days from the date of the request.
 - c. If the Tenant or the Tenant's representative requests copies within five calendar days of the hearing, copies of documents shall be made available no later than one hour before the formal hearing is scheduled to begin.
 - d. Any document requested by the Tenant or his/her representative, within the appropriate timeframe, that is in the possession of PRPHA or the Management Agent and that is not made available after the Tenant's request, may not be presented by PRPHA or Management Agent at a grievance hearing.

- e. PRPHA, its representatives, and/or Property Management shall have the opportunity before the formal hearing to request copies of all documents, records, and regulations relevant to the grievance that are in the possession of the Tenant. The head of household, upon request, shall allow PRPHA and/or Property Management to make copies of all documents the head of household plans to present at the formal hearing.
- f. Any document requested by PRPHA, its representatives, and/or Property Management, prior to the grievance hearing, that is in the possession of the Tenant and that is not made available after PRPHA, its representatives, and/or Property Management's request, may not be presented by the Tenant at a grievance hearing.

D. Eviction Actions

1. PRPHA may only evict a Tenant from the unit by bringing a court action.
2. Only the Puerto Rico Marshal's Office or another legally authorized department is authorized to execute an eviction.
3. If the Tenant does not prevail in an eviction action, the Tenant will be liable for court costs of \$150 plus attorney fees. If the Tenant prevails in an eviction action or if it is determined that the eviction actions were of a discriminatory nature, he/she is not liable for court costs or attorney fees.
4. PRPHA is not required to prove that the Tenant knew or should have known that a family member, household member, guest, or other person under the Tenant's control was engaged in the action that violated the lease.
5. When deciding whether or not to evict for criminal activity, PRPHA may consider all the circumstances of the case, including the seriousness of the offense, the impact of the offense on other Tenants and the surrounding community, the extent of participation by family and household members, and the effects that the eviction would have on family and household members not involved in the proscribed activity.
6. In appropriate cases, PRPHA may permit continued occupancy by Remaining Family Members (defined in Section XIV) and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit again.
7. PRPHA may require a Tenant who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to visit and/or reside in the dwelling unit.
8. PRPHA may place the Remaining Family Members on probation for an appropriate period of twelve (12) months. Failure to comply with the terms of a probation will result in immediate termination.

E. Record Keeping Requirements

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

XII. Homeownership Program

The 1998 Quality Housing and Work Responsibility Act (QHWRA) permitted public housing authorities (PHAs), through Section 32 of the U.S. Housing Act of 1937, to make public housing dwelling units available for purchase by low-income families as their principal residence.

Under Section 32, the PHA may sell all or a portion of a public housing development to eligible public or non-public housing residents. Other more restrictive homeownership programs, such as 5h and Turnkey III, may be converted to Section 32 to increase the pool of eligible low-income homebuyers.

PRPHA also operates a 5h homeownership program, which helps low-income families purchase homes through an arrangement that benefits both the buyer and the PRPHA. It gives the buyer access to an affordable homeownership opportunity and to the many tangible and intangible advantages it brings. Homeownership can be an important part of self-sufficiency for low-income families, providing a way of building wealth as well as increasing self-esteem and security.

Section 5(h) works for PHAs as well: it permits public housing authorities to sell individual units and developments that may, due to their location or configuration, no longer be efficient to operate--while HUD continues to service the debt on the original acquisition, construction, or modernization costs. PHAs retain and reuse the proceeds of sale of public housing units to meet other low-income housing needs.

PRPHA uses these homeownership programs primarily to make its single-family scattered site properties available for purchase.

A. Priorities for Homeownership Program Participation

PRPHA has established priorities for selecting potential homeowners that further the program's goals. The following are the established priorities:

First Priority: Current residents of units selected for homeownership

Second Priority: Current Public Housing Homeownership Eligible Tenants and Tenants who participate in the Family Self Sufficiency program

Third Priority: Current Housing Choice Voucher Homeownership eligible participants and Family Self Sufficiency participants

Fourth Priority: Current applicants on the public housing waiting list may be offered an opportunity to participate in the public housing homeownership programs.

Families who live in units that are selected for the homeownership program who do not wish to purchase the unit will be added to the Transfer Waiting List and will be transferred to an appropriately sized unit.

