McKenna Court Resident Selection Plan
Section 8
Safe & Affordable Housing for Low-Income Families

PROPERTY INFORMATION

Property Name	McKenna Court LLC
Address	45 Tremper Drive
City, State, Zip	Wallingford CT 06492
Phone	203-269-5173
Fax	203-269-5150
TTY/TDD/Audio Relay	711 National Voice Relay

EFFECTIVE DATE

This Tenant Selection Plan has been developed in anticipation of the implementation of the Housing Opportunities Through Modernization Act. This policy becomes effective when HOTMA compliant software is available and implemented.

THE PURPOSE OF THE RESIDENT SELECTION PLAN

The Resident Selection Plan helps to ensure that residents are selected for occupancy in accordance with HUD requirements and established management policies.

Please contact the management office if you need help understanding this document.

- **Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)**
- **Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portugese)**
- **Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)**
- **Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)**
- **Xin liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)**
- **Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)**
- **Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)**
- **請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)**
- **もしこの文書を理解しているための助けを必要としていれば、経営オフィスと連絡を取ってください。(Japanese)**

AVAILABILITY OF THE RESIDENT SELECTION PLAN, APPLICATION AND SUPPORTING DOCUMENTS

A copy of the current Resident Selection Plan is publicly available upon request. Applicants or persons assisting applicants with the Pre-Application or Application process may request a paper or electronic copy by contacting the property management staff.

Applications may be submitted in person or by mail. Applications may also be submitted electronically. If an applicant wishes to submit the application electronically, the application must be encrypted and password protected to protect any Personally Identifiable Information. Applicants must notify the Wallingford Housing Authority if the application is submitted electronically. The WHA will not open links or documents unless such submission is expected.

BUSINESS RELATIONSHIP

The relationship between a landlord (Wallingford Housing Authority) and a resident or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. The Wallingford Housing Authority reserves the right not to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the Wallingford Housing Authority or the property staff to believe we would not have a positive business relationship.

If an applicant or any member of the applicant's family demonstrates unprofessional behavior in the presence of the management team or other residents/applicants, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property, and the applicant family will be rejected.

If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or illegal drugs or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property, and the applicant family will be rejected.

If the applicant or any member of the applicant's family is not appropriately attired, when visiting the management office, the applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts. Unacceptable attire includes, but is not limited to:

- **Pajamas;**
- **Bathing suits;**
- **Clothing that allows display of foundation garments (underwear);**
- **Clothing with inappropriate language or pictures.**

The use of cell phones or other devices is not allowed when personally engaging with the property staff. If an applicant/resident is participating in a cell phone call, texting, reading a text or otherwise using any electronic device (not necessary to facilitate the meeting and/or to alleviate the symptoms of a disability), the property staff will discontinue communication until the applicant is able to "disengage."

To ensure the privacy of property staff, property residents and applicants, use of cell phones or other electronic devices (except those necessary to facilitate a meeting and/or alleviate the symptoms of a disability) by residents or applicants, is not allowed in the management office.

Animals, (other than Assistance Animals necessary to allow the applicant/resident to conduct business with the Wallingford Housing Authority) are not allowed in the management office.

Children are always welcome. When in the management office, all members of the applicant/resident family must behave in a professional manner. Property staff does not provide childcare or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the Pre-Application or Application process or associated with any aspect of residency on this property.

If property staff solicits any mandatory payment for any part of the Pre-Application or Application process, the applicant should notify the property staff or the Wallingford Housing Authority. ***EXECUTIVE DIRECTOR RON CANALIA 203-269-5173***

SMOKE FREE HOUSING

Smoking is not permitted anywhere inside of the properties owned or managed by the Wallingford Housing Authority or any entity in which WHA has a partnership or ownership interest (WHA Properties). This policy applies to all owners, property staff, applicants, residents, guests, and service persons. Failure of any resident to follow the smoke-free policy will be considered a lease violation and will subject the resident to all lease enforcement procedures under the Resident Selection Plan and Lease Provisions, which include termination of occupancy.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, hookah, other tobacco products, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

Please note that use of illegal substances or illegal use of controlled substances is grounds for denial or termination of housing/assistance in accordance with the Quality Work & Housing Responsibility Act (QWHRA). This includes marijuana (including medical marijuana). State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

USE OF MARIJUANA – FEDERALLY FUNDED PROPERTY

Regardless of the purpose of legalization under state law, the use of marijuana, in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana - are prohibited.

Please note that use of illegal or controlled substances is grounds for denial of housing/assistance in accordance with the Quality Work & Housing Responsibility Act (QWHRA). This includes marijuana (including medical marijuana). State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property Tenant Selection Plan and the property House Rules may be edited to conform to the policies set forth by HUD.

SECURITY DEPOSIT REQUIREMENTS

The Wallingford Housing Authority must collect a Security Deposit at the time of the initial lease execution before moving into the unit. WHA requires that residents pay the security deposit in a guaranteed form (e.g., money order, cashier's check, bank check).

The Wallingford Housing Authority will comply with any HUD rules and applicable state and local laws governing the Security Deposit.

The Security Deposit amount is based on the Total Tenant Payment (TTP) calculated at move in.

If the move-in certification is corrected, and the TTP is recalculated, the Security Deposit requirement will be recalculated as well. Otherwise, the amount of the Security Deposit established at move-in does not change when a resident's rent changes.

- **Payment of Security Deposit. The security deposit must be paid in full at or before signing the lease. WHA will keep the security deposit in escrow as required by State law; interest on the security deposit will be credited to the Resident(s) account yearly at the rate required by**

State Law. If Resident(s) are unable to pay the full amount of the security deposit upon written agreement with WHA, Resident(s) shall pay the security deposit in equal monthly installments not to exceed 12 months.

- **Amount. A security deposit equal to one month's total tenant payment is required.**
- **Use of Security Deposit. WHA May use the security deposit for damage and repairs beyond normal wear and tear; or for rent owed by the tenant; or for such other charges in this lease and allowed by federal state and local laws and regulations.**
- **Return of Security Deposit. The security deposit will be returned to the tenant after move out if the following conditions are met:**
- **The tenant notified WHA in writing of his/her/their forwarding address and returned all keys issued to the property manager.**
- **There is no unpaid rent or other charges for which the tenant is liable under the lease, which may include rent charges accrued because of the tenant's failure to provide not of the tenants intent to vacate;**
- **The apartment and all equipment are left clean, and all trash and debris have been removed by the family;**
- **There is no breakage or damage beyond normal wear and tear.**
- **Charges taken from the security deposit. Any charges will be deducted from the security deposit and the balance, if any, will be returned to the tenant within 21 days of the tenants moving out and notification of the new address. WHA will provide a list of damages, if any, within 21 days of termination of the lease.**

PETS

Wallingford Housing Authority Residents are allowed to keep one specimen of the following common household pets in the unit:

Dogs: Size limited to a maximum of 50 pounds at maturity. Pit Bulls, Pit Bull mix, Rottweiler, or Rottweiler mix dogs are prohibited.

Cats: Size limited to a maximum of 20 pounds at maturity.

Birds: Canaries, parakeet, or love birds- limit two per cage.

Fish: Tank limited to a 10-gallon capacity.

Unacceptable pets include but are not limited to any animal normally found in the wild (raccoons, skunks, squirrels, etc.) and also rodents, reptiles, rabbits, ferrets, pigeons, spiders, chickens, ducks, and birds of prey (hawks, falcons, etc.) and domestic farm animals are not considered as households pets by this authority and will not be allowed. Pet rules and ownership agreement are included as a WHA policy.

Certain restrictions apply and are outlined in the property Pet & Assistance Animal Rules. Pets and Assistance Animals are to be approved **before** they are allowed to live in the unit. A copy of the Pet & Assistance Animal Rules is available upon request.

When applicable, residents must agree to pay any required Pet Fee and must agree to abide by the property's Pet & Assistance Animal Rules.

If an applicant wishes to request approval of an Assistance Animal – necessary to alleviate the symptoms or side-effects of a disability - the applicant (or applicant's representative) must request a Reasonable Accommodation.

Please review the process to request a Reasonable Accommodation in Appendix A. The applicant family should also review the Pet & Assistance Animal Rules.

MANAGEMENT APPROVAL OF PETS

All pets must be approved in advance by the Wallingford Housing Authority, even service animals. To receive approval of a pet the resident should provide the following:

- **Evidence that the pet meets the standards described below in this policy**
- **Evidence that the pet has been spayed or neutered as appropriate**
- **Evidence that the pet has been properly immunized**
- **Evidence that the pet has been properly registered with local authorities (if applicable)**
- **Names, addresses, and telephone numbers of 2 adult individuals who will take immediate full responsibility for the pet if needed.**
- **Documentation indemnifying the Authority against pet related litigation, attorney's fees, and any and all injury claims**
- **Pet Fee**

ANIMALS THAT ASSIST PERSONS WITH DISABILITIES

Pet rules can be modified for animals that assist, support, or provide service to persons with disabilities. This exclusion applies to both service animals and companion animals as a reasonable accommodation for persons with disabilities.

To be excluded from the pet policy, the resident/pet must certify that:

> There is a relationship between the person's disability and his/her need for the animal;
>
> and
>
> The animal performs the disability related assistance or provided the disability-related benefit needed by the person with the disability.

Requests for an exclusion from or exception to the pet policy rules will be handled through a reasonable accommodation process. The authority will require verification from a third-party professional that there is a relationship between the person's disability and his/her need for the animal.

Animals who are approved, under this section, for exclusion or exception to The Authority's pet policy rules are subject to the reasonable regulations provided in this RSP to ensure that pets do not negatively impact the health, safety, and quality of life of fellow residents or negatively affect the condition of the apartment, building, common spaces, and surrounding property.

When applicable, residents must agree to pay any required Pet Fee and must agree to abide by the property's Pet & Assistance Animal Rules.

PET FEE

The Wallingford Housing Authority has a pet fee of $100.00.

A $50.00 initial Pet Fee is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of $10.00 per month until the $100.00 Pet fee is collected. Residents are allowed to pay the entire Pet Fee in increments greater than those described if desired. The pet fee is nonrefundable.

Residents, their guests and/or service providers are required to comply with the properties Pet & Assistance Animal Rules.

HOUSING ASSISTANCE DEFINITION

The property is operating under the guidelines established for the HUD Multifamily Section 8 program. Each person must be familiar with the lease and lease attachments and capable of fulfilling the lease requirements.

SUBSIDY

The rent that a household pays is based upon the household income. The rent paid by residents may vary.

Single Residence/Subsidy Criteria

A household is eligible for assistance only if the unit will be the household's only residence. The Wallingford Housing Authority will not knowingly assist applicant families who maintain a residence in addition to the HUD-assisted unit.

Applicants MUST disclose if they are currently receiving HUD housing assistance. Residents can only receive subsidy for one unit/residence at a time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property.

If, for any reason, an applicant moves into this property before moving out of another subsidized unit, the household will be required to pay market rent until the move out from the previous property is complete and the resident is eligible to receive HUD subsidy for this property. Assistance in the new unit will begin, if the household is still eligible, the day after assistance ends for the previous unit.

Children in joint custody arrangements can receive HUD housing assistance in two units when both parent/guardian families receive HUD housing assistance. In these cases, additional verification is required. The Wallingford Housing Authority will request:

- **Verification of the custody/guardianship/living arrangement - *Please see Appendix B for additional information;***
- **(Dependent Deductions do not apply to Foster Children/Foster Adults) Verification of the use of the Dependent Deduction (only one family may take advantage of the dependent deduction). The Wallingford Housing Authority will verify use of the Dependent Deduction with the other Wallingford Housing Authority if:**
  1. The child will live in the unit at least 50% of the time; and
  2. The parent wishes to claim the Dependent Deduction; and
  3. Both families are receiving HUD housing assistance.

In addition, Foster Children/adults may show in a unit with their biological family as well as in a unit with a foster family. The Wallingford Housing Authority will not include income or assets associated with a foster child/adult. The foster child/adult does not qualify for deductions other than the Childcare Deduction.

HUD HOUSING CHOICE VOUCHERS

The Wallingford Housing Authority may not admit an applicant family if any member is in possession of a HUD housing assistance voucher provided through HUD's Public and Indian Housing (PIH) program unless the applicant agrees to give up the voucher prior to occupancy. This will be verified with the Housing Authority providing the HUD housing assistance voucher.

Please note that housing assistance provided through HUD's Multifamily Housing program is not the same as the housing assistance provided through HUD's Public and Indian Housing voucher program. If any family member moves out, the housing subsidy will not move with the family as it does with a voucher. The family will be required to re-apply to a PHA to receive another voucher.

DUAL SUBSIDY

If the Wallingford Housing Authority discovers that any HUD housing assistance is still being paid after moving to the **McKenna Court LLC Property**, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the subsidy stops. This rule applies to the entire household. Subsidy is NOT prorated. All adults will be required to sign the Self-Certification in Appendix C.

Any assistance paid in error must be returned to HUD.

Applicants should consult with the Contract Administrator or the HUD office if any former landlord is accepting subsidy after move-out.

ASSISTED LIVING

The Wallingford Housing Authority and property staff does not provide, nor have the authority to provide, any personal care or personal supervision services. Any required care or supervision must be provided by the resident or aides supervised by the resident or the resident's representative(s). The Wallingford Housing Authority and property staff do not provide assistance with personal activities of daily living.

FAIR HOUSING POLICIES

Information about fair housing and civil rights protections are included in Appendix A and Appendix C of this Tenant Selection Plan.

In addition, the state of Connecticut has added Fair Housing protections the Wallingford Housing Authority will operate its programs within the Fair Housing regulations under Section 8-37ee-1 through Section 8-37ee-17 and Section 8-37ee-300 through Section 8-37ee-314 of the Regulations of Connecticut State Agencies.

This Authority shall not, except as statute allows, on account of age, ancestry, color, sex, race, creed, marital status, sexual orientation, national origin or religion, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation, or gender identity or expression.

- Deny to any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide housing which is different from that provided others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program; Treat a person differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
- Deny a person access to the same level of services;
- Deny a family a reasonable accommodation/modification;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons;
- Discriminate in the provision of brokerage services or in residential real estate transactions;
- Discriminate against someone because of that person's relation to or association with another individual; or
- Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all.

In making reasonable accommodations or modifications for otherwise a qualified person with disabilities, the Authority is not required to:

• Take any action that would result in a fundamental alteration in the nature of the program;
• Take any action that would result in an undue financial and administrative burden on the Authority.

The Authority office, community rooms, common laundry rooms, meeting rooms and all common areas must be accessible and available for use by residents with a full range of disabilities to the greatest extent possible.

Information about fair housing and civil rights protections are included in Appendix C of this Resident Selection Plan.

HUD PROGRAM ELIGIBILITY REQUIREMENTS

Based on federal regulations, the Wallingford Housing Authority may admit only eligible applicant families. In the selection of applicant families for admission, eligibility criteria have been established in accordance with HUD guidelines. The following eligibility standards will be applied in accordance with HUD requirements:

1. **At MI/IC - The family/household's Annual Income must not exceed program Income Limits.**
2. The family must be eligible based on HUD criteria described in the Resident Selection Plan.
3. The household size must be appropriate based on the available apartments. *(See Occupancy Standards)*
4. **Applicants and residents must disclose SSNs and provide verification of the complete and accurate SSN assigned for all household members.**
5. **The Head-of-Household, co-HOH/spouse, regardless of age and all adults in each applicant family must sign a Consent for the Release of Information prior to receiving assistance. https://www.hud.gov/sites/documents/9887.PDF**
6. **Information provided by a family/household is subject to verification.**
7. **Students enrolled in an institute of higher education must meet program eligibility requirements.**
8. **The unit for which the family/household is applying will be the family/household's only residence.**
9. **Residents must agree to pay the Tenant Rent (TR).**
10. **No applicant/resident may be subject to state lifetime sex offender registration.**
11. **No applicant may be using marijuana at the time of eligibility determination.**

PROPERTY ELIGIBILITY DEFINITION

HOUSEHOLD/RESIDENT TYPE

This Section 8 property is designed to provide housing to low-income elderly or disabled families who meet the eligibility and screening requirements set forth in this Resident Selection Plan. In order for a family/household to meet the "family type" eligibility requirements, the head-of-household, the co-head-of-household or a spouse must be
• 62 or older or
• Disabled as defined by HUD.
• A near elderly person as defined by HUD, whose head, spouse, or sole member is a person with disabilities who is at least 50 years of age, but below 62; or two or more persons with disabilities who are at least 50 years of age, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Definition D – Disabled Family. A disabled family is a family whose head, spouse, or sole member is a person with disabilities.

