



**LAUREL GARDENS  
ADMINISTRATIVE PLAN  
ADMISSION AND OCCUPANCY POLICY**

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## **NONDISCRIMINATION**

Laurel Gardens will conduct the admissions process in a manner in which all persons interested in admission to elderly housing are treated fairly and consistently.

Laurel Gardens will not discriminate at any stage of the admissions and the occupancy process because of race, color, national origin, religion, creed, sex, age, or handicap. Laurel Gardens is bound by the nondiscrimination requirements of Federal, State, and local law. We will abide by the nondiscrimination requirements of:

- A. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance.
- B. Title VIII of the Civil Rights Act of 1968, which prohibits discrimination based on race, color, religion, national origin, or sex in the sale, rental, or advertising of housing.
- C. Section 504 of the ReHAB Development Act of 1973, which prohibits discrimination based on handicap in programs receiving Federal financial assistance;
- D. The Age Discrimination Act of 1975, which prohibits discrimination based on age in programs receiving Federal financial assistance; and
- E. Executive Order 11063, which required HUD to take whatever action is necessary to prohibit discrimination based on race, color, national origin, religion (creed), or sex in housing receiving Federal financial assistance;
- F. Fair Housing Amendments Act, which amends Title VIII of the Civil Rights Act of 1968, prohibits discrimination in housing on the basis of handicaps and familial status 42 U.S.C. Section 3602;
- G. American Disabilities Act of 1990, PL 101-336.

The Laurel Gardens shall not discriminate against any applicant because of race, familial status, handicap, color, sex, national origin, religious preference, or political affiliation. No preference will be shown any applicant because of political affiliation or acquaintance with any public official at the Federal, State, or local level. In addition, there shall be no discrimination against any applicant receiving part or all of his(her) income from public assistance, providing such applications are otherwise eligible for admission.

- H. Limited English Proficient (LEP)

Laurel Gardens will annually review the 4 factors in the HUD guidance and will make adjustments to the Pleasantview LEP procedure manual as review of factors indicate.

## I. ELIGIBILITY FOR ADMISSION

Laurel Gardens is designated as an “Elderly” property by the U.S. Department of Housing and Urban Development. This designation requires that 10% of the total units (ten units) must be made available for non-elderly disabled families.

To be eligible for admission, an applicant must meet the following conditions:

- A. The applicant must qualify as an “elderly family”:

Elderly Family (4350.3 #2, page 2-83)

An applicant whose head or spouse (or sole member) is, regardless of actual or perceived sexual orientation, gender identity, or marital status, an elderly, disabled, or handicapped person. It may include two or more elderly, disabled or handicapped persons living together, or one or more of these persons living with one or more live-in aides.

The person shall be considered handicapped if he or she has a developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001 (7)) generally provided as follows (4350.3 (c)(2) page 2-82):

A severe, chronic disability which:

- (a) is attributable to a mental and/or physical impairment or combination of mental and physical impairments;
  - (b) was manifested before age 22;
  - (c) is likely to continue indefinitely;
  - (d) results in substantial functional limitations in 3 or more of the following areas of major life activity: self-care; receptive and responsive language; learning; mobility; self-direction; capacity for independent living; and economic self-sufficiency;
- AND**
- (e) reflects the person’s need for a combination and sequence of special, interdisciplinary, or, generic care, treatment, or other services which are of lifelong, or extended duration and are individually planned and coordinated.

- B. Additional eligibility requirements:

- a. The applicant household must satisfy the Social Security number/certification requirement;

We will accept the following documentation:

- i. A valid SSN card issued by the SSA;

- ii. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
- iii. Such other evidence of the SSN as HUD may prescribe in administrative instructions.