XIII. Definitions of Terms Used in This Statement of Policies

1. **Absence** - No member of the family is residing in the unit.
2. **Accessible** - When used with respect to the design, construction, or alteration of housing and non-housing programs, 'accessible', means that the program or portion of the program when

designed, constructed, altered, or adapted, can be approached, entered, and used by individuals with disabilities.

3. Accessible Unit - A unit that is designed, constructed, altered, or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS) meets the minimum standards for compliance and is accessible.
4. Accessible Route - A continuous, unobstructed, UFAS-compliant path.
5. Adaptability - Ability to change certain elements in an otherwise accessible dwelling unit, such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with different types or degrees of disability.
6. Admission – The point in which the family becomes a public housing Tenant. The date used for this purpose is the effective date of the HUD Form 50058 for the family.
7. Adult Family Member – A person 18 years or older or an emancipated minor who is an authorized member of the household and listed on the lease. Only an adult family member may be the head or co-head of household.
8. Alteration – Any change in a facility or its permanent fixtures or equipment. Alterations do not include normal maintenance or repairs, re-roofing, interior decoration, or changes to mechanical systems.
9. Anniversary Date – This is 12 months from the effective date of the family’s last annual reexamination or, during a family’s first year in public housing, from the effective date of the family’s initial examination (admission)
10. Annual Income – The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income. See Section X. A. for more information on how annual income is computed.
11. Applicant - An individual or a family that has applied for admission to PRPHA public housing.
12. Area of Operation - Jurisdiction of PRPHA as described in state law and Articles of Incorporation of PRPHA.
13. Assets - Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets. See the definition of Net Family Assets for assets used to compute annual income in this section.
14. Assigned Areas – Areas of public housing property that are assigned to Tenants for their exclusive use as part of their unit (e.g., front and back porches, yards, etc.) and for which the Tenant and Tenant’s household are required to keep clean and safe condition by performance of housekeeping and/or maintenance upkeep.
15. Auxiliary Apparatus - Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities.

16. Bifurcation – With respect to a public housing lease, means to divide a lease as a matter of law such that certain members of the lease who engage in criminal acts of domestic violence, sexual violence, dating violence or stalking can be evicted or removed from the lease while the remaining family members’ lease and occupancy rights are allowed to remain intact.
17. Care attendant/Caregiver - A person that regularly visits the unit of a PRPHA Tenant to provide supportive or medical services. Care attendants are not live-in aides since they have their own place of residence (and if requested by PRPHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
18. Ceiling Rent - Rent used during an interim re-examination when a Tenant’s income was reduced from flat rent to income-based rent due to verified hardship, but whose income later increases so that the income-based rent may now exceed the original flat rent. Adjusted rents equal flat rent for the applicable unit plus any utility allowance. The adjusted rent is in effect only for the portion of the year between the family’s interim increase in rent and their next annual reexamination (when they can elect the flat rent).
19. Citizen - A citizen (by birth or naturalization) or national of the United States.
20. Co-head of household - An individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program. A family can have only one co-head.
21. Community Service Requirement - The performance of unpaid work or duties that benefit the public and serve to improve the quality of life, enhance Tenant self-sufficiency, or increase Tenant self-responsibility in the community. Community service is not employment and may not include political activities. Each adult Tenant of a public housing development shall:
 - a. Contribute eight hours per month of community service within their community;
 - b. Participate in an economic self-sufficiency program for eight hours per month; or
 - c. Perform eight hours per month of activities combining a) and b) above.
22. Covered Families for Welfare Benefits - Families who receive welfare assistance or other public assistance benefits (welfare benefits) from a state or other public agency (welfare agency) under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition for such assistance.
23. Covered Person - For the purposes of lease enforcement, a Tenant, any authorized member of the Tenant’s household, a guest, or another person under the Tenant’s control.
24. Custody – For the purposes of permitting children to be considered as family members both for determination of unit size and granting the “dependent” deduction, children who are actually verified to be living in the unit will be considered as in the custody of the family head. Thus, children in the unit for whom a Court has awarded full legal custody and children verified to be living in the unit through a kinship care arrangement will be considered to be family members under the custody of the head of household. Foster children who are placed

with the family by a governmental agency will be considered for unit size but will not be granted the dependent deduction.