Definition E – Person with Disabilities: A person with disabilities for purposes of program eligibility:

1) **Means a person who:**

a. Has a disability, as defined in 42 U.S.C. 423;

i. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

ii. In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.

b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that: i. Is expected to be of long-continued and indefinite duration,

ii. Substantially impedes his or her ability to live independently, and

iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

c. Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e., a person with a severe chronic disability that

i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
ii. Is manifested before the person attains age 22;
iii. Is likely to continue indefinitely;
iv. Results in substantial functional limitation in three or more of the following areas of major life activity:
A. Self-care,
B. Receptive and expressive language,
C. Learning,
D. Mobility,
E. Self-direction,
F. Capacity for independent living, and
G. Economic self-sufficiency; and

d. Reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

1) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
2) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
3) Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities

Note: *A person whose sole impairment is alcoholism or drug addiction (i.e., who does not have a developmental disability, chronic mental illness, or physical disability that is the disabling condition required for eligibility in a particular project) will not be considered to be disabled for the purposes of the Section 8 program.*

Definition I – Nonelderly Disabled (Handicapped) Family.
A nonelderly disabled (handicapped) family means a disabled family in which the head of the family (and/or spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.

Selecting Applicant Families from the Waiting List

When a unit becomes available, the Wallingford Housing Authority will contact the next applicant family on the waiting list *(based on the selection criteria described in this plan)* and the household members will be required to meet with management for an eligibility interview.

No decisions to offer the unit shall be made until all information presented by the applicant family has been verified and the final eligibility determination is complete.

Income Targeting

Based on the HUD contract for this property, the Wallingford Housing Authority is required to comply with the Income Targeting Requirement. The Authority will provide applicants with a copy of the income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following website: http://www.huduser.org/datasets/il.html. Income Targeting requires that the Wallingford Housing Authority implement policies to ensure that, during the property fiscal year, 40% of all applicant families that move in to the property or who begin receiving assistance fall within the Extremely Low-Income Limits for the area where the property is located.

The Wallingford Housing Authority is required to monitor compliance throughout the year. If, after periodic review, the Wallingford Housing Authority discovers that the Income Targeting Requirement will not be attained, the Wallingford Housing Authority will only select, in order, those applicant families whose income falls within the extremely-low income levels. Once the Income Targeting Requirement is met, the Wallingford Housing Authority will return to the "natural" selection order.

Preferences

Applicant families with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

Assigning preferences to applicant families who meet certain criteria is a method intended to provide housing opportunities to applicant families based upon household circumstances.

Preferences affect only the order applicant families are selected from the waiting list. They do not make anyone eligible who was not otherwise eligible. Preferences are not permitted if they, in any way, interfere with affirmative marketing efforts or fair housing requirements.

Special consideration applies when a VAWA Emergency Transfer Request is submitted by a victim of a VAWA crime. If this is your situation, please contact the property staff for additional information.

Wallingford Housing Authority-Adopted Preferences – Unit Transfer/Splits/Property to Property

Unit Transfer Preference: Residents who have submitted a Unit Transfer Request and who are deemed eligible for the transfer are given preference on the waiting list. This means that a resident transferring from one unit to another will be offered a unit before an applicant family.

Wallingford Housing Authority-Adopted Preferences – Imminent Threat

VAWA Emergency Transfer (Internal Transfer): In some cases, families that qualify for a VAWA Emergency Transfer may receive preference over other residents who have requested a unit transfer. Victims of VAWA crimes who qualify for a VAWA Emergency Transfer (VET) will receive preference equal to other residents requesting an emergency transfer. Selection will be based upon the date and time the completed VAWA Emergency Transfer Request was received. Please see the VAWA Policy and/or contact property staff for additional information.

Weight of Preferences as Described

When offering a unit, the Wallingford Housing Authority will consider applicant families and residents requesting unit transfers who qualify for preference over applicant families and residents requesting unit transfer who do not qualify for any of the preferences described above.

Residents who are requesting new units and who meet the qualifications listed below will be placed on the preferred waiting list based on the date and time the completed Unit Transfer Request is received. These existing residents will be placed first.

- Verified need for an accessible unit
- Verified need for a reasonable accommodation
- Verified medical need
- Imminent Threat (VAWA Emergency Transfer)
- Resident is currently living in an accessible unit and no longer needs the features
- Under housed (unit is too small)

Applicant families who qualify for the following preferences will be placed on the preferred waiting list based on the date and time the completed Pre-Application or Application is received. These applicant families will be placed next.

- Verified need for an accessible unit
- Verified need for a reasonable accommodation
- Verified medical need
- Imminent Threat (VAWA Emergency Transfer)

Applicant families who do not qualify for the preferences listed above will be placed next based on the date and time the completed Pre-Application or Application is received and their eligibility for other preferences.

Accessible units will always be offered to residents and applicant families who need the features of the accessible unit before they are offered to residents and applicant families who do not need the features of an accessible unit.

Verification of Preferences

All preferences will be verified using the verification methodology described in this resident selection plan.

When a Request for Preference is Denied

If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant family will receive notice of this determination within ten (10) business days. The notice will contain the reasons for the determination. The applicant family has the right to meet with the Wallingford Housing Authority representative to review or appeal the decision.

INCOME LIMITS

The Wallingford Housing Authority uses the Annual Income, including income from assets, when determining if the family's income is equal to or less than the Income Limits in place at the time of the final eligibility interview. All family member's income is considered before any deductions are applied. Live-in Aides and Foster Children/adults are not considered family members, but rather non-family members who are included on HUD's required certification forms. Earned and unearned income for non-family members is not considered.

Income limits vary by family size. The Wallingford Housing Authority will provide applicants with a copy of the current income limits for the property area upon request. In addition, applicants can review the income limits by accessing the following web site: https://www.huduser.gov/portal/datasets/il.html.

Income limits are updated at least annually. HUD requires that property managers incorporate the most recently published income limits when determining eligibility.

For this property, qualified an applicant family's income must be at or below the following income limit requirements:

Subsidy	Type of Income Limit
Section 8 (pre-1981)	**Low** – 80% of median income **Very-low** – 50% of median income **Extremely-low** – very-low income family whose income equals or is less than the greater of poverty level or 30% of median income

OCCUPANCY STANDARDS

Occupancy standards serve to prevent the over-utilization or under-utilization of units that can result in an inefficient use of housing funding. Occupancy standards also ensure that residents are treated fairly and consistently and receive adequate housing space. The number of bedrooms required to accommodate each family shall be determined by the following table as published in the regulations (8-37ee-304(c)) or the square footage requirements per person as stated in the state building code as applicable.

Below, please find this property's occupancy standards description:

Number of Bedrooms	Min. # Household Members	Max. # Household Members
Studio 0	1	1
1	1	2

Square footage requirements:
150 Square Feet
100 Square Feet
50 Square feet per person sleeping space (total cannot exceed square footage listed above)

Kitchen, bathrooms, hallways, and utility closets, are not included.

VERIFYING THE NEED FOR AN ACCESSIBLE UNIT

When an applicant family requests an accessible unit or a unit preference, such as a first-floor unit, the Wallingford Housing Authority will conduct inquiries to:

1. Verify that the applicant family is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability;
2. Verify that a member needs the features of the unit as an accommodation to his or her disability;
3. Verify that the applicant family is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability.

SOCIAL SECURITY NUMBER DISCLOSURE REQUIREMENTS

All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number.

Note: An Individual Tax Identification Number is not the same as a Social Security Number and will not be accepted in lieu of a Social Security Number.

Program Eligibility

This rule applies to all household members including Live-in Aides, Foster Children and Foster Adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

- Original Social Security card;
- Driver's license with SSN;
- Identification card issued by a federal, State, or local agency, a medical insurance provider, or an employer or trade union;
- Earnings statements on payroll stubs;
- Bank statement;
- Form 1099;
- Benefit award letter;
- Retirement benefit letter;
- Life insurance policy;
- Court records.

If the applicant cannot provide any of the above, the applicant will advise the Wallingford Housing Authority. The WHA may accept self-certification of SSN *and* at least one third-party document, such as a bank statement, utility or cell phone bill, benefit letter, etc., that contains the name of the individual. *When none of the other acceptable methods is available and if verifying an individual's SSN using this method, the Wallingford Housing Authority must document why the other SSN documentation was not available. If the resident's SSN becomes verified in HUD's Enterprise Income Verification System (EIV), then no further verification is required. If the resident's SSN fails the SSA identity match, then the Wallingford Housing Authority must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The resident family's assistance must be terminated if any member fails to provide the required documentation (some exceptions apply).*

Exceptions to Disclosure of Social Security Number

The Social Security Number requirements do not apply to:

1. Individuals aged 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010;
2. Individuals who do not contend eligible immigration status;
3. A child under the age of 6 years, who does not yet have a Social Security Number (SSN) assigned to him/her/them, added to the applicant family within the 6-month period prior to the household's date of admission. The household will have a maximum of 90 days after the date of admission to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the Wallingford Housing Authority terminate assistance.
4. A minor under the age of 6 years being added to the household after move-in. The household will have a maximum of 90-days after adding the child to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the Wallingford Housing Authority terminate assistance.
5. Foster Children or adults when:
   - The foster agency will not provide the SSN or adequate documentation to verify the SSN; and
   - HUD approves.

Applicants Who Have Not Provided a Social Security Number or Adequate Documentation to Verify

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

All non-exempt household members have ninety (90) days from the date they are first notified that a unit is available-to provide documentation necessary to verify the Social Security Numbers. During this 90-day period, the household may retain its place on the waiting list but will not be considered again until the required documentation is provided.

If, after ninety (90) days, the applicant family is unable to disclose/verify the Social Security Numbers of all non-exempt household members, the household will be determined ineligible and removed from the waiting list. The applicant family may apply again, after obtaining the appropriate documentation. The applicant family will be placed on the waiting list based on the date and time the **new** Pre-Application or Application is received.

Secondary Verification of the Social Security Number

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database through HUD’s Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.

If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated, and any improper payment must be returned to HUD.

If an applicant/resident deliberately provides an inaccurate Social Security Number, the Wallingford Housing Authority and/or HUD may pursue additional penalties due to attempted fraud.

ELIGIBILITY OF STUDENTS ENROLLED AT AN INSTITUTE FOR HIGHER EDUCATION (SECTION 8)

ELIGIBILITY OF STUDENTS ENROLLED AT AN INSTITUTE FOR HIGHER EDUCATION

Student eligibility is determined at Move-In/Initial Certification and at each Annual Recertification. Student eligibility may also be reviewed at Interim Recertification if student status has changed since the last certification.

Student eligibility is determined at move-in/initial certification and at each annual certification. If student status changes for an adult during residency, the resident must report the change in student status and eligibility will be determined to see if the family is eligible to receive assistance.

If an applicant or existing resident is a student, the following criteria must be met in order for that student to be considered eligible.

1. The individual must be of legal contract age under state law.
2. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
3. The individual must have established a residence separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U. S. Department of Education’s definition of an independent student.

Independent Student

To be classified as an independent student, a student must meet one or more of the following criteria:

1. Be at least 24 years old by December 31 of the award year for which aid is sought;
2. Be an orphan or a ward of the court through the age of 18;
3. Be a veteran of the U.S. Armed Forces;

4. Have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);
5. Be a graduate or professional student;
6. Be married;
7. Be a vulnerable youth as defined by HUD and the Department of Education.

If a student does not meet the eligibility criteria above, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. Please see property staff if you need additional information about proving independence from parents.

STUDENT FINANCIAL ASSISTANCE

When student financial assistance exceeds tuition and covered fees, student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the HOH, co-HOH/spouse and is over 23 (24 or older) with a dependent child.

For non-Section 8 programs, any financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is excluded when determining Annual Income for the family. Any financial assistance a student received under the Higher Education Act of 1965, that is in excess of amounts received for tuition and other qualified fees, is also excluded.

Any financial assistance a student receives (1) from private sources, (2) from an institution of higher education, that is in excess of amounts received for tuition and other qualified fees, is included when determining Annual Income for the family, except if the student is the HOH, co-HOH or spouse and is over the age of 24 with a dependent child or children (as defined by HUD).

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-HOH/Spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

PROHIBITION OF ASSISTANCE TO NONCITIZEN STUDENTS

Noncitizen students and their noncitizen families may not receive assistance. Noncitizen students are not eligible for continuation of assistance or temporary deferral of termination of assistance. A noncitizen student is defined as an individual who is as follows:

1. A resident of another country to which the individual intends to return;
2. A bona fide student pursuing a course of study in the United States; and
3. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.

This prohibition applies to the noncitizen student's noncitizen spouse and noncitizen children. However, spouses and children who are U.S. citizens may receive assistance. For example, a family that includes a noncitizen student married to a U.S. citizen is a mixed family.

PROCEDURES FOR TAKING APPLICATIONS

It is the Wallingford Housing Authority's policy to accept and process Pre-Applications in accordance with HUD guidance. The Wallingford Housing Authority will make a reasonable accommodation to assist in the Pre-Application process if the applicant or any member of the applicant family is disabled.

- **Upon request, the Wallingford Housing Authority will provide interested parties with a paper copy of the Pre-Application Package. Applicants may make an appointment to pick up a Pre-**

Application Package at the Main office at 45 Tremper Drive Wallingford CT 06492 to request a paper copy.

- **Upon request, the Wallingford Housing Authority will provide interested parties with an electronic copy of the Pre-Application Package. Applicants may contact the Wallingford Housing Authority and request an emailed copy.**
- **Applicants may download a copy of the Pre-Application Package from the WHA website at [www.wallingfordha.com.](http://www.wallingfordha.com)**

Before completing or executing any forms, additional copies should be made for all adult household members and in some cases for minors who will live in the unit.

The person who is indicated as the Head-of-Household (HOH) must execute and sign all documents that are included in the Pre-Application Package.

All adult applicants must complete the Pre-Application Package as instructed.

The Wallingford Housing Authority requires applicants to provide a government issued photo ID - used for verifying the identity of all applicants. A copy of the applicants' ID may be provided using one of several alternatives including in-person or online means.

In some cases, and when appropriate, this ID may also be used to verify age and citizen/non-citizen eligibility status.

The Wallingford Housing Authority may require a birth certificate or other like documentation that can be used to verify age, citizen/non-citizen eligibility status and relationship to other household members as required by HUD.

All Pre-Applications can be submitted:

1. **Via First Class mail;**
2. **On site at the main management office; located at 45 Tremper Drive Wallingford, CT. 06492**

Because Pre-Applications include Personally Identifiable Information (PII), applicants (or applicants' representatives) must not submit Pre-Application Packages via email unless all attachments have been password protected and encrypted using an NIST compliant encryption solution.

The Wallingford Housing Authority will accept the Pre-Application in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

All documents in the Pre-Application Package must be **completed in full**, signed and dated in order to be accepted. Applicants **will not** be added to the waiting list until all Pre-Application forms have been properly completed and signed as appropriate.

INCOMPLETE APPLICATIONS

Incomplete (including signature) Pre-Application Packages will be returned without further consideration.

PRELIMINARY DETERMINATION OF APPLICANT ELIGIBILITY

Information needed to determine applicant eligibility shall be obtained, verified, and the determination of applicant eligibility performed, in accordance with HUD and property eligibility requirements.

Upon receipt of the completed Pre-Application, the Wallingford Housing Authority will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility tasks. The

Wallingford Housing Authority will review the Pre-Application to ensure that there are no obvious factors that would make the applicant family ineligible.

If no appropriate unit exists on the property, the Wallingford Housing Authority will reject the applicant family.

FINAL DETERMINATION OF ELIGIBILITY

When a unit becomes available, all eligibility criteria will be reviewed before a final eligibility determination is made. Being eligible, however, does not guarantee that the Pre-Application or Application will be approved. All adult applicants (and if appropriate minors) will be subject to the certain screening based on landlord/rental history, credit history and criminal history.

Criminal and credit screening are conducted before all other screenings and before the Wallingford Housing Authority begins the processes required to make a final determination of eligibility.

If criminal history or credit history are not acceptable, the Wallingford Housing Authority will notify the resident and/or reject the Pre-Application or Application as required by HUD and indicated in the description below. The Wallingford Housing Authority will not conduct additional screening and will not take additional steps to determine eligibility.

If criminal history and credit history are acceptable, the Wallingford Housing Authority will conduct landlord screening. If landlord screening is not acceptable, the Wallingford Housing Authority will notify and/or reject the Pre-Application or Application as required by HUD and indicated in the description below. The Wallingford Housing Authority will not take steps to determine eligibility.

If landlord screening is acceptable, the Wallingford Housing Authority will complete the remaining tasks necessary to determine eligibility.

LIVE-IN AIDES

Applicants must contact the management office staff if a Live-in Aide will be moving into the unit. If the family plans to include a Live-in Aide, the Live-in Aide is not required to complete the same Pre-Application or Application forms. Live-in Aides must complete the Live-in Aide Application and participate in screening and other verifications that are required.

The Live-in Aide must meet HUD's definition of a Live-in Aide. A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

a. **Is determined to be essential to the care and well-being of the person(s);**
b. **Is not obligated for the support of the person(s); and**
c. **Would not be living in the unit except to provide the necessary supportive services**

The Live-in Aide has no rights to the unit as a remaining family member and must agree to relinquish possession of the unit within a reasonable time if the resident is absent for an extended period of time or if the resident leaves for any reason.

The Live-in Aide will be required to sign a lease addendum acknowledging that the Live-in Aide has no right of residency or occupancy if the resident is absent or if the resident moves out for any reason including death.

WAITING LISTS

To ensure that applicant families are appropriately and fairly selected for the next available unit *(when a unit of the appropriate size or type is not available at the time of Pre-Application or Application)*, it is essential for the Wallingford Housing Authority to maintain waiting lists. The Wallingford Housing Authority will place the applicant family on the waiting list after preliminary eligibility determination is complete.

Applicants will have the option of specifying a desired unit size or multiple unit sizes when completing the Pre-Application or Application. The applicant family will be placed on the waiting list for all requested unit sizes/types as long as:

- **The applicant family meets the Occupancy Standards described in this plan; and**
- **The waiting list for the unit size is open.**

The Head-of-Household (HOH) will be contacted when the family approaches the top of the waiting list, and an appropriate unit becomes available based on the selection guidelines described in this plan.

MAINTAINING WAITING LISTS

It is the policy of the Wallingford Housing Authority to administer its waiting list as required by HUD handbooks and regulations. The WHA will update the waiting list by removing the names of applicant families based on the requirements set forth in this plan.

The Wallingford Housing Authority will contact each applicant family annually. The Head-of-Household (HOH) will be the only person contacted unless otherwise requested.

If this letter is unable to be delivered by the United States Postal Service, the applicant family will be rejected, and the household will be removed from the waiting list.

If the Head-of-Household (HOH) fails to respond to the Wallingford Housing Authority inquiries regarding the desire to remain on the waiting list, the applicant family will be rejected and will be removed from the waiting list.

In addition, an adult member of the applicant family must contact the property if household information changes (i.e. number of household members, number of future household members, criminal history, income, etc.). If the household size or composition changes, the Wallingford Housing Authority will:

1. Update the waiting list information; and
2. Decide whether the household needs the same or a different unit.

If, as a result of the household composition change, it is determined that the applicant family will be on the waiting list for a different unit type/size than originally indicated, the applicant family will be placed on the bottom of the waiting list for the new unit size.

If the waiting list is currently closed for the appropriate unit size, the applicant family will be rejected and removed from the waiting list.

If there are no units of the appropriate size on the property, the applicant family will be rejected and will be removed from the waiting list.

REMOVING APPLICANTS FROM THE WAITING LIST

The Wallingford Housing Authority will remove an applicant family's name from the waiting list when if any of the following apply:

- **Applicant family requests removal;**

- **The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property;**
- **The unit that is needed – using household size as the basis – has changed, and the waiting list is closed for that unit size/type;**
- **Applicant family fails to meet eligibility requirements;**
- **Applicant family fails to meet occupancy standards;**
- **Any individual applicant fails to meet screening requirements;**
- **Applicant family is rejected for any reason described in this plan;**
- **Applicant family cannot be contacted by US Mail (letters are returned or undeliverable);**
- **Applicant family cannot be contacted by phone (number disconnected or changed);**
- **Applicant family cannot be contacted by other electronic means including email;**
- **Applicant family was clearly advised, in writing, of the requirement to tell Wallingford Housing Authority of his/her continued interest in housing and failed to do so;**
- **Applicant family refused second offer of a unit (See Right to Refusal Policy for additional information.).**
- **Applicant family accepted a unit but failed to move in to the unit within 30 calendar days. Some exceptions apply.**

If an applicant family is removed from the waiting list, and subsequently the Wallingford Housing Authority determines that an error was made in removing the applicant family, the applicant family will be reinstated at the original place on the waiting list.

If an applicant family is removed from the waiting list, and later, the applicant family feels that they are now qualified for assistance/tenancy, the applicant family must submit a new Pre-Application if the waiting list is open. The applicant family will be placed on the waiting list, as necessary, based on the submission date and time of the **new** Pre-Application.

There are certain situations when the Wallingford Housing Authority may refuse to accept a Pre-Application. The Wallingford Housing Authority will not accept Pre-Applications from individuals who were previously rejected because of a member of the applicant family:

- **Is subject to a state lifetime sex offender registry;**
- **Has been rejected because he/she has been convicted of a crime as indicated in the criminal screening criteria *(certain time restrictions apply);***
- **Has been evicted from another property managed or owned by the Wallingford Housing Authority;**
- **Has been evicted from a federally assisted property for drug use in the last three years.**

In addition, if an applicant family previously accepted a unit offered by the Wallingford Housing Authority and the applicant family failed to take possession of the unit on the agreed upon date without notice to the Wallingford Housing Authority, the Wallingford Housing Authority reserves the right to refuse all future Pre-Applications.

SELECTING APPLICANT FAMILIES FROM THE WAITING LIST

When a unit becomes available, the Wallingford Housing Authority will contact the next applicant family on the waiting list *(based on the selection criteria described in this plan)* and the Head-of-Household, co-HOH/spouse and all adult family members will be required to meet with management for an eligibility interview.

No decisions to offer the unit shall be made until all information presented by the applicant family has been verified and the final eligibility determination is complete.

PREFERENCES AS OF MAY 31ST 2024

Applicant families with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

Assigning preferences to applicant families who meet certain criteria is a method intended to provide housing opportunities to applicant families based upon household circumstances.

Preferences affect only the order applicant families are selected from the waiting list. They do not make anyone eligible who was not otherwise eligible. Preferences are not permitted if they, in any way, interfere with affirmative marketing efforts or fair housing requirements.

Wallingford Housing Authority-Adopted Preferences – Unit Transfer/Splits/Property to Property

Unit Transfer Preference

Residents who have submitted a Unit Transfer Request and who are deemed eligible for the transfer are given preference on the waiting list. This means that a resident transferring from one unit to another will be offered a unit before an applicant family.

VAWA Emergency Transfers (Internal Transfer)

In some cases, families that qualify for a VAWA Emergency Transfer (VET) may receive preference over other residents who have requested a unit transfer. Survivors/targets of VAWA crimes who qualify for a VAWA Emergency Transfer (VET) will receive preference equal to other residents requesting an emergency transfer. These include residents requesting and internal transfer because:

1. The family lives in a unit that is now uninhabitable because of damage or a presidentially declared disaster;
2. The family lives in a standard unit and a member has a verified need for an accessible unit;
3. The family lives in a unit that is too small based on the Wallingford Housing Authority's occupancy policy and/or local occupancy ordinances.

When multiple families qualify for any of these emergency transfers, selection will be based upon the date and time the completed Unit Transfer Request or VAWA Emergency Transfer (VET) Request was received by the Wallingford Housing Authority. If no unit is immediately available, the resident will be added to the property waiting list with a VET Preference. If the family wishes to seek alternative housing outside of the property, the resident family may remain on the property waiting list (with a VET preference) while seeking alternative housing options. Please see Appendix D and/or the VAWA Policy and/or contact property staff for additional information.

Weight of Preferences as Described

When offering a unit, the Wallingford Housing Authority will consider applicant families and residents requesting unit transfers who qualify for preference over applicant families and residents requesting unit transfer who do not qualify for any of the preferences described above.

Residents who are requesting new units and who meet the qualifications listed below will be placed on the waiting list, with a preference, based on the date and time the completed Unit Transfer Request is received. These existing residents will be placed first.

- **Verified need for an accessible unit;**
- **Verified need for a reasonable accommodation;**
- **Verified medical need;**
- **Imminent Threat (VAWA Emergency Transfer);**
- **Resident is currently living in an accessible unit and no longer needs the features;**
- **Under housed (unit is too small).**
- **Unit Transfer Preference**

Residents who are requesting new units and who do not qualify for preferences will be placed next based on the date and time the completed Unit Transfer Request is received and their eligibility for other preferences.

Applicants who qualify for the following preferences will be placed on the preferred waiting list based on the date and time the completed Pre-Application was received. These applicant families will be placed next.

- **Verified need for an accessible unit;**
- **Verified need for a reasonable accommodation;**
- **Verified medical need;**
- **Imminent Threat (VAWA Emergency Transfer)**

Applicant families who do not qualify for the preferences listed above will be placed next based on the date and time the completed Pre-Application is received and their eligibility for other preferences.

Accessible units will always be offered to residents and applicant families who need the features of the accessible unit before they are offered to residents and applicant families who do not need the features of an accessible unit.

Verification of Preferences

All preferences will be verified using the verification methodology described in this Resident Selection Plan. Special consideration applies when a VAWA Emergency Transfer Request is submitted by a survivor/target of a VAWA crime. If this is your situation, please review the information in Appendix C and/or contact the property staff for additional information.

When a Request for Preference is Denied

If it is determined that an applicant does not meet the criteria for receiving a preference, the applicant family will receive notice of this determination within ten (10) business days. The notice will contain the reasons for the determination. The applicant family has the right to meet with the Wallingford Housing Authority representative to review or appeal the decision.

Change in Preference Status While on the Waiting List

Occasionally applicant families on the waiting list who did not qualify for a preference when they applied will experience a change in circumstances that qualifies them for a preference. In such cases, it is the responsibility of the applicant to contact the Wallingford Housing Authority so that their change in status may be verified, and the waiting list can be updated to reflect the preference as appropriate.

To the extent the verification determines the applicant family does now qualify for a preference, they will be selected from the waiting list in accordance with the preference and the date the Pre-Application or Application was received.

Exceptions to the Preference Rule

Management will give priority to current residents:

1. **Residing in a unit that has been determined uninhabitable due to flood, fire or other natural disaster;**
2. **When a unit is designated for rehabilitation or repair.**

These situations represent extenuating circumstances, and the normal selection order may be adjusted to address the needs of these residents.

Opening and Closing Waiting List

In order to ensure that applicant families on the waiting list are processed in a reasonable amount of time, the Wallingford Housing Authority may stop accepting Pre-Applications or Applications and close waiting lists in whole or in part.

Decisions about closing and opening the waiting list will be based on the number of Pre-Applications or Applications available for a particular size and type of apartment and the ability of the Wallingford Housing Authority to house an applicant family in an appropriate apartment within a reasonable period of time.

The Wallingford Housing Authority will use a twelve (12) month waiting period to determine whether the waiting list may be closed.

If the Wallingford Housing Authority has sufficient Pre-Applications or Applications, the waiting list may be closed completely. Notices announcing that the waiting list is closed or open will be publicly announced in the following manner:

- **The property web site including any applicant portal;**
- **Local newspapers;**
- **Publications described in the Affirmative Fair Housing Marketing Plan;**
- **Flyers distributed in applicable neighborhoods.**

Interested parties who insist on submitting Pre-Applications or Applications when the waiting list is closed will not be considered. The Pre-Application or Application **will not be reviewed** and will be returned.

During the period when the waiting list is closed, the Wallingford Housing Authority **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

More specifically, the notice will include at minimum the following information:

1. Applications may be obtained in person or by mail.
2. Applications will be taken for a period of 30 days.
3. Applications will be pre-qualified based on submitted information.
4. Completed applications will be date and time stamped upon receipt and can be dropped off at the office or returned by mail at 45 Tremper Drive Wallingford, CT. 06492. If electronic applications are available, completed applications will be date and time stamped upon receipt of submission.
5. Applications must be complete in order to be accepted by WHA.

Each application received shall be immediately dated and time stamped. A control number will be assigned to all completed applications. WHA will create a file for each eligible applicant that submits a complete application. The file shall remain confidential and shall be kept in locked drawers or, if kept electronically, password protected.

It is the applicant's responsibility to update any changes to the contact information supplied on original application, such as phone number and/or address. When the wait list is closed, qualified application control numbers will be drawn randomly. This drawing will determine the applicant's placement on the waiting list Interested parties who insist on submitting Pre-Applications or Applications when the waiting list is closed will not be considered. The Pre-Application or Application **will not be reviewed** and will be returned.

During the period when the waiting list is closed, the Wallingford Housing Authority **will not** maintain a list of individuals who wish to be notified when the waiting list is reopened.

Applicants will be notified in writing as to the placement on the wait list within 14 business days of the waiting list being closed. Vacant units will be offered to applicants in order of the waiting list and selection shall occur at least thirty (30) days before scheduled occupancy to prevent vacancy loss. Additionally, WHA may contact applicants to verify continued interest. Further information on this process is provided in this resident selection plan.

Wallingford Housing Authority may close the waiting list for one or more unit sizes when the average wait time is excessive (e.g. one year or more) (4350.3; 4-40);

If the Authority's waiting lists have sufficient applications to fill anticipated vacancies for the coming 12 months and has racial and economic diversity as required by Con. Gen. Stat. 8-37bb, and that there are sufficient families who are least likely to apply on the list or near the top of the list such that they might be housed within the next year then, the Authority may elect to:

1. Close the wait list completely.
2. Close the list during certain times of the year.
3. Restrict intake by type of project or by size and type of dwelling unit.

When the waiting list is closed, WHA must inform/advise potential applicants that the waiting list is closed and refuse to take additional applications.

PRIVACY POLICY

It is the policy of the Wallingford Housing Authority to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the Wallingford Housing Authority.

Unless the individual about whom information is requested gives consent to such disclosure, neither the property owner nor its agents shall disclose any personal information to any person or agency, other than:

- **Staff associated with the McKenna Court property as appropriate;**
- **Service providers as appropriate;**
- **HUD;**
- **HUD's agents;**
- **Contract Administrators;**
- **Other federal/state entity or investor auditing entities.**

The Privacy Act in no way limits the Wallingford Housing Authority's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

VERIFICATION

The Wallingford Housing Authority shall obtain verifications in compliance with requirements set forth by the Department of Housing and Urban Development. After the preliminary eligibility determination, no decision to approve a Pre-Application or Application shall be made until information provided on the Pre-Application or Application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

All information relative to the following items must be verified as described in these procedures.