25. Dating Violence – means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship. See also Domestic Violence, Sexual Violence/Sexual Abuse and Stalking.
26. Dependent - A member of the household (other than the head, co-head, spouse, foster child, foster adult, or live-in aide) who is under 18 years of age, or is a person with a disability, or a fulltime student.
27. Designated Family - The category of family for whom PRPHA elects (subject to HUD approval) to designate a development (e.g., an elderly family residing in a development designated for elderly families) in accordance with the 1992 Housing Act.
28. Designated Housing (or designated development) - A development or portion of a development designated for a specific person (e.g., elderly housing in accordance with the Senior Designated Housing Plan).
29. Development - The whole of one or more Tenant structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
30. Disability Assistance Expenses - Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed three percent of annual income.
31. Disabled Family - A family whose head, spouse, or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.
32. Displaced Person - A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws. For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2.**
33. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or Tenant in the last two years at less than fair market value. (See the definition of Net Family Assets. in this section.)

34. Domestic Violence: Acts or threats of violence, not including acts of self-defense, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against a victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction receiving grant monies. See also Sexual Violence/Sexual Abuse, Dating Violence, and Stalking. **Violence Against Women Act of 1998, Section 404, as reauthorized thereafter by Congress.**
35. Drug-Related Criminal Activity - The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. This includes the distribution possession, sale or use of illegal marijuana or illegal medical marijuana.
36. Economic Self-Sufficiency Program - Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities.
37. Elderly Family - A family whose head, spouse, or sole member is at least 62 years of age. It may include two or more elderly persons living together, or one or more elderly persons living with one or more nonelderly persons, including live-in aides, determined to be essential to the care and well-being of the elderly person(s). An elderly family may include elderly persons with disabilities and other family members who are not elderly.
38. Elderly Person - A person who is at least 62 years of age. **42 USC § 1437a(b)(3).**
39. Eligible Immigration Status - For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable United States Citizenship and Immigration Services (USCIS) document.
40. Emergency Applicants who are Victims of Federally Declared Disasters- Families or individuals who are displaced from their permanent residence due to a federally declared disaster and apply for PRPHA housing.
41. Extenuating Circumstances – Circumstances that by their serious, unpredictable, or uncontrollable nature warrant an exception to the policies in place.
42. Extremely Low-Income Family - A family whose annual income is equal to or less than 30% of AMI, as published by HUD adjusted for family size.
43. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship, or operation of law who will live together in PRPHA housing; **OR** two or more persons who are not so related, but are regularly living together, and can verify shared income or resources.

The term family also includes Elderly family (Definition #38), near elderly family (Definition #69) disabled family (Definition #32), displaced person (Definition #33), single person (Definition #84), the remaining member of a Tenant family (Definition #80), or a kinship care arrangement (Definition #56). Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.

Live-in Aides (Definition #59) may also be considered part of the household. However, live-in aides are not family members and have no rights as remaining family members.

Foster Care Arrangements include situations in which the family is caring for a foster adult(s) or child(ren) in their home who have been placed there by a public adult or child placement agency. These individuals are household members but are not family members and have no rights as remaining family members because they do not have the legal capacity to remain in the home without an authorized remaining family member who is eligible to assume the role of the head of household.

For purposes of continued occupancy, the term family also includes the remaining member of a Tenant family with the capacity to execute a lease.

44. Foster Adult - An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of PRPHA households, but they have no rights as remaining family members. The income received by the family for the care of a foster adult is excluded from annual income.
45. Full-Time Student - A person 18 or older who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Examples of educational institution shall include but are not limited to colleges, universities, secondary schools, vocational schools, or trade schools.
46. Good Cause – Adequate or substantial grounds or reason to take a certain action not related to considerations of membership in a protected class. What constitutes a good cause will be determined on a case-by-case basis. Examples of good cause include, but are not limited to:
 - a. An applicant or transferring Tenant is unable to move at the time of the unit offer and presents verification that acceptance of the unit offer will result in undue hardship²⁵; or
 - b. The unit offered or current unit is not accessible to the applicant/Tenant's source of employment, education/job training program, children's day care facility or educational program for children with disabilities; or
 - c. The family demonstrates that accepting the unit offer will place a family member's life, health, or safety in jeopardy; or
 - d. The unit is not accessible for a disabled member of the Tenant's household.