INFORMATION TO BE VERIFIED

Information to be verified includes, but is not limited to:

1. Eligibility for Admission, such as
    a. Income;
    b. Assets and Asset Income;
    c. Identification;
    d. Age;
    e. Household Composition;
    f. Social Security Numbers;
    g. Student Status;
    h. Current HUD Assistance.
2. Allowances, such as
    a. Age;
    b. Disability;
    c. Full Time Student Status;
    d. Child Care Expenses;

   e. Disability Assistance Expenses;
   f. Medical Expenses (For Elderly/Disabled families Only).
3. Preferences
   a. Imminent Danger; (VAWA Emergency Transfer)
   b. Unit Transfer Preference
4. Compliance with Resident Screening Guidelines, such as
   a. Criminal History;
   b. Credit History;
   c. Rental/Residence History;
5. The Need for an Accessible Unit.

METHODS OF VERIFICATION

Verifications will be attempted as follows:

1. **Means-tested Verification (also known as Safe Harbor).**

   When verifying income at Move-in/Initial Certification, Annual Recertification and Interim Recertification, the Wallingford Housing Authority may determine a family's annual income, including income from assets, prior to the application of any deductions based on income determinations made within the previous 12-month period, using income determinations from the following types of means-tested federal public assistance programs:
   a. The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
   b. Medicaid (42 U.S.C. 1396 et seq.).
   c. The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
   d. The Earned Income Tax Credit (26 U.S.C. 32).
   e. The Low-Income Housing Tax Credit (26 U.S.C. 42).
   f. The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).
   g. Supplemental Security Income (42 U.S.C. 1381 et seq.).
   h. Other programs administered by the Secretary.
      i. HUD's Public & Indian Housing Program using HUD form 50058;
      ii. HUD's Multifamily Housing Programs using HUD form 50059;
      iii. The Treasury's Low Income Housing Tax Credit Program (26 U.S.C. 42) TIC.
   i. Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding.
   j. Other federal benefit determinations made by other means-tested federal programs that the Secretary determines to have comparable reliability and announces through a Federal Register notice.

   If the applicant/resident provides multiple forms of Means-tested Verification for the same family, verification from housing programs will take precedence over other sources.

   The Means-tested verification must state the family size, must be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for non-family members), and must state the amount of the family's Annual Income. The Annual Income need not be broken down by family member or income type.

   Annual income includes income earned from assets, therefore when using Means-tested Verification (also known as Safe Harbor) to verify a family's income, the Wallingford Housing Authority will not inquire about a family's net family assets, nor about the income earned from those assets.

   The Means-tested Verification (Safe Harbor) must show that the family's income determination was made within the 12 months prior to the receipt of the verification by the Wallingford Housing Authority. The Means-tested Verification (also known as Safe Harbor) documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the Wallingford Housing Authority.
   a. Income determination effective date;
   b. Program administrator's signature date;
   c. Family's signature date;
   d. Report effective date; or
   e. Other report-specific dates that verify the income determination date.

f. The only information that Wallingford Housing Authoritys are permitted to use to determine income under this Means-tested Verification (also known as Safe Harbor) is the total income determination made by the federal means-test program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their documentation; however, these determinations and any other information **will not** be considered by the Wallingford Housing Authority for purposes of the Means-tested Verification (also known as Safe Harbor) provision. Wallingford Housing Authoritys are not permitted to mix and match Safe Harbor income determinations and other income verifications;

The Wallingford Housing Authority will not use Means-tested Verification (Safe Harbor) when:

a. The family wishes to use a Childcare Deduction when childcare enables a member to work;
b. The family wishes to use the Attendant Care & Auxiliary Apparatus Expense Deduction;
c. Any member of the family is participating in HUD's Family Self-Sufficiency (FSS) program.

2. **Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (EIV may be used as the sole verification of Social Security income);
3. **Upfront Income Verification (UIV)** using non-EIV resources (e.g., Work Number, web-based state benefits system, etc.);
4. **Written, third-party verification from the source, also known as "tenant-provided verification".** An original or authentic document generated by a third-party source dated within 120 days of the date received by the Wallingford Housing Authority. (e.g., resident provided bank statement). For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. Wallingford Housing Authoritys may also accept third-party verification directly from the verification source. For example, Wallingford Housing Authoritys may (but are not required to) obtain verification of disability directly from a medical care provider (e.g., physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
5. **EIV with Self-Certification (Employment or Unemployment Income).** The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family will be provided with the information from EIV.
6. A Written Third-party Verification Form (as appropriate);
7. **Oral verification.** When verifying information over the telephone or via the internet, it is important to be certain that the person is the party he or she claims to be. When verifying information by phone, the owner must record and include in the tenant's file the following information:
   a. Third-party's name, position, and contact information;
   b. Information reported by the third party;
   c. Name of the person who conducted the telephone/internet interview; and
   d. Date and time of the call.
8. **Family Self-Certification.** In the absence of any of the above or as provided in HUD guidance, notarized or witnessed self-certification from the household member *(the Wallingford Housing Authority is not required to accept family/self-certification).* Except when accepted based on HUD guidance (e.g., Streamlining, Assets Disposed, etc.), when the Wallingford Housing Authority accepts Family Self-Certification, the tenant file will be documented, when appropriate, to show that staff attempted other acceptable verification before relying on family self-certification.

Sources of Information

Sources of information may include, **but are not limited to**:

- Any Member Of The Applicant Family;
- Present And Former Housing Providers/Landlords;
- Present And Former Employers;
- Banks;
- Insurance Companies;
- Any Asset Manager;
- Family Members;
- Any Person Or Organization Providing Gifts/Regular Contributions To Any Member;
- Social Workers/Parole Officers;
- HUD's Enterprise Income Verification System (EIV);
- The Work Number;
- Court Records;
- Health Providers;

- Physicians;
- Clergy;
- Schools/Institutes Of Higher Education;
- Department Of Homeland Security (DHS);
- Department of Health and Human Services (HHS);
- The Internal Revenue Service (IRS);
- The Social Security Administration (SSA);
- Medicare/Medicaid;
- Representative Of The United States Armed Forces;
- Any Federal/Local Benefit Providers;
- Pharmacies;
- Utility Providers;
- The World Wide Web (Internet).

The Wallingford Housing Authority will be the final judge of the credibility of any verification submitted by an applicant. If the Wallingford Housing Authority questions the validity of a document or the validity of information provided, it will be reviewed by management staff for a ruling regarding acceptability.

Period for Verification

Except where HUD allows, only verified information that is less than 120 days old may be used for verification. This does not apply to Means-tested verification which may be used for up to 12 months.

Income from federal programs may be verified using an award letter for the award year until the COLA is announced.

Verified information not subject to change (such as a person's date of birth) will not be re-verified.

CONSENT AND VERIFICATION FORMS (HUD-9887)

When HUD releases the HOTMA compliant 9887/9887A, the HOH, co-HOH/spouse (regardless of age) and all adult applicants must sign HUD's consent forms no later than the final eligibility interview.

Applications for assistance (MI/IC) will not be considered until an executed 9887/9887A has been received from

1. **The Head-of-Household, co-HOH/spouse regardless of age; and**
2. **Any adult family members.**

After an applicant or resident has signed and submitted these consent forms, they do not need to sign and submit subsequent consent forms except under the following circumstances:

- When a new member is added to the unit if:
    - The new member is 18 years of age or older, or
    - The new member is the HOH, co-HOH/spouse regardless of age;
- When a member of the family turns 18 years of age;
- If the family's assistance is terminated and the family wishes to reinstate housing assistance; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and Wallingford Housing Authority to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves-out), the family's assistance is considered to be terminated, and the signed consent forms will no longer be in effect.

Any adult member of the family may provide written notification to the Wallingford Housing Authority to revoke consent. Upon receiving such notice, the Wallingford Housing Authority will notify HUD. Revoking consent makes the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 45-Day Notice of Rent Increase as required.

If, subsequently, the family wishes to reapply for assistance, and when such assistance is available, the HOH, co-HOH/spouse and all adult members will be required to submit the signed 9887/9887A documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor living in the unit turns 18, he/she will have thirty (30) days to meet with the management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

WALLINGFORD HOUSING AUTHORITY CREATED VERIFICATION FORMS

The Wallingford Housing Authority may create verification forms for specific verification needs and must include the language required by HUD.

Applicants who refuse to sign consent forms are subject to rejection. Residents who refuse to sign consent forms are subject to termination of assistance.

Wallingford Housing Authority created verification forms must clearly state that the applicant or resident is not required to sign the form if it does not clearly indicate who will provide the requested information and who will receive the information. The Wallingford Housing Authority will retain a copy of the verification form and provide a copy to the applicant or resident upon request.

PROVISIONS FOR REFUSAL TO SIGN REQUIRED VERIFICATION FORMS

If any member of the applicant family does not sign and submit the consent forms as required, the Wallingford Housing Authority must reject the Pre-Application or Application and deny assistance and/or tenancy.

MISREPRESENTATION

Any information provided by an applicant that proves to be untrue may be used to disqualify the applicant family because of misrepresentation or attempted fraud.
The Wallingford Housing Authority will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the Wallingford Housing Authority has independently investigated the information. The Wallingford Housing Authority considers false information about any of the following to be grounds for rejecting an applicant family:

- Identity
- Social Security Numbers/Information
- Income/Assets/Income from Assets
- Household Composition
- Disability
- Birth Date/Age
- Citizenship, Naturalization, And/or Eligible Immigration Status
- Eviction History
- Criminal History
- Sexual Offender Status
- Eligibility for Preferences and Priorities
- Allowances
- Current/Previous Residence History
- Current Housing Assistance
- Status as A Student

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicant families.

STREAMLINING

The Wallingford Housing Authority has implemented the following Streamlining processes.

STREAMLINED DETERMINATION OF FIXED INCOME

At move-in and at least every three years, Wallingford Housing Authority staff will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, Wallingford Housing Authority will apply any published/documented COLA or Fixed Percentage Increase to the previous year's fixed income amount. For January – April certifications. Once the SS COLA is announced, the SS COLA will be applied for any certifications, for the award year, that were not complete on the date of the announcement.

STREAMLINED VERIFICATION OF ASSETS

(Asset Threshold = $51,600 in 2025 But Subject to Annual Adjustment by HUD).

At move-in and at least every three years, Wallingford Housing Authority will verify the cash value of assets that are not specifically excluded and will verify the income from those assets when possible. In Year 2 and in Year 3, WHA will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, the Wallingford Housing Authority will accept the families notarized or witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.

The Wallingford Housing Authority will not accept Self-certification of Assets at move-in.

ASSET LIMITATIONS

Pursuant to notice PIH 2023-27 HOTMA edits the Wallingford Housing Authority will not be adopting an asset limitation. WHA has chosen to utilize a total non-enforcement of the asset limitation.

At annual and interim reexamination, PHAs/MFH Owners may choose not to enforce the asset limitation, if they establish a written non-enforcement policy. PHAs/MFH Owners may establish a total non-enforcement policy for all families at reexaminations, which would mean that they will not initiate termination or eviction proceedings for a family for non-compliance with the asset limitation.

Where the PHA/MFH Owner exercises this discretion to allow families who would otherwise fail to comply with the asset limitation to continue renting their units, the families will continue to receive assistance. If they adopt a total non-enforcement policy, PHAs/MFH Owners must apply the non-enforcement policy the same for all families within a program (e.g., if adopted in a PHA's Admissions and Continued Occupancy Policy, it must apply to all Public Housing families). Any non-enforcement policy must be included in the PHA's Administrative Plan or ACOP or a MFH Owner's Tenant Selection Plan.

Note: PHAs/MFH Owners who adopt a total non-enforcement policy are still required to calculate net family assets in the manner required by § 5.603, as part of the process of calculating annual income in accordance with § 5.609. In the course of calculating net family assets, PHAs/MFH Owners thus still need to determine whether the family owns real property that must be included in net family assets. However, if they adopt a total non-enforcement policy, they are not required to obtain and verify additional information about owned real property strictly to determine whether it qualifies for an exemption under § 5.618 (e.g. whether owned real property is suitable for occupancy). For example, if a PHA/MFH Owner finds a family owns real property, that real property would need to be included in the calculation of net family assets unless it is specifically excluded by § 5.603, but the PHA/MFH Owner would not need to inquire whether it was suitable for occupancy.

Streamlined Certification for Fixed Income Families

When 90% or more of the total annual income is derived from a fixed income source (e.g., Social Security, Pension, Annuity), at move-in and at least every three years, WHA will verify the cash value of assets that are not specifically excluded, any fixed income amounts and the amount of any income that is not fixed. In Year 2 and in Year 3, the Wallingford Housing Authority will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. The Wallingford Housing Authority will also accept self-certification of amounts that are not fixed, or the Wallingford Housing Authority will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.

Streamlined Verification of Assets and Streamlined Certification will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing & Urban Development.

DETERMINATION OF ADJUSTED INCOME

When determining Adjusted Income, the Wallingford Housing Authority will use HUD methods to determine Annual Income for the entire family. After Annual Income is determined, the Wallingford Housing Authority will apply the following deductions as applicable:

- The Elderly/Disabled Family Deduction;
- The Dependent Deduction;
- The Childcare Deduction;
- The Health & Medical Expense Deduction (Medical Expenses in excess of 10% of Annual Income);
- The Attendant Care & Auxiliary Apparatus Deduction.

Elderly/Disabled Family Deduction

For each family where the HOH, co-HOH or spouse is 62 or older or is disabled, HUD provides an annual family allowance. With the implementation of HOTMA, the Elderly/Disabled Family Deduction is $525. This amount may be adjusted by HUD annually.

The Dependent Deduction

A family receives a Dependent Deduction *($480 subject to annual adjustment by HUD)* for each family member who is:

1. Under 18 years of age;
2. A person with disabilities; or
3. A full-time student of any age.

It is not necessary for a member of the family to have legal custody of a dependent in order to receive the Dependent Deduction.

When more than one family shares custody of a child and both live in assisted housing, only one family at a time can claim the Dependent Deduction for that child.

Some family members may never qualify as dependents regardless of age, disability, or student status.

- The HOH, co-HOH/spouse may never qualify as a dependent.
- A foster child, foster adult, an unborn child, a child who has not yet joined the family or a Live-in Aide may never be counted as a dependent.

The Childcare Deduction

Anticipated expenses for the care of children under age 13 (including Foster Children) may be deducted from Annual Income if all of the following are true:

1. The care is necessary to enable a family member to work, seek employment, or further his/her education (academic or vocational).

2. The family has determined there is no adult family member capable of providing care during the hours care is needed.
3. The expenses are not paid to a family member living in the unit.
4. The amount deducted reflects reasonable charges for child care.
5. The expense is not reimbursed by an agency or individual outside the family.
6. Child care expenses incurred to permit a family member to work must not exceed the amount earned by the family member made available to work during the hours for which child care is paid.

CHILDCARE HARDSHIP EXEMPTION

Implementation of any Childcare Hardship Exemption Policy will not be in effect until the Wallingford Housing Authority implements new site software to comply with changing HUD requirements.

A family may request a Childcare Hardship Exemption to continue the Childcare Deduction if:

1. The current Assistant Payment calculation includes a Childcare Deduction;
2. The family is no longer qualified for the Childcare Deduction because no member is working, seeking employment or furthering his or her education; **and**
3. The Childcare Deduction is still necessary.

The Wallingford Housing Authority will consider a request for a Childcare Hardship Exemption if:

1. The family requests a Childcare Hardship Exemption; and
2. The family is receiving a Childcare Deduction on the current certification in effect at the time of the request; and
3. The family indicates that they will be able to pay rent if the exemption is granted; and
4. The net Cash Value of Assets for the entire family is less than the current Asset Threshold ($51,600 in 2025 but subject to annual adjustment by HUD); and
5. The family's total Annual Income is at or below the current Extremely-low Income Limit; and
6. The family participates in a review meeting; and
7. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
8. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the Wallingford Housing Authority does not grant the Childcare Hardship Exemption; and
9. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and
10. By implementing the Childcare Hardship Exemption, total Adjusted Income must be reduced by at least $32 per month (resulting in a $10 reduction to monthly rent);
11. The family has not provided Notice to Move; and
12. The family is considered a "resident in good standing" and the Wallingford Housing Authority has not indicated intent to terminate assistance and/or terminate tenancy (eviction); and
13. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the Wallingford Housing Authority.

If the Request for the Childcare Hardship Exemption is approved, the Wallingford Housing Authority will reduce Annual Income by the verified amount of Childcare.

The Childcare Hardship Exemption ends at the earliest of:

- Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;
- Such time the Wallingford Housing Authority determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;
- Assistance is terminated;
- The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the Wallingford Housing Authority.

The resident may request, and the Wallingford Housing Authority may extend, the Childcare Hardship Exemption, for increments of no more than 90 days, based on the parameters outlined in the Wallingford Housing Authority's Hardship Exemption Policy. There is no limit to the number of times the Hardship Exemption may be extended.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

THE HEALTH & MEDICAL EXPENSE DEDUCTION

The Health & Medical Expense Deduction is permitted only for families in which the HOH, spouse, or co-HOH is at least 62 years old or is a person with disabilities (elderly or disabled families).

If the family is eligible for a Health & Medical Expense Deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of non-elderly family members (adults or children) living in unit. The Health & Medical Expense Deduction is that portion of total unreimbursed medical expenses that exceed 10% of the family's Annual Income.

When determining the Health & Medical Expense Deduction *(name of the deduction has changed)* the Wallingford Housing Authority includes all out-of-pocket medical expenses the family anticipates to incur during the 12 months following the certification effective date.

THE ATTENDANT CARE & AUXILIARY APPARATUS EXPENSE DEDUCTION

Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and auxiliary apparatus for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.

The Attendant Care & Auxiliary Apparatus Expense Deduction is that portion of total unreimbursed expenses that exceed 10% of the family's Annual Income.

When determining the Attendant Care & Auxiliary Apparatus Expense Deduction *(name of the deduction has changed)* the Wallingford Housing Authority includes all out-of-pocket expenses the family anticipates to incur during the 12 months following the certification effective date.

HARDSHIP EXEMPTIONS – HEALTH & MEDICAL EXPENSE DEDUCTION AND THE ATTENDANT CARE & AUXILIARY APPARATUS DEDUCTION

HUD has provided two Hardship Exemptions related to the increase to the Health & Medical Expense Deduction (previously known as the Medical Expense Deduction) and the Attendant Care & Auxiliary Apparatus Deduction (previously known as the Disability Assistance Expense Deduction).

The two types of Hardship Exemptions related to the Health & Medical Expense Deduction and the Attendant Care and Auxiliary Apparatus Expense Deduction are:

1. The Phase-in Hardship Exemption (Relief); and
2. The Financial Hardship Exemption (General Relief).

The Phase-in Hardship Exemption

The Phase-in Exemption is available to those residents who were receiving HUD assistance (MFH or PIH) as of January 1, 2024 and who were receiving either the Medical Expense Deduction or the Disability Assistance Expense Deduction as part of the Assistance Payment calculation as of that date. In these cases, HUD allows Wallingford Housing Authority to "phase in" the Deduction Decrease:

- The deduction will be the amount that is over 5% of Annual Income for the first 12 months of Phase-in.
- The deduction will be the amount that is over 7.5% of Annual Income for the second 12 months of Phase-in.
- After the first 24 months, the deduction will be the amount that is over 10% of Annual Income.

If assistance is terminated (not suspended), the Phase-in Exemption ends.

If, in Year 2, the family requests and is granted a Financial Hardship Exemption, Phase-in ends and cannot be reinstated.

The Wallingford Housing Authority will not allow the Phase-in Hardship Exemption to continue when an applicant moves into the property.

The Financial Hardship Exemption (General Relief)

A family may request a Financial Hardship Exemption to establish the Health & Medical Expense Deduction and/or the Attendant Care & Auxiliary Apparatus Expense Deduction to the amount that expenses exceed 5% of Annual Income instead of the standard of the amount that expenses exceed 10% of Annual Income.

The Wallingford Housing Authority will consider a request for a Financial Hardship Exemption if:

1. The family requests a Financial Hardship Exemption; and
2. The family indicates that they will be able to pay rent if the exemption is granted; and
3. The net Cash Value of Assets for the entire family is less than the current Asset Threshold ($51,600 in 2025 but subject to annual adjustment by HUD); and
4. The family's total Annual Income is at or below the current Extremely-low Income Limit;
5. The family participates in a review meeting; and
6. No member of the family is required to return an improper payment to HUD because the resident failed to fully and accurately disclose income or other required information; and
7. The family provides required information and signatures within ten (10) business days including the information required to verify that the resident would not be able to pay rent if the Wallingford Housing Authority does not grant the Financial Hardship Exemption; and
8. The change is reviewed and when considering Annual Income and all deductions and medical expenses, the result would be a TTP that exceeds 25% of the family's remaining income; and
9. By implementing the Childcare Hardship Exemption, total Adjusted Income must be reduced by at least $32 per month (resulting in a $10 reduction to monthly rent); and
10. The family has not provided Notice to Move; and
11. The family is a considered a "resident in good standing" and the Wallingford Housing Authority has not indicated intent to terminate assistance and/or terminate tenancy (eviction);
12. The family agrees to participate and participates in a review meeting at least every 90 days or upon request by the Wallingford Housing Authority.

If the Request for the Financial Hardship Exemption (General Relief) is approved, the Wallingford Housing Authority will reduce Annual Income by the verified amount of qualified expenses that exceed 5% of the family's Annual Income instead of reducing Annual Income by the verified amount of qualified expenses that exceed 10% of the family's Annual Income.

The Financial Hardship Exemption ends at the earliest of:

- **Ninety (90) calendar days from the Effective Date of the Certification implementing the exemption;**
- **Such time the Wallingford Housing Authority determines the need for the Financial Hardship Exemption no longer exists and the family is able to pay their rent without the Financial Hardship Exemption;**
- **Assistance is terminated;**
- **The resident fails to meet with property staff or provide information/signatures, as required, at least every 90 days or upon request from the Wallingford Housing Authority.**

The resident may request, and the Wallingford Housing Authority may extend, the Financial Hardship Exemption (General Relief), for increments of no more than 90 days, based on the parameters outlined in the Wallingford Housing Authority's Hardship Exemption Policy. There is no limit to the number of times the Hardship Exemption may be extended.

Please see the property Hardship Exemption Policy for a more detailed explanation. To request a Hardship Exemption please contact the property staff for a Hardship Exemption Request.

Requesting a Hardship Exemption Related to Deductions

When changes to deductions result in a family's inability to pay rent, the Wallingford Housing Authority may consider granting a Hardship Exemption.

If you would like more information explaining the Wallingford Housing Authority's Hardship Exemption Policy or if you would like to request a Hardship Exemption, please contact the property management staff or access the Hardship Exemption Policy through the resident portal.

RENT CALCULATION

The Total Tenant Payment (TTP) will be calculated in compliance with HUD rules. This means that the family will pay the greater of:

- 10% of Monthly Income;
- 30% of Monthly Adjusted Income; or
- Welfare rent (welfare recipients in as-paid localities only); or

In some cases, HUD may provide a Utility Allowance as well. Utility Allowances are deducted from the Total Tenant Payment to determine the Tenant Rent paid each month.

There is no rent cap and the rent a resident pays may exceed operating rent for the unit.

Errors Caused by a Member of the Resident Family

Any reference to errors in this section includes De Minimis Error safe harbor exceptions as defined in 24 CFR § 5.657.

If an owner suspects that a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, the owner must investigate and document the resident file.

If the resident family meets with the owner to discuss the error, and the owner is convinced the submissions were correct, the owner will document the file accordingly and close the investigation.

If, after meeting with the resident family, the owner determines that the provision of inaccurate information was an unintentional program violation, the owner will correct the rent calculation, if applicable, and provide the resident with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payment, in compliance with the HUD lease.

If the resident is unable to repay the full amount, the owner and tenant may enter into a repayment agreement.

1. **If the family did not qualify for assistance at MI/IC or if, after the income adjustment, the family no longer qualifies for HUD's McKenna Court LLC housing assistance program, the Wallingford Housing Authority must terminate tenancy (evict).**
2. **The Wallingford Housing Authority may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.**
3. **The Wallingford Housing Authority may terminate tenancy if the resident refuses to enter into Repayment Agreement if such an option is offered.**
4. **If necessary, civil action may be filed to recover the funds.**

If the owner determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, the owner will pursue the incident as fraud.

If any adult member of the family fails to meet with the Wallingford Housing Authority as requested, the WHA will initiate termination of tenancy (eviction) in compliance with HUD's guidance.

MISREPRESENTATION

Any information provided by an applicant that proves to be untrue may be used to disqualify the applicant family because of misrepresentation or attempted fraud.

The Wallingford Housing Authority will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until the Wallingford Housing Authority has independently investigated the information. The Wallingford Housing Authority considers false information about the following to be grounds for rejecting an applicant family:

- Identity;
- Social Security Numbers/Information;
- Income/Assets/Income from Assets;
- Household Composition;
- Disability;
- Birth Date/Age;
- Citizenship, Naturalization, And/or Eligible Immigration Status;
- Eviction History;
- Criminal History;
- Sexual Offender Status;
- Eligibility for Preferences and Priorities;
- Allowances;
- Current/Previous Residence History;
- Current Housing Assistance;
- Status as A Student;

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicant families.

ERRORS CAUSED BY THE WALLINGFORD HOUSING AUTHORITY, A SERVICE BUREAU OR WALLINGFORD HOUSING AUTHORITY SOFTWARE

Note: Any reference to errors in this section includes De Minimis Error safe harbor exceptions as defined in 24 CFR § 5.657.

If the Wallingford Housing Authority determines that an error was made and the family's income was over-reported, the owner must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, the owner must determine the difference between the amount of rent paid and the rent that should have been paid.

- **The Wallingford Housing Authority will request a meeting to discuss the error;**
- **The Wallingford Housing Authority will prepare corrections or new certifications that must be signed by all adult members;**
- **The Wallingford Housing Authority will provide the family with written notification, which includes:**
    - **A notice of the change in rent, effective retroactively to when the error occurred;**
    - **The new monthly rent the tenant is required to pay;**
    - **The amount of the overpayment of rent due; and**
    - **A form used by the family choosing whether to:**
        - **Receive a full refund; or**
        - **Apply the overpayment to future monthly rent payments.**

Please note that any credit will be applied to any outstanding rent payment before calculating the amount due to the resident family.

If the determination of income should have resulted in a higher Annual Adjusted Income, the Wallingford Housing Authority will correct certifications or create new certifications as required. Families will not be required to repay the Wallingford Housing Authority in instances where WHA has miscalculated income resulting in a family being undercharged for rent. The residents will not be required to pay a higher Tenant Rent until a 45-Day Notice of Rent Increase has been issued. The new Tenant Rent will be effective the first of the month after the 45 days.

APPLICANT SCREENING CRITERIA

Screening is performed in a manner that is reasonable, consistent, and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and unit, and allow all residents to peacefully enjoy their homes.

Anyone who wishes to live on the property must be screened prior to moving in. This includes, but is not limited to, Live-in Aides, security/police officers or additional household members wishing to move-in after the initial move-in. *Certain exceptions apply to children/minors.* The current screening guidelines in place at the time the new household member applies will be used to determine eligibility for admission.

Screening For Drug Abuse and Other Criminal Activity

HUD has established standards that prohibit admission of:

1. Any applicant family in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
2. An applicant family in which any member is currently engaged in illegal use of drugs or for which the Wallingford Housing Authority has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents (The Wallingford Housing Authority has implemented a policy to address the term "currently engaged." Current will be indicated and investigated if there is a record of arrest or conviction within the last two (2) years.)
3. Any applicant family member, if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards are based on behavior, not the condition of alcoholism or alcohol abuse.
4. Any applicant family that includes household member who is subject to any state lifetime sex offender registration requirement (household member may be removed).

In addition to HUD requirements, the Wallingford Housing Authority has established a policy to reject all applicant families when any member of the applicant family has engaged in criminal activity as described in this document.

The Wallingford Housing Authority will reject Pre-Applications or Applications if any household member's criminal history includes one or more of the following:

1. Criminal activities resulting in felony conviction involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of an illegal or controlled substance. Applicant families that include members with this type of criminal history will be automatically denied. The Wallingford Housing Authority will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than ten (10) years before the date of application and when no additional criminal activity is indicated.
2. Criminal activities resulting in other felony convictions if the conviction or exit from incarceration occurred no less than five (5) years before the date of application. The Wallingford Housing Authority will consider extenuating circumstances when no additional criminal activity is indicated.
3. A record of three or more separate instances where the applicant is involved in criminal activities resulting in felony conviction.
4. Criminal activities resulting in misdemeanor convictions involving violence, potential violence, destruction of property, human trafficking, terrorist activities, weapons charges or the illegal distribution or manufacture of a controlled substance within three (3) years of conviction or exit from incarceration, whichever is later. The Wallingford Housing Authority will meet with the applicant and the applicant's family and will consider extenuating circumstances if the conviction or exit from incarceration (whichever is later) occurred no less than three (3) years before the date of application and when no additional criminal activity is indicated.

5. Criminal activities resulting in other misdemeanor convictions within three (3) years of conviction or exit from incarceration, whichever is later. The Wallingford Housing Authority will consider extenuating circumstances when no additional criminal activity is indicated.
6. A record of three (3) or more separate instances where the applicant is involved in criminal activities resulting in misdemeanor convictions where the last conviction or exit from incarceration is within five (5) years.
7. United States Code Title 8, subsection 1324(a)(1)(A) prohibits the harboring of illegal aliens. The provision of housing to illegal aliens is a fundamental component of harboring. Residents may be required to provide proof of citizenship or legal immigration status.
8. Any member of the applicant family is currently subject to registration under a state sex offender registration program. If the Wallingford Housing Authority determines that a registered sex offender is part of the applicant family, the WHA will allow the applicant family to remove the sex offender from the application. Removal must be documented using a signed, notarized copy of the owner's form. The applicant family will have ten (10) business days to provide verification that the household member has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in the rejection of the applicant family. In this case, the Wallingford Housing Authority reserves the right to monitor household composition after move-in. If the Wallingford Housing Authority discovers that a sex offender has moved into the unit, assistance will be terminated, and the household will be evicted in accordance with HUD requirements. Any assistance paid-in-error must be returned to HUD.

If the Wallingford Housing Authority is unable to complete required criminal or sexual offender screening due to the applicant's failure to provide required information or release forms, the applicant family will be rejected.

If a resident or applicant has requested VAWA protections and such protections have been justified based on Wallingford Housing Authority investigation, the alleged abuser/perpetrator will not be approved to live on the property.

Consideration of Extenuating Circumstances

In deciding whether to exercise discretion to admit an individual or applicant family that has engaged in prohibited criminal activity, the Wallingford Housing Authority will, upon request, consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that denial of the entire applicant family would have on family members not involved in the criminal activity; and the extent to which the applicant has taken all reasonable steps to prevent or mitigate the criminal activity.

Additionally, when specifically considering whether to deny admission for illegal drug use by a household member who is no longer engaged in such activity, the Wallingford Housing Authority will, upon request, consider whether the household member is participating in or has successfully completed a drug rehabilitation program, or has otherwise been rehabilitated successfully.

Criminal Screening Discoveries

If the criminal background investigation results indicate that the applicant does not meet the criminal screening criteria, the Wallingford Housing Authority will reject the applicant in accordance with HUD guidance and the Wallingford Housing Authority's standards for applicant rejection.

Before rejecting the applicant family, the Wallingford Housing Authority will compare the information provided by the applicant with the criminal history report. If the information conflicts, the Wallingford Housing Authority will:

- Notify the applicant family of the proposed action based on the information;
- Provide the content of the criminal record and information about how to obtain a copy of the information;
- Provide the applicant with an opportunity to dispute the accuracy and relevance of the information obtained from any law enforcement agency;
- Allow the applicant family the opportunity to remove the household member.