²⁵ For example, because the applicant is hospitalized or serving on a sequestered jury.

47. Guest - A person temporarily visiting or staying in the unit with the consent of the Tenant or other member of the household who has express or implied authority to consent on behalf of the Tenant.
48. Head of Household - The adult member of the family who is considered the head for purposes of determining income eligibility and rent. However, the income of the head of household, spouse and each additional family member is included in determining rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.
- a. The family may designate any qualified family member as the head of household.
 - b. The head of household must have the legal capacity to enter into a lease under state and local law.
49. Household – A broader term for family that includes additional people who, with PRPHA’s permission, live in a unit, such as live-in aides, foster children, and foster adults. However, household members are not family members and do not qualify as remaining family members.
50. Housekeeping Violations. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, PRPHA will provide proper notice of a lease violation
51. HUD –The United States Department of Housing and Urban Development.
52. Imputed Welfare Income - The amount of annual income by which a Tenant’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent.
53. Individual with Disabilities - The definition of an individual with disabilities is for the purpose of determining if an individual may obtain a reasonable accommodation or physical modification. The Section 504 of the Rehabilitation Act (Section 504), Fair Housing Act and Americans with Disabilities Act (ADA) definitions of Individual with Handicaps and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition from 42 USC 1437a(b)(3) of “Person with Disabilities” as defined separately (#71 in this section).

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

- a. A physical or mental impairment that:
 - 1) Substantially limits one or more major life activities;
 - 2) Has a record of such an impairment; or
 - 3) Is regarded as having such impairment.

b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

c. Definitional elements:

1) *“Physical or mental impairment”* means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: immune; normal cell growth; circulatory; neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness; and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

2) *“Major life activities”* means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, eating, sleeping, standing, lifting, bending, reading, concentrating, thinking, and communicating.

3) *“Has a record of such an impairment”* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

4) *“Is regarded as having an impairment”* means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

53. Kinship Care – A temporary arrangement in which a relative or non-relative becomes the primary caregiver for a child(ren) but is not the biological parent of the child(ren). The primary caregiver need not have legal custody of such child(ren) to be a kinship caregiver under this definition. The primary caregiver must be able to document Kinship Care, which is usually accomplished through school and/or medical records.

54. Lease Compliance Screening - A determination of whether a splitting family member would be lease compliant with the lease by demonstrating no serious or repeated violations of the terms of the lease, with a criminal background check review.

55. Limited Spanish Proficiency (LSP) Individual: A person who does not speak Spanish as their primary language and who has a limited ability to read, write, speak or understand Spanish can be LSP and is entitled to language assistance with respect to a particular type of service or benefit.
56. Live-in Aide - An adult person who resides with one or more elderly persons, near elderly persons or persons with disabilities and who: (a) is determined by a knowledgeable professional to be essential to the care and wellbeing of the persons or family member with a disability; (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. Live-in aides have no rights as remaining family members upon death, eviction, departure, or abandonment of the Tenant or the family member with a disability requiring the live-in aide's services.
57. Low-Income Household - A family whose annual income does not exceed 80% of the AMI for the area as determined by HUD with adjustments for family size. **42 USC 1437a(b)**.
58. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of three percent of annual income.
59. Minor - A minor is a person under age 18. An unborn child will not be considered a minor. (See definition of dependent.)
60. Mitigating Hearing - Hearing at which the cases of applicants who wish to refute negative information that will likely result in the rejection of their applications for housing are reviewed.
61. Mixed Family - A family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. The citizen or eligible immigrant members may be the Head of Household, Spouse, Co-head or any other family member.
62. Mixed-Income Family Wait Lists – Lists of Tenants or applicants who want to live in mixed income/mixed finance communities. A mixed-income/mixed-finance community generally includes one-third public housing units, one-third affordable units and one-third market-rate units. For public housing units in mixed income/mixed-finance properties, determination and housing assignment will be performed by the Management Agent of the mixed-income/mixed finance property.