In this situation, applicants will have ten (10) business days to contact the Wallingford Housing Authority and provide evidence to refute the criminal discovery. If the applicant fails to contact the Wallingford Housing

Authority or indicates that he/she cannot provide documentation to refute the criminal discovery, the Wallingford Housing Authority will reject application and remove the applicant family from the waiting list.

If, after move-in, the Wallingford Housing Authority discovers that there was criminal history that would have resulted in rejection, the Wallingford Housing Authority will contact the resident to ascertain the accuracy of the criminal report. If the resident would have been rejected, had the information been known at the time of the eligibility determination, the Wallingford Housing Authority will take appropriate action including notifying HUD's Office of the Inspector General of potential fraud and pursuing termination of tenancy (eviction).

Screening Credit History

The Wallingford Housing Authority reviews each adult applicant's credit history for the last three years.

The Wallingford Housing Authority does not consider medical bills/expenses when reviewing credit history.

The Wallingford Housing Authority does not consider student loans and/or expenses when reviewing credit history.

Bankruptcy: The Wallingford Housing Authority will reject any applicant family that includes a member with a discharged bankruptcy (Chapter 7 or Chapter 13) within the last three (3) years. The Wallingford Housing Authority will consider the applicant if the bankruptcy was dismissed, and other credit information is "positive."

Credit history will be reviewed to determine if there is any debt owed to a prior landlord or HUD. Any applicant family that includes a member owing prior landlords or HUD will be rejected unless:

- Such debt has been paid; or
- Applicant has entered into a repayment agreement and can demonstrate that payments toward the principal amount(s) have been on time for the most recent six (6) months.

If no credit history is available for any adult applicant, the Wallingford Housing Authority will accept a single reference from a person who is not related to the applicant who is a licensed business owner, accredited professional or an employee of an accredited education facility. No additional inquiry will be made.

Screening Rental History

If any member of the applicant family has been evicted from any property owned or managed by Wallingford Housing Authority for lease violations, that applicant family will be rejected.

The Wallingford Housing Authority will review rental history with any landlord indicated in the past three (3) years. The WHA will also review information provided through automated databases including eviction databases. If any member of the applicant family has been evicted from any property, for lease violations, within the last three (3) years, the applicant family will be rejected.

If an applicant fails to identify one or more residences where he/she lived in the last three (3) years, the applicant family will be rejected and the applicant family will be removed from the waiting list.

The Wallingford Housing Authority will contact the prior property Wallingford Housing Authority (as indicated above) and make inquiries related to the applicant's rental history including, but not limited to:

- Adherence to the lease & community policies;
- Compliance with certification reporting requirements;
- Rental payment performance;
- Compliance with requirements to fully and accurately disclose income information in a timely manner;
- Requirement to return assistance paid in error due to under-reporting income or un-reported income;
- Unit maintenance/damage;
- Presence of bed bugs, head lice, roaches or other parasitic infestation;
- Record of disturbing neighbors;

- Complaints.

If information obtained is negative the applicant family will be rejected. Negative responses include, but are not limited to:

- Failure to comply with the lease;
- Failure to comply with House Rules, Pet & Assistance Animal Rules;
- Failure to fully and accurately report income, new employment or changes in household composition in a timely manner;
- Providing false information;
- Attempting to receive or receiving HUD assistance in multiple units/homes;
- Slow or no response to requests to recertify;
- Poor rental payment history (average more than two (2) late payments per year, record of bounced checks, any outstanding balance);
- Record of poor unit maintenance or damage to the unit beyond normal wear-and-tear;
- Presence of parasitic infestation unless all members of the applicant family agree to have all unit contents treated before move-in *(Wallingford Housing Authority will arrange for and pay for treatment);*
- Complaints from neighbors regarding actions that directly affect the peace and quiet comfort of others living in the community;
- Record of actions that interfered with or prevented the previous landlord from effectively managing the property;
- A current outstanding balance owed by any household member to a prior landlord;
- A current outstanding balance owed by any household member to HUD to return assistance paid in error;
- Refusal to execute or pay repayment agreements to return improper payments to HUD.

If the prior landlord will not or cannot provide information about an applicant's landlord history, the Wallingford Housing Authority will consider such history positive unless there is other evidence supporting a negative rental performance.

If an applicant has no landlord history, the landlord screening will be considered "positive."

SCREENING FOR RECEIPT OF HUD ASSISTANCE IN ANOTHER UNIT – THE EIV EXISTING TENANT SEARCH

All applicants **MUST** disclose if they are currently receiving HUD housing assistance. The Wallingford Housing Authority will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit on this property. HUD provides the Wallingford Housing Authority with information about an applicant's current status as a HUD housing assistance recipient.

The Wallingford Housing Authority will use the **EIV Existing Tenant Search** provided via HUD's Enterprise Income Verification System (EIV) to determine if the applicant or any member of the applicant family is currently receiving HUD housing assistance. This includes minors and Live-in Aides.

Note: The Wallingford Housing Authority cannot review the Existing Tenant Search for applicants who are exempt from the Social Security Number disclosure requirements.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, each member of the applicant must complete move out from the current property and/or forfeit any voucher before HUD assistance on this property will begin. Special consideration applies to minor children where two assisted families share custody.

If an applicant fails to fully and accurately disclose rental history, the Pre-Application or Application may be denied based on the applicant's "misrepresentation" of information and the applicant family will be removed from the waiting list. This information will be reviewed periodically after move-in.

If any household member receives or attempts to receive HUD housing assistance while receiving HUD housing assistance on this property, the household member will be required to return improper payments to HUD. This is considered a material lease violation and may result in penalties up to and including eviction and pursuit of fraud.

REJECTING INELIGIBLE OR UNQUALIFIED APPLICANTS

The Wallingford Housing Authority reserves the right to reject applicants for admission based on any of the following:

- No unit of the appropriate size exists on the property;
- The applicant family fails to meet the HUD indicated eligibility requirements for the assistance program/property;
- Any non-exempt member of the applicant family fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN);
- Any member of the applicant family fails to meet the applicant screening requirements;
- Any member of the applicant family fails to sign appropriate verification documents;
- Misrepresentation;
- Fraud;
- Any member of the applicant family fails to respond to management inquiries for additional information during the Pre-Application or Application process;
- The Wallingford Housing Authority is unable to contact the applicant family via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed);
- Any member of the applicant family has a record of eviction, for lease violations, from any property managed by WALLINGFORD HOUSING AUTHORITY;
- Any member of the applicant family has a record of eviction, for lease violations, from any property within the last three years;
- Any member of the applicant family has a record of outstanding or overdue payments to a previous landlord;
- Any member of the applicant family has a record of outstanding or overdue payments to HUD;
- Any member of the applicant family has a record of outstanding or overdue payments to utility providers;
- Any member of the applicant family refused to allow treatment of unit contents, at the cost of the Wallingford Housing Authority, when there is history of the presence of bed bugs, fleas, or other parasites;
- The applicant family is unable to establish utilities in the new unit;
- The applicant family is unable to pay the Security Deposit required;
- The applicant family is unable to take possession of the unit within 30 days;
- The applicant family is unable to pay the first month’s rent (prorated if appropriate);
- The applicant family refuses two or more unit offers.

REJECTION NOTICES

The Wallingford Housing Authority will promptly notify the applicant family (Head-of-Household) of the denial of admission or assistance. A rejection will be sent to the Head-of-Household (HOH) via First Class Mail. The rejection letter will include the reason(s) for the rejection. It is up to the HOH to communicate with other adult family members. Any adult applicant may request an electronic or paper copy of the rejection letter.

Any applicant may request an electronic or paper copy of the rejection letter.

APPEALING THE DECISION TO REJECT

Any applicant may make a request to appeal the rejection within **fourteen (14) calendar days from the date of the rejection**. The appeal may be made in writing, or via email. If the applicant appeals the rejection via email, the email must not contain any personally identifiable information such as a date of birth, Social Security Number, etc.

The Wallingford Housing Authority will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. Such requests are to be submitted to the property management office.

If there is no appeal request **within fourteen (14) days**, the rejection will be considered final. Reasons to appeal include:

- Applicant believes the decision has been made in error;
- Applicant believes there are extenuating circumstances that should be considered;
- Any member of the applicant family is a survivor/target of abuse covered by the Violence Against Women Act and the applicant feels that status as a survivor/target of a VAWA crime contributes to the decision to deny;
- Any member of the applicant family is a person with a disability, and you believe a reasonable accommodation would allow us to continue processing the Pre-Application or Application;
- The applicant family was rejected because a member is someone who did not "pass" criminal screening or is a registered sex offender and the applicant family wishes to remove that household member.

Any staff person engaged in the initial review will not be involved in the appeal. Applicants may include a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to:

- Assist in facilitating your request for appeal.
- To assist in your participation during the appeal meeting.

The Wallingford Housing Authority will provide notification of a final decision within five (5) business days of the meeting.

OFFERING AN APARTMENT

When a unit becomes available and eligibility is determined, available units will be offered using one or more of the following methods:

- In writing;
- Over the phone;
- By email;

If the Wallingford Housing Authority is unable to contact the household (Head-of-Household (HOH) within five (5) business days from the date of the letter, the offer will be cancelled, and the apartment will be offered to the next applicant family based on the selection criteria described in this plan.

Failure to respond to the Wallingford Housing Authority will be considered a refusal of the unit offer. (See Right to Refusal policies.)

Once the unit is offered the applicant will have two (2) business days to accept or decline. Failure to respond to the WHA will be considered a refusal of the unit offer.

OFFERING ACCESSIBLE UNITS

Units that have been made accessible in accordance with the Universal Federal Accessibility Standards or the Americans with Disabilities Act Accessibility Guidelines will be offered to applicant families with disabled members first. In some cases, the Wallingford Housing Authority may implement marketing effort to ensure that disabled families occupy accessible units.

Units with communication accessible features will be offered to households with a verified need for communication accessible units first. Units with mobility accessible features will be offered to households with a verified need for mobility accessible units first.

After move-in, if the member(s) of the household who required the special features of the accessible unit no longer resides in the unit, and where the lease permits, the owner will require the remaining members of the household to move to a unit without accessibility features when such a unit of the appropriate size becomes available.

If there is no applicant or resident on the waiting list that has requested an accessible unit, the unit will then be offered to the next household based on the selection order.

Before the applicant family can accept that accessible unit, all adult members of the applicant family must sign an agreement that includes a requirement to move, at the household's expense, to the first available non-accessible unit that meets the household's occupancy requirements as described in this plan. The resident household will not be required to move if:

1. No unit that meets the household's occupancy requirements is available;
2. There is no applicant family on the waiting list requesting an accessible unit.

In either of the cases above, the household will have a maximum of thirty (30) calendar days to complete the move. If the applicant family fails to move in thirty (30) calendar days, assistance will be terminated. This rule, in no way, affects the single residence criteria. The household can only accept assistance in one unit on any given day.

Offering Units to Applicant Families Requesting Accessibility Features

The Wallingford Housing Authority will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.

The household will be given the opportunity to benefit from the program and decide, in compliance with the Fair Housing Act and Section 504, whether a unit meets the needs of the disabled family member. The household may accept the unit and request some modification to the unit as a reasonable accommodation. See Appendix A for information about requesting a reasonable modification.

Offering Units to Applicant Families or Residents with Preferences

Applicants/residents with preferences are selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference.

Right to Refusal

The Right to Refusal Policy applies to applicant families and existing residents who have submitted a Unit Transfer Request. Residents requesting unit transfer and applicants will be offered available units based on the information included in this Resident Selection Plan.

Each household will be offered the opportunity to accept an offered apartment two (2) times. If a resident/applicant family does not wish to accept an offered apartment, they have the right to refuse the offer.

Residents/applicant families must notify the Wallingford Housing Authority of their intent to refuse the unit offer by using one or more of the following methods:

- In writing (delivered by fax, mail or other means);
- By email;
- Over the phone;

Note: If the refusal is made over the phone, contact must be made with a member of the management staff. Leaving a message is not adequate.

The first time an applicant family or resident refuses a unit, the unit will be offered to the next qualified household based on the selection order described above. The applicant family or resident will retain the same place on the waiting list. The second time an applicant family or resident refuses an offered unit, the household will be moved to the bottom of the waiting list.

Right to refusal policies will be modified in four cases:

1. If an applicant family requesting an accessible unit or a resident requesting an accessible unit is at the top of the waiting list, they will be offered units as they become available regardless of whether they include accessible features. A disabled family has the right to refuse an unlimited number of non-accessible units or units that do not meet specific accessibility requirements. Note: *Certain restrictions apply to non-elderly disabled families when HUD's program eligibility for the 202/8 program requires the need for an accessible unit.*
2. If an applicant family or resident household with no disabled members is at the top of the waiting list, and there are no disabled families on the waiting list, that household may be offered an accessible unit. An applicant family with no disabled family members has the right to refuse an unlimited number of accessible units or units that do not meet their needs.
3. Any applicant family may reject an available unit on a property set aside for the elderly and/or disabled if this unit is close to another unit with an animal. This action will not negatively affect the household's Pre-Application or Application for occupancy or position on the waiting list to be eligible for the next available unit. The Wallingford Housing Authority is not obligated at the time the applicant family rejects a unit to provide an alternate unit.
4. An applicant or resident qualifies for a VAWA Emergency Transfer and the person who is a survivor/target of a VAWA crime or the person who is affiliated with the person who is a survivor/target of a VAWA crime does not consider the unit "safe."

Timeframe for Taking Possession of a Unit

The applicant family must agree to take possession of a unit in no more than thirty (30) calendar days after accepting a unit offer unless the Wallingford Housing Authority provides exception to this policy.

If the applicant family does not complete appropriate paperwork and does not take possession of the unit within thirty (30) days from accepting the offer, the applicant family will be subsequently rejected and removed from the waiting list. (Extenuating circumstances related to verified medical situations will be considered.)

The Wallingford Housing Authority reserves the right to refuse subsequent applications. The unit will be offered to the next eligible applicant family/resident.

INTERIM RECERTIFICATION - REPORTING CHANGES BEFORE NEXT ANNUAL RECERTIFICATION (AR)

Resident family composition, income and expenses are reviewed at least Annually.

Residents are required to report changes, between Annual Recertification, based on requirements outlined in the HUD Model Lease and the House Rules. Changes that result in an income increase or removal of a member must be reported within 30 days. If removal of a family member results in a decrease of the family's Annual Adjusted Income, the Wallingford Housing Authority will submit an Interim Recertification reducing rent. The addition of a new resident (except minors) must be approved before the new member moves in to the unit. Failure to notify the Wallingford Housing Authority before a new member is added is a material lease violation and may result in termination of tenancy. Addition of new minors must be reported as quickly as possible, but not later than the date the next rent payment is due after the minor is added.

If the change reported results in a decrease to family income, the Wallingford Housing Authority will process an Interim Recertification (IR), adjusting rent, when that reduction results in a decrease of the family's Annual Adjusted Income of 10% or more.

Based on the rules below, the Wallingford Housing Authority will submit an Interim Recertification if the resident reports one or more changes resulting in a 10% increase to Annual Adjusted Income.

Earned Income increases will not be considered unless an Interim Recertification, reducing income, has been submitted since the last AR.

If the change is not related to earned income, and results in an increase of the family's Annual Adjusted Income of 10% or more, the Wallingford Housing Authority will complete an Interim Recertification adjusting rent. This is true unless the resident reports a change in a reasonable amount of time, in compliance with the Wallingford Housing Authority's policies, and the change is reported within 3 months of the next Annual Recertification Date.

If the reported change includes an increase to earned income, but an IR reducing income has not been completed since the last AR, the Wallingford Housing Authority will document the resident file and will only consider changes not related to earned income, when determining if the Annual Adjusted Income has increased by 10% or more. If an IR reducing income has been completed since the last AR, the Wallingford Housing Authority will complete an IR, including any increase to earned income, unless the change is reported within 3 months of the next Annual Recertification Date.

If all adult family members comply with reporting requirements, rent changes will be implemented as follows:

1. Rent increases. If the rent increases, the owner will give the tenant 45 days advance notice of the increase. The effective date of the increase will be the first of the month after the end of the 45-day period.
2. Rent decreases. If the rent will decrease, the change in rent is effective on the first day of the month after the date of action (e.g., first of the month after the date of loss of employment.) A 45-day notice is not required for rent decreases.

If all adult family members do not comply with the reporting requirements, and the owner discovers the tenant has failed to report changes as required, the owner will implement rent changes as follows:

1. Rent increases. Owners must implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
2. Rent decreases. Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification. The Wallingford Housing Authority will make rent decreases retroactive under certain circumstances. If extenuating circumstances exist (504, VAWA, LEP), the retroactive decrease is applied the later of :
   a. The first of the month following the date of the change that led to the decrease; or
   b. The first of the month following the effective date of the most recent full certification.

UNIT TRANSFER POLICIES

The Wallingford Housing Authority will accept requests for transfer based on the following:

1. There is a need for a unit transfer because of a change in household size and/or composition;
2. There is a need for a unit transfer based on the verified need for an accessible unit;
3. There is a verified need for a reasonable accommodation or a verified medical need for a different unit;
4. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living;
5. The resident has requested and qualifies for a VAWA Emergency Transfer

Existing residents must complete a Unit Transfer Request. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move. The Wallingford Housing Authority will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. Special consideration is given when the unit transfer is requested because:

- There is a verified need for a reasonable accommodation or a verified medical need for a different unit;
- There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list;
- The resident has requested and qualifies for a VAWA Emergency Transfer;
- There is a change in household size that makes the current unit too large or too small for the family based on the Wallingford Housing Authority's occupancy standards.

Except under specific circumstances, unit transfers will be granted only if:

- The household has not given notice to move;
- The resident is not being evicted;
- The resident is current for all outstanding charges;
- The resident has not entered into a repayment agreement for failing to fully and accurately report income or household composition;

- The resident has no record of more than one minor lease violation in the last 12 months;
- The resident has no record of any major lease violations;
- The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit.

A household living in an apartment too large for its needs will not be required to move if there are no applicant families waiting for the bedroom size to be vacated by the transfer.

An appropriately sized unit will be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer or face termination.

Security Deposits, Pet Deposits & Unit Transfers

When a resident transfers to a new unit with all other household members, the Wallingford Housing Authority will charge a new Security Deposit and refund the Security Deposit for the old unit less any outstanding amounts for rent, fees or damages. If damages to the unit exceed the Security Deposit amount, the resident must pay for any damage charges within twenty-one (21) days.

When a resident owns a pet, the original unit will be assessed for damages caused by the pet. The Pet Deposit will be reduced by charges for those damages and the resident will be required to obtain a Pet Deposit balance of $100.00 for the new unit. The resident will be allowed to pay the new Pet Deposit balance due in $10.00 monthly payments until the $100.00 Pet Deposit balance is reached.

If damages to the unit, caused by the pet, exceed the Pet Deposit amount, the resident must pay for any damage charges within twenty-one (21) days.

CHANGES IN HOUSEHOLD COMPOSITION

Adding Household Members after Initial Occupancy

The Wallingford Housing Authority must approve any new adult household member **before** he/she moves in to the unit.
Eligibility criteria, screening criteria and compliance with occupancy standards will be reviewed before the new household member is approved or denied.

The request to add a new household member will not be considered if the resident has provided notice to vacate the unit. This helps prevent applicants from “jumping” ahead on the waiting list.

Any new adult household member will be considered an applicant and must participate in the eligibility determination and screening processes described in the Resident Selection Plan in place at the time of the eligibility determination.

When a change in family composition is reported in McKenna Court LLC properties, adult children/grandchildren are not eligible to move into a unit after initial occupancy unless they are performing the functions of a Live-in Aide and are classified as a Live-in Aide for eligibility purposes.

The adult children are required to sign a release form relinquishing any future rights to the unit as a remaining member of the tenant family, as they qualify for occupancy only as long as the individual needing the supportive services is in occupancy.

The rent/assistance payment will be re-calculated to reflect any income or allowances for the new household member. If the rent increases, the increase will take effect the first of the month following delivery of a 45-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

This policy applies to Live-in Aides as well. Screening criteria will also be applied to Live-in Aides, **except for the criterion regarding credit performance or the ability to pay rent on time** because Live-in Aides are not responsible for rental payments.

However, live in aides must meet other screening criteria established by the Wallingford Housing Authority. Income and/or allowances received by Live-in Aides will not be considered.

Information about new household members who are minors must be provided to the Wallingford Housing Authority as quickly as possible but within no more than thirty (30) calendar days. This includes, as applicable, required eligibility information including Social Security Numbers, proof of citizenship or non-citizen eligibility and other pertinent information.

If the new household member is under the age of six, special consideration regarding Social Security Number disclosure and verification of Social Security Numbers is given. The household will be given ninety (90) calendar days to provide the Social Security Number and adequate documentation to verify the Social Security Number provided. In some cases, an additional ninety (90) days may be provided.

If the household fails to provide the required Social Security Number information within the allotted timeframe, the household's assistance will be terminated in accordance with HUD requirements.

Each dependent child that lives in the unit may be eligible for a Dependent Deduction that decreases the monthly Tenant Rent. The rent payment will be re-calculated to reflect any income or allowances for the new household member.

If the rent increases, the increase will take effect the first of the month following delivery of a 45-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Failure to notify the Wallingford Housing Authority about changes in household composition as described above may result in retroactive rent changes and/or termination of subsidy/tenancy for the entire household. Please contact the Wallingford Housing Authority or property staff if you have questions about this policy.

Removing Household Members after Initial Occupancy

Residents must notify the Wallingford Housing Authority if any household member listed on the lease or on HUD Form 50059 leaves the unit. This notification must occur as quickly as possible but within no more than thirty (30) calendar days.

Upon notice, the rent payment will be re-calculated to remove any income or allowances for the previous household member. If the rent increases, the increase will take effect the first of the month following delivery of a 45-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the removal of the household member.

Failure to provide notice to the Wallingford Housing Authority, within thirty (30) days, could result in rent increases retroactive to the first of the month after the household member left. Subsidy paid in error will be returned, as required, to the Department of Housing & Urban Development.

If the resident fails to notify the Wallingford Housing Authority of a change in household composition within thirty (30) calendar days, and that change would result in a rent decrease, the Wallingford Housing Authority will make the decrease effective the first of the month following the notice. No retroactive rent credits will be returned to the resident.

Failure to notify the Wallingford Housing Authority about changes in household composition may result in termination of subsidy and/or tenancy for the entire household. Please contact the Wallingford Housing Authority if you have questions about this policy.

a. The Authority must investigate and document the Tenant's statements or any conflicting information the Authority received. To investigate questionable information, the Authority may:
b. If the efforts outlined above lead the Authority to conclude that the Tenant supplied incorrect information, the Authority must document its findings in writing. The Tenant must then be notified in writing of the error, identifying what information is believed to be incorrect. In addition, the Tenant must be provided with an opportunity, within 10 calendar days, to meet with the Authority to discuss the allegations.
c. If the Tenant responds and convinces the Authority that the submissions were correct, the Authority should document the record accordingly. If the Authority determines that the Tenant is wrong, the Authority will adjust the Tenant's rent to reflect any corrected income, allowances and family composition and require the Tenant to make arrangements to pay the amounts that were previously underpaid because of the Tenant's submission on incorrect information.
d. This meeting with the Tenant and the Authority will be with a designated representative of the Authority who has not been involved in any manner with the review of the allegedly false information.

RENTERS INSURANCE

The Authority's insurance does not cover personal belongings of the Tenant. It is strongly recommended that all residents purchase and maintain a renter's insurance policy. Such policy protects the resident in the event that there is a fire, a robbery, a tornado, or if someone has injured one of the resident's possessions.

REGULAR (ANNUAL) REDERTMINATION OF RENTS FOR RESIDENTS

Each resident family shall be re-examined with respect to rent, eligibility and family composition on an annual basis. Each family will be notified, in writing, of any changes required in the rental amount for the unit they occupy. They will also be notified, in writing, of any misrepresentation of information or any lease violation revealed by the re-examination and the corrective action to be taken.

If a resident family does not comply with the recertification process in a timely manner any increase in rent will be applied retroactively without the need for a 45-day notice. If the amount of the rent is reduced it will not be implemented until the first day of the following month. If a resident family refuses to comply with the annual determination process they will be subject to eviction.

RECERTIFICATION IMPROPER INNACURATE INFORMATION FOR CERTIFICATION AND RECERTIFICATION OF TENANT RENT

When the Authority becomes aware that a tenant may have provided improper or inaccurate information during the processing of a Tenant's certification or recertification, the Authority shall do the following:

a. The Authority must investigate and document the Tenant's statements or any conflicting information the Authority received. To investigate questionable information, the Authority may:
- Confront the Tenant with the Tenant's information and any conflicting information.
- Obtain additional information from other persons or agencies; or
- Take other actions to verify either the Tenant's information or the conflicting information.

b. If the efforts outlined above lead the Authority to conclude that the Tenant supplied incorrect information, the Authority must document its findings in writing. The Tenant must then be notified in writing of the error, identifying what information is believed to be incorrect. In addition, the Tenant must be provided with an opportunity, within 10 calendar days, to meet with the Authority to discuss the allegations.

c. If the Tenant responds and convinces the Authority that the submissions were correct, the Authority should document the record accordingly. If the Authority determines that the Tenant is wrong, the Authority will adjust the Tenant's rent to reflect any corrected income, allowances and family composition and require the Tenant to make arrangements to pay the amounts that were previously underpaid because of the Tenant's submission on incorrect information.
d. This meeting with the Tenant and the Authority will be with a designated representative of the Authority who has not been involved in any manner with the review of the allegedly false information.

RESIDENTS WHO ARE IN A NURSING HOME

If a resident is placed into a nursing home, the resident must inform the Authority and make arrangements to secure the unit and provide a means for the Authority to contact the resident in the event of an emergency. The resident must continue to pay rent on the unit and failure to pay the rent may result in eviction. The Resident must keep the Resident Service Coordinator apprised of the likelihood of returning to the unit. If the Tenant cannot return to the unit, the Authority must be informed as soon as possible and the family is given 30 days to empty the unit of personal possessions.

APARTMENT INSPECTIONS

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include not only interior but also exterior inspections. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

The move-in inspection is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, the Wallingford Housing Authority and residents are assured that the unit is in livable condition and is free of damages. A move-in inspection gives the Wallingford Housing Authority an opportunity to familiarize residents with the operation of appliances and equipment in the unit.

The move-out inspection is conducted when a household vacates a unit. The Wallingford Housing Authority will list the damages on the Unit Inspection Form and compare it with the Unit Inspection Form completed at move-in to determine if there is any damage or excessive wear-and-tear.

In addition, the Wallingford Housing Authority will perform **unit inspections on at least an annual basis** to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear.

HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being well maintained. These inspections assure HUD that owners and their agents are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that residents are provided with decent, safe, and sanitary housing.

CHANGES TO THE RESIDENT SELECTION PLAN

Applicant families will be notified in writing when the Resident Selection Plan undergoes significant change or when preferences are added or removed. At that time, applicant families will be:

1. Given an opportunity to review the new plan;
2. Notified of changes to preferences;
3. Asked if they wish to remain on the waiting list.

If the applicant family does not respond, that household will be deemed ineligible, and removed from the waiting list. The current Resident Selection Plan, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application.

APPENDIX A – REQUEST FOR REASONABLE ACCOMMODATION OR MODIFICATION

The Wallingford Housing Authority is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests an accommodation or modification, the Wallingford Housing Authority will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, the Wallingford Housing Authority will offer an alternative solution that would not result in a financial or administrative burden.

The Wallingford Housing Authority informs all applicants/residents that, at any time, the applicant/resident or a person acting on behalf of the applicant/resident may make a request for reasonable accommodation or modification for an individual with a disability.

At the time of Pre-Application or Application, all applicants may review the Reasonable Accommodation Modification (RAM) Policy. The RAM Policy is also provided in an electronic or paper format upon the applicant's request.

All applicants/residents may request a Reasonable Accommodation/Modification (RAM) Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. A resident or applicant may submit the request in writing, electronically or orally, or use another equally effective means of communication to request an accommodation or modification.

Residents and applicants may contact the management office located within their property for information about requests.

The Wallingford Housing Authority will provide an initial reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the Wallingford Housing Authority explains the delay. Response may include but is not limited to:

1. Request Approval
2. Request Denial
3. Request for Additional Information or Verification of Need

The Wallingford Housing Authority will consent to or deny the request as quickly as possible. Unless the Wallingford Housing Authority explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format.

Exceptions to the thirty (30) day period for notification of the Wallingford Housing Authority's decision on the request will be provided to the resident, setting forth the reasons for the delay.

If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within ten (10) business days of the date of the notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

APPENDIX B – VERIFICATION OF HOUSEHOLD COMPOSITION

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIIP), the Wallingford Housing Authority will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

If an applicant family indicates that one or more members should be removed from the Pre-Application or Application, the Wallingford Housing Authority will accept such notification from the Head-of-Household (HOH) if it is provided on a notarized form provided by the owner agent. The following rules apply.

If the applicant family is being rejected because a member is registered as a sex offender in any state lifetime sex offender registry, the Wallingford Housing Authority will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease;
- Confirmation from local police;
- Confirmation from anyone who maintains sex offender registries including but not limited to:
    - Dru Sjodin Sex Offender Registry
    - Megan's List
    - State or Federal Sex Offender Registries
- New driver's license with new address.

Information will be confirmed for up to one year after move-in.

If it is discovered that the household allowed any registered sex offender to live in the unit, residents must understand that the family is not qualified to receive subsidy or live on the property. Any improper payments must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

One of the key requirements, at Pre-Application or Application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Resident: A resident is any person who is listed on the Pre-Application or Application, on any Family Summary submitted and, on the lease, who will reside in the unit.

Guest: A guest is a person who visits any resident and may stay overnight no more than thirty (30) consecutive nights in a one-year period and may stay overnight no more than ninety (90) non-consecutive nights in any one-year period without express consent of the Wallingford Housing Authority.

If the Wallingford Housing Authority suspects that a guest should actually be classified as a resident, the Wallingford Housing Authority will request a meeting with the Head-of-Household (HOH).

In accordance with HUD requirements, the resident will have ten (10) days to meet with the Wallingford Housing Authority. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

If the Wallingford Housing Authority suspects that a guest is actually living in the unit, the Wallingford Housing Authority will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- **Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address;**
- ***A current driver's license for the "guest" with an alternative address;**
- ***A current lease indicating an alternative residence;**

- ***A current utility bill in the person's name showing an alternative address;**
- ***A current insurance policy or other such invoice/bill showing an alternative address.**

**Current means issued/created within the last thirty (30) days.*

In addition, the resident(s), indicated on the lease must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

Live-in Aides: A Live-in Aide must meet HUD's definition of a Live-in Aide:

1. Is essential to the care and well-being of the resident
2. Is not dependent on the resident for support
3. Is only living in the unit to provide essential support

If a resident or applicant requests a Live-in Aide, the Wallingford Housing Authority is required to verify the need for a Live-in Aide using third-party verification.

Live-in Aides are required to complete the Live-in Aide Questionnaire. The information on the Live-in Aide questionnaire will be verified and the prospective Live-in Aide will be screened in accordance with the Resident Selection Plan in place at the time of review. The Live-in Aide will not be screened for the "ability to pay rent" since the Live-in Aide is not responsible for rent payment.

The Live-in Aide must be approved and must accept the House Rules and sign the HUD-approved Live-in Aide Addendum before move-in. The Wallingford Housing Authority must sign a revised 50059 before the Live-in Aide is allowed to move-in.

If a Live-in Aide moves in prior to screening and prior to signing required forms, the Wallingford Housing Authority will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the Live-in Aide, termination of assistance and/or termination of tenancy.