As PRPHA Tenants move into new mixed-income/mixed-finance communities they may be subject to housing rules not enumerated in the ACOP. Eligibility requirements called "site specific criteria" are established at each site. Site specific criteria, constitute standards, rules, or tests which Management Agents will use to assess any Tenant (public housing, affordable, or market rate) interested in renting an apartment in the mixed-income development. These criteria often include a review of the applicants' credit history and a criminal background check, drug testing, housekeeping or home visits, and an evaluation of a Tenant's employment and economic self-sufficiency record. These criteria build upon the criteria outlined in PRPHA's ACOP but they do not replace them. Site-specific criteria may also vary from one new community to another.

63. Mixed Population Development - A public housing development for elderly and disabled families.
64. Multifamily Housing Development - For purposes of Section 504, means a development containing five or more dwelling units.
65. National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
66. Near-Elderly Family - A family whose head, spouse, or sole member is a near-elderly person (between the ages of 50 and 61). The term includes two or more near-elderly persons living together, and one or more near-elderly persons living with one or more persons who are determined to be essential to the care or wellbeing of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly.
67. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of:
- Real property (land, houses, mobile homes);
 - Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);
 - Cash value of whole life insurance policies;
 - Stocks and bonds (mutual funds, corporate bonds, savings bonds); and
 - Other forms of capital investments (business equipment).

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

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

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or Tenant receives important considerations not measurable in dollar terms.

68. Non-Emergency Repairs. PRPHA will correct non-threatening health and safety defects within Twenty-five (25) business days of the inspection date. If PRPHA is unable to make repairs within that period due to circumstances beyond PRPHA's control (e.g., required parts or services are not available, weather conditions, etc.) PRPHA will notify the family of an estimated date of completion. The family must allow PRPHA access to the unit to make repairs.
69. Non-Housing Program - All or any PRPHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property

or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, PRPHA's offices and the offices of the private management companies, community centers, day care facilities, senior citizen centers, social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing programs include any aid, benefit or service provided by PRPHA, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in PRPHA's housing programs.

70. Other Person Under the Tenant's Control - A person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the Tenant's control."
71. Person with Disabilities²⁶ This is the definition used to determine program eligibility and qualification for the \$400 elderly/disabled family deduction. Under **42 USC § 1437a(b)(3)**, a Person with Disabilities is a person²⁷ who:
- a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**;
 - b. Has a physical or mental impairment that:
 - 1) Is expected to be of long-continued and indefinite duration;
 - 2) Substantially impedes his/her ability to live independently; and
 - 3) Is of such nature that such disability could be improved by more suitable housing conditions.
 - c. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC § 6001(5)**.
72. Portion of Development - Includes, one or more buildings in a multi-building development; one or more floors of a development or developments; or a certain number of dwelling units in a development or developments.
73. PRPHA - The Public Housing Authority. The definition includes PRPHA, its contractors, agents, and assignees. Qualified Individual with a Disability, An individual with disabilities who meets the essential eligibility requirements.
74. Qualified Individual with a Disability, An individual with disabilities who meets the essential eligibility requirements.

Essential eligibility requirements include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting

²⁶ This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.

²⁷ A person with disabilities may be a child.

the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than PRPHA.

75. Reasonable Accommodation - A reasonable accommodation is a modification or change PRPHA can make to its units, buildings, policies, practices, or procedures that will assist an otherwise qualified applicant or Tenant with a disability to take full advantage of and use PRPHA programs, including those that are operated by other agencies in PRPHA-owned public space.
76. Reasonable Costs, Reasonable Efforts and Reasonable Standards – All these terms rely on the “reasonable person” standard which is a concept in law. The “reasonable person” is a hypothetical individual who approaches any situation with the appropriate amount of caution and then sensibly takes action. It is a standard created to provide courts and juries with an objective test that can be used in deciding whether a person's actions constitute negligence. This does not mean they must be perfect. Mistakes are made, and when it is an error that is reasonable under the circumstances, a person may not be liable.
77. Reexamination – The process of securing documentation of total family income, family composition, and continued eligibility for public housing. See Section VI. for more information on the re-examination process.
78. Refusal of Housing - An applicant's choice not to accept a PRPHA offer of housing without good cause.
79. Rejection for Housing - A determination made by PRPHA or Management Agent not to accept an applicant either because of ineligibility or failing applicant screening.
80. Remaining Family Members - Family members, listed on the unit's lease that remain in the unit when the head of household dies or leaves the unit without a housing subsidy. Continued occupancy by remaining family members is permissible only if one or more family members on the lease living in the household can pass applicant screening and is age 18 years or over. Household members do not have rights as remaining family members.

Live-in aides, foster children, or foster adults are considered household members and have no rights as remaining family members upon the death, eviction, departure, or abandonment of the Tenant family.

81. Service Provider - A person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
82. Sexual Violence/Sexual Assault - Any conduct proscribed by Chapter 109A of title 18, United States Code and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim. See also Sexual Abuse.
83. Sexual Abuse – includes violations of federal law where a person knowingly (1) causes another person to engage in a sexual act by threatening or placing that other person in fear; or (2) engages in a sexual act with another person if that other person is (a) incapable of appraising

the nature of the conduct or (b) communicating unwillingness to engage in, that sexual act, or attempts to do so. See also Domestic Violence, Dating Violence, and Stalking.

84. Single Person - A person who lives alone or intends on living alone, who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a Tenant family.
85. Site-based Wait Lists - Lists of applicants based on their preferred location of housing. All current applicants should be given information about each site and an opportunity to select one development where they would accept a unit offer, or to opt for the “first available” unit offer. Once the initial site-based lists have been established, all applicants will be informed of the length of each list and have an opportunity change their site selection. Ranking preferences establish the order of placement on the wait list but do not guarantee admission.
86. Sole Domicile - The place where a Tenant and all of the Tenant’s household members live and intend to remain indefinitely. A Tenant may not be absent for more than 90 consecutive days in a lease term without prior notification to the Management Agent. See Section IV. for more information.
87. Spouse - The husband or wife of the head of the household. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
88. Stalking – To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and in the course of or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of death of, or serious bodily injury to, or to cause substantial emotional harm to that person. (Immediate Family Member as used in this context means a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person and related to that person by blood or marriage.) See also Domestic Violence, Sexual Violence/Sexual Abuse, and Dating Violence.
89. Tenant-Caused Damages. Damages to the unit beyond normal wear and tear will be billed to the tenant.
90. Tenant Rent - The amount payable monthly by the family as rent to PRPHA. If all utilities (except telephone) and other essential housing services are supplied by PRPHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by PRPHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance.
91. Total Tenant Payment (TTP) - The TTP is calculated using the following formula: The greater of 30% of the monthly adjusted income (as defined in these policies) or 10% of the monthly annual income (as defined in these policies), but never less than the minimum rent. If the Tenant pays utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP.
92. Transfer Wait List - Lists of Tenants who are required by PRPHA to transfer or request a transfer. Transfers will be processed in accordance with the Section V of the ACOP. With the

exception of Tenant initiated transfers, all transfer types have priority over new admissions from a PRPHA wait list.

93. Unauthorized Occupant - An unauthorized occupant, is a person residing in the assisted unit without the consent or written approval of PRPHA.
94. Uniform Federal Accessibility Standards (UFAS) - Standards for the design, construction, and alteration of publicly owned Tenant structures to ensure that physically disabled persons will have ready access to and use of such structures.
95. Utilities - Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.
96. Utility Allowance – A monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied. The utility allowance is deducted from the Tenants TTP only if the Tenant is paying some or all of the unit’s utility bills. The current utility allowance amount is based off of a schedule in the housing management system.
97. Utility Reimbursement - Funds reimbursed to the Tenant through payments made directly to the utility company on the Tenant’s behalf if the utility allowance exceeds the TTP or directly to the tenant. Families paying flat rent do not receive utility allowances and, consequently, will never qualify for utility reimbursements.
98. Very Low-Income Family – A family with an annual income less than 50% of the AMI, adjusted for family size, as determined by HUD.
99. Visitor – See definition of Guest #47.
100. Welfare Assistance– Welfare or other payments to families or individuals based on need that are made under programs, separately or jointly, by federal, state, or local governments.
101. Work Activities –The term work activities means:
 - a. Unsubsidized employment;
 - b. Subsidized private sector employment;
 - c. Subsidized public sector employment;
 - d. Work experience (including work associated with refurbishing publicly-assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job search and job readiness programs;
 - g. Community service programs;
 - h. Vocational educational training (less than 12 months);
 - i. Job skills training directly related to employment;
 - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;

- k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or
- l. The provision of child-care services to an individual who is participating in a community service program.

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