Children/Minors: At move-in, all non-exempt household members, including children, must have a Social Security Number and adequate documentation to verify the Social Security Number.

When children are later added to the household, the following will be required.
For children who are born, adopted or in foster care or in another legal custodial relationship with an existing household member, the Wallingford Housing Authority requires the following:

- Social Security Number and proof that the number is valid;
  - For children under the age of 6 years old - must be provided within ninety (90) days or Wallingford Housing Authority is required to terminate assistance or tenancy as required by HUD *(there is no termination of assistance for PRAC).*
  - An additional ninety (90) may be provided if extenuating circumstances exist.
- Proof of age/legal custodial arrangement;
  - Birth certificate indicating that a household member is a parent; or
  - Adoption paperwork indicating that a household member is a parent as appropriate; or
  - Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
  - Other documents proving legal custody arrangement as appropriate.

For children who are not part of a legal custody arrangement who will be living in the unit, the Wallingford Housing Authority requires:

- Social Security Number and proof that the number is valid;
  - For children under the age of 6 years old - must be provided within ninety (90) days or Wallingford Housing Authority is required to terminate assistance or tenancy as required by HUD *(there is no termination of assistance for PRAC).*
  - An additional ninety (90) may be provided if extenuating circumstances exist.

- Two forms of proof that the child resides with a member of the family;
  - Verification from a government organization indicating that the unit will be the primary residence for the minor (examples include but are not limited to school records, children's services agencies, foster programs, etc.);
  - Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor;
  - Verification from a social service organization indicating that the unit will be the primary residence of the minor (examples include but are not limited to homeless shelters, shelters for survivors of domestic violence, etc.);
  - A signed, notarized statement from an adult household member claiming guardianship of the minor child.

The Wallingford Housing Authority does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, the Wallingford Housing Authority will meet with the resident to discuss reasonable alternatives. The Wallingford Housing Authority will be the final judge of what is considered adequate documentation proving household composition/residency.

APPENDIX C – FAIR HOUSING & OTHER CIVIL RIGHTS PROTECTIONS

FAIR HOUSING

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

In addition, the state of Connecticut has added Fair Housing protections based on The Wallingford Housing Authority will operate its programs within the Fair Housing regulations under Section 8-37ee-1 through Section 8-37ee-17 and Section 8-37ee-300 through Section 8-37ee-314 of the Regulations of Connecticut State Agencies. This Authority shall not, except as statute allows, on account of age, ancestry, color, sex, race, creed, marital status, sexual orientation, national origin or religion, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation, or gender identity or expression.
• Deny to any family1 the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to its needs;
• Provide housing which is different from that provided others;
• Subject a person to segregation or disparate treatment;
• Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
Treat a person differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease;
• Deny a person access to the same level of services;
• Deny a family a reasonable accommodation/modification;
• Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
• Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons;
• Discriminate in the provision of brokerage services or in residential real estate transactions;
• Discriminate against someone because of that persons relation to or association with another individual; or
• Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.
The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all.
In making reasonable accommodations or modifications for otherwise a qualified person with disabilities, the Authority is not required to:
• Take any action that would result in a fundamental alteration in the nature of the program;
• Take any action that would result in an undue financial and administrative burden on the Authority.

The Authority office, community rooms, common laundry rooms, meeting rooms and all common areas must be accessible and available for use by residents with a full range of disabilities to the greatest extent possible. Information about fair housing and civil rights protections are included in Appendix B of this Resident Selection Plan.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Wallingford Housing Authority complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

SECTION 504 OF THE REHABILITATION ACT OF 1973

The Wallingford Housing Authority complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the Wallingford Housing Authority will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix A for additional information.

Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the Wallingford Housing Authority to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

The Wallingford Housing Authority will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. The Wallingford Housing Authority will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

The Equal Access Rule

The Wallingford Housing Authority ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with *The Equal Access Rule.*

The Sexual Harrassment in Fair Housing Initiative

Sexual harassment in housing includes demands for sex or sexual acts in order to buy, rent or continue renting a home. It also includes other unwelcome sexual conduct that makes it hard to keep living in or feel comfortable in your home. Applicants and residents are encouraged to contact the property management staff or the Wallingford Housing Authority if they feel that they have been subjected to sexual harassment by any landlord, property manager, maintenance staff or other people who have control over housing.

Protections Provided under the VAWA

Please see the Property VAWA Policy for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any "covered housing program" and who are the survivors of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. The Wallingford Housing Authority understands that, regardless of whether state or local laws protect survivors of VAWA crimes, people who have survived violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist survivors of VAWA crimes and protect survivors, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a survivors of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the survivor/target, or a person to whom the survivor/target stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the survivor/target); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

Other than what is described above, VAWA protections are not provided to guests, unauthorized residents or service providers (including Live-in Aides) hired by the resident.

VAWA ensures that survivors are not denied housing and housing assistance is not terminated solely because the person is a survivor/target of a VAWA crime.

Unless such requirements interfere with protections provided under the VAWA, being a survivor/target of a VAWA crime is not reason to change the screening requirements set forth in the Tenant Selection Plan.

For example: An Owner/Agent may waive the requirement to review landlord history for an applicant if the survivor/target has provided necessary documentation to certify their status as a survivor/target of a VAWA crime and if contacting a previous landlord would put the applicant's location at risk of exposure to the accused perpetrator/imminent danger.

Eligibility requirements for housing programs cannot be modified. Being a survivor/target of a VAWA crime does not automatically make a person eligible for housing assistance.

Being a survivor/target of a VAWA crime is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless being a survivor/target of a VAWA crime was the cause of the lease violation.

For example: The Wallingford Housing Authority may waive the requirement for a 30-day notice to vacate if the survivor/target has provided necessary documentation to certify their status as a survivor/target of a VAWA crime and the resident wishes to move to elude the accused perpetrator.

When applicable, the resident will be required to work with the Wallingford Housing Authority to reduce the likelihood of future lease violations.

The Wallingford Housing Authority will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact the Wallingford Housing Authority or the property staff immediately.

Confidentiality

The Wallingford Housing Authority is committed to ensuring that the Privacy Act is enforced in this and all other situations.

HUD Form 5380 ***Notice of Occupancy Rights under the Violence Against Women Act*** provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the survivor/target and all information provided to the Wallingford Housing Authority relating to the incident(s) of abuse covered under the VAWA will be retained in confidence.

Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

1. Requested or consented to by the survivor/target in writing for a limited period of time; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

The Wallingford Housing Authority will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA Request Form provided by the Wallingford Housing Authority;
- Submitted a request *(including email but not texting);*
- Make a personal (oral) request either in person or via phone/Facetime, etc.

Once a request is made, the Wallingford Housing Authority requires that the applicant certifies their status as a survivor/target of a VAWA crime or as a person affiliated with a survivor/target of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a survivor/target of a VAWA crime or as someone affiliated with a survivor/target of a VAWA crime.

Option 1:

When the Wallingford Housing Authority responds to a request to exercise protections provided under the VAWA, the Wallingford Housing Authority will request that an individual provide HUD Form 5382 *Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault* to certify status as a VAWA survivor/target or as a person affiliated with a VAWA survivor/target. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site.

The Wallingford Housing Authority understands that the delivery of the certification form to the applicant/resident via mail may place the survivor/target at risk, (e.g., the accused perpetrator may monitor the mail). The Wallingford Housing Authority will work with the applicant/resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit proof of this outreach in lieu of the certification form.

The Wallingford Housing Authority will accept a federal, state, tribal, territorial, or local police record or court record other official record documenting status as a survivor/target of a VAWA crime or a person affiliated with a survivor/target of a VAWA crime a defined in this policy.

Option 3:

Wallingford Housing Authority will also accept a document signed and attested to by a professional *(employee, agent or volunteer of a survivor/target service provider, an attorney, medical personnel, etc.)* from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the applicant/resident.

The signatory attests under penalty of perjury that he/she believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Based on HUD's instruction above, the statement must be signed, dated, and notarized or witnessed, and must include the following language:

Name of person seeking protections *has worked with me to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.*

Name of professional providing documentation *believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking*

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.

Signed and dated by person providing certification: ____

I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the Wallingford Housing Authority to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the VAWA because I am a survivor/target of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a survivor/target of a VAWA crime as defined in this document.

Signed and dated by person seeking VAWA protections:

____

The Wallingford Housing Authority can provide you with a form that can be used to fulfill this requirement.

Option 4: If the applicant/resident is currently living in a licensed shelter established to protect survivors of violence covered under the VAWA, the Wallingford Housing Authority will accept third-party verification *(from the shelter)* of such living arrangement in lieu of certification methods described above.

Option 5: If a person participates in the VAWA Interview and assists the manager in completing the VAWA Interview Questionnaire, additional certification is not required.

Option 6: If the person seeking VAWA protections cannot provide any of the documents described above, the person should contact the property management staff or the Wallingford Housing Authority to discuss acceptable alternatives. If the documents above cannot be provided, the Wallingford Housing Authority will be the final decision maker regarding acceptable alternatives.

The survivor/target is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the survivor/target does not know the name of his/her accused perpetrator.

The person seeking VAWA protections will have thirty (30) calendar days from the date of the request to provide certification using any of the options above.

This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If the Wallingford Housing Authority receives documentation that contains conflicting information *(including certification forms from two or more members of a household each claiming to be a survivor/target and naming one or more of the other petitioning household members as the perpetrator)*, the Wallingford Housing Authority will require an applicant or tenant to submit third-party documentation, as described above in Option 2 or Option 3, within thirty (30) calendar days of the date of the request for the third-party documentation.

To ensure that a person is not wrongly accused of committing an act covered under the VAWA, the Wallingford Housing Authority will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

The Wallingford Housing Authority will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than ten (10) business days of receiving all required documentation. The WHA may provide the response in any manner acceptable to the survivor/target and the Wallingford Housing Authority. Responses include:

- Approval of the Request for a specific VAWA accommodation
- Denial of the Request for a specific VAWA accommodation
- Request for additional information or Request to Meet

If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. The Wallingford Housing Authority will grant a reasonable accommodation when there is the presence of a disability.

Lease Bifurcation

If the Wallingford Housing Authority determines that physical abuse caused by a resident is clear and present, the law provides the Wallingford Housing Authority the authority to bifurcate a lease *(i.e., remove, evict, or terminate housing assistance to any accused perpetrator*), while allowing the survivor/target, who lawfully occupies the home, to maintain tenancy.

The Wallingford Housing Authority may attempt to evict the accused perpetrator, but residents should know that state/local tenant/landlord laws prevail, and the Wallingford Housing Authority must comply with such laws. The Wallingford Housing Authority cannot guarantee that a court will award or enforce an eviction.

The resident must keep in mind that eviction of, or termination action, must be in accordance with the procedures prescribed by federal, state, and local law. The Wallingford Housing Authority is committed to attempting to assist the survivor/target and persons affiliated with the survivor/target, however, evictions are generally carried out through the court system and the Wallingford Housing Authority cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a "remaining household member."

Legal Action

Survivors/targets are encouraged to seek police/legal protection from their accused perpetrator. In some cases, the Wallingford Housing Authority may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

The VAWA does not limit the authority of an Wallingford Housing Authority, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a survivor/target of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

NEW VAWA LANGUAGE (ALL PROGRAMS) UPDATED TO COMPLY WITH VAWA REAUTHORIZATION 2022

NONRETALIATION

The Wallingford Housing Authority will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

NONCOERCION

The Wallingford Housing Authority shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

PROTECTION TO REPORT CRIMES FROM HOME

Wallingford Housing Authority, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a survivor/target or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by covered governmental entities. Prohibited penalties include:
   a. Actual or threatened assessment of monetary or criminal penalties, fines, or fees.
   b. Actual or threatened eviction.
   c. Actual or threatened refusal to rent or renew tenancy.
   d. Actual or threatened refusal to issue occupancy permit or landlord permit.
   e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

Termination of Tenancy or Termination of Assistance

The VAWA does not limit an Wallingford Housing Authority's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

The Wallingford Housing Authority will not subject the resident/applicant, who is a survivor/target of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is a survivor/target of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit an Wallingford Housing Authority's authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when the Wallingford Housing Authority can demonstrate an actual and imminent threat *(to other resident/applicants or those employed at or providing service to property of the covered housing provider)* would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an ''actual and imminent threat'' if they meet the standards provided in the definition of ''actual and imminent threat."

*Note: **Actual and imminent threat** refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.*

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

The Wallingford Housing Authority will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the survivor/target to a different unit when doing so would reduce or eliminate the threat – *Also see Addendum A for information about VAWA Emergency Transfers*;
- Barring the perpetrator from the property;
- Contacting law enforcement to increase police presence;
- Develop other plans to keep the property safe; or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat.

Lease Addendum

The HUD approves lease addendum will be implemented and provided in accordance with HUD guidance.

VAWA EMERGENCY TRANSFERS

The WALLINGFORD HOUSING AUTHORITY is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are survivors of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

The Wallingford Housing Authority has developed a VAWA Emergency Transfer (VET) Plan that allows survivors of VAWA crimes or people associated with survivors of VAWA crimes to request a VET. Please refer to the property's VAWA Policy and VET Policy for more detailed information.

Definitions

Please be aware of the following definitions:

Internal VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant (usually referred to as a unit transfer); that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with the Wallingford Housing Authority and/or property staff to fully understand the requirements.

When a resident qualifies for an internal VAWA Emergency Transfer, and when no unit is immediately available (vacant and ready for occupancy), the Wallingford Housing Authority will add the resident to the property's waiting list with a preference. The resident may remain on the property waiting list even if the resident decides to pursue an External VAWA Emergency Transfer.

External VAWA Emergency Transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo apply and be eligible in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's Wallingford Housing Authority.

Safe unit refers to a unit that the survivor/target of domestic violence, dating violence, sexual assault, or stalking believes is safe.

VAWA Emergency Transfer (VET)

In accordance with the Violence Against Women Act (VAWA), THE WALLINGFORD HOUSING AUTHORITY allows residents who are survivors of VAWA crimes or people who are affiliated with survivors of VAWA crimes to request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of this property (internal transfer).

Residents' who request and qualify for a VAWA Emergency Transfer will receive equal preference to any other resident who requests and qualifies for any other emergency unit transfer. Selection will be based on date and time the completed request and all required documents are received.

Residents may request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of another property (external transfer). Residents may also request assistance if they wish to request a VAWA Emergency Transfer to a unit that is part of this property (external transfer).

Regardless of whether the resident/applicant is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents/applicants requesting a VET must qualify for the new unit based on the requirements set forth by the governing agency.

When requesting an external VAWA Emergency Transfer, the resident/applicant should understand that they may also be subject to other screening requirements set forth by the Wallingford Housing Authority responsible for the other property.

The resident or applicant is responsible for paying for any expenses associated with the move.

The U.S. Department of Justice (DOJ) administers programs that provide funding for survivors/targets covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these survivors/targets, or to provide other sources of support, which could free up funding to pay for moving costs. Information about the Crime Victims Fund is available at: https://www.ovc.gov/about/victimsfund.html. Information about Office of Violence Against Women grants is available at www.justice.gov/ovw/grant-programs.

Eligibility for VAWA Emergency Transfers

A resident/applicant is eligible for a VAWA Emergency Transfer (VET) when:

1. The person making the request is a survivor/target of a VAWA crime or are a person affiliated with a survivor/target of a VAWA crime
2. There is a request for a VAWA Emergency Transfer; and
3. The resident reasonably believes that there is a threat of imminent harm if the resident remains within the same unit; or If the resident is a survivor/target of sexual assault, the resident may be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for a VAWA Emergency Transfer.

This is true even if the resident is not a resident in good standing.

A resident/applicant requesting a VAWA Emergency Transfer (VET) must expressly request the transfer in accordance with the procedures described in the property VET Policy.

Safety and Security of Applicants and Residents

Survivors/targets of VAWA crimes and/or any person affiliated with a survivor/target of a VAWA crime are urged to take all reasonable precautions to be safe.