Provisions for Accepting Applications without Documentations of Social Security Numbers

- I. When an applicant has a SSN but does not have the required documentation, the applicant may submit the SSN and certify that the number is accurate but that acceptable documentation could not be provided.
  - II. Owners must accept the certification and continue to process the individual's application.
  - III. However, an applicant may not become a participant in the program unless the applicant submits the required SSN documentation to the owner. If the applicant doesn't provide the SSN documentation prior to being offered a unit, the applicant must provide the SSN documentation to the owner within 90 days from the date on which the applicant are first offered on available unit to disclose and /or verify the SSNs. An extension period of an additional 90 days will be granted if failure to provide documentation of a SSN is due to circumstances that are outside the control of the tenant.
  - IV. If the owner has determined that the applicant is otherwise eligible for admission into the property, and the only outstanding verification is that of the SSN, the applicant may retain his or her place on the waiting list for the 90-day period during which the applicant is trying to obtain documentation.
  - V. After 90 days, if the applicant has been unable to supply the required SSN documentation, the applicant should be determined ineligible and removed from the waiting list.
  - VI. Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010 and those individuals who do not contend eligible immigration status will not have their tenancy terminated unless there are other persons, in the household who have not provided documentation of their social security numbers.
- a. Assistance in subsidized housing is restricted to the following:

U.S. citizens or nationals; and

Noncitizens who have eligible immigration status.

All applicants for assistance must be given notice of the requirement to submit evidence of citizenship or eligible immigration status at the time of application. The entity responsible for receiving the documentation, where

possible, must arrange to provide the notice in a language that is understood by the individual if the person is not proficient in English.

All family members, regardless of age, must declare their citizenship or immigration status.

Noncitizens (except those age 62 and older) must sign a Verification Consent Form and submit documentation of their status or sign a declaration that they do not claim to have eligible status. Noncitizens age 62 and older must sign a declaration of eligible immigration status and provide a proof of age document. U.S. citizens must sign a declaration of citizenship and provide documentation of a birth certificate or passport.

A mixed family—a family with one or more ineligible family members and one or more eligible family members—may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance.

Applicants who hold a noncitizen student visa are ineligible for assistance, as are any noncitizen family members living with the student

#### Administration of Restriction on Assistance to Noncitizen:

Owners are responsible for administering the restriction on assistance to noncitizens in accordance with regulations. When administering the restriction, the owner must treat all applicants equally, applying the same noncitizen rule procedures without regard to race, color, national origin, sex, religion, disability, or familial status, and must comply with the nondiscrimination requirements.

- b. The applicant household must satisfy the consent for release of income information requirement by signing the HUD 9887 & 9887-A forms.
- c. The applicant household must satisfy the Tenant Income Verification requirement consenting to provide the HAB DEVELOPMENT with information about their family's income as derived from IRS and/or Social Security Administration and sent to the tenant by HUD.
- d. The applicant household's income must meet the currently posted HUD income limits.

- e. A student's eligibility for Section 8 assistance is determined at move-in, annual recertification, initial certification (when an in-place tenant begins receiving Section 8), and at the time of interim recertification if one of the family composition changes reported is that a household member is enrolled as a student.

The applicant household must meet the student eligibility requirements. They will be determined *ineligible* if an adult family member is enrolled at an institution of higher education and;

1. Is under the age of 24;
2. Is not married;
3. Is not a veteran of the United States Military;
4. Does not have a dependent child;
5. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437 a(b)(3)(E) ) and was not receiving section 8 assistance as of \*November 30, 2005.\*
6. Is not living with his or her parents who are receiving Section 8 assistance; and
7. Is not individually eligible to receive Section 8 assistance *and* has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.
8. For a student to be eligible independent of his or her parents (where the income of the parents is not relevant), the student must demonstrate the absence of, or his or her independence from, parents. While owners may use additional criteria for determining the student's independence from parents, owners must use, and the student must meet, at a minimum *all* of the following criteria to be eligible for Section 8 assistance. The student must:
  - i. Be of legal contract age under state law;
  - ii. Have established a household separate from parents or legal guardians for at least one year prior to application for occupancy, or, meet the U.S. Department of Education's definition of an independent student.
  - iii. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
  - iv. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided.
9. Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income, except if the student is over

the age of 23 with dependent children or if the student is living with his or her parents who are receiving Section 8 assistance.

10. If an ineligible student is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

## Screening

1. The following screening factors will be applied when determining admission for occupancy:
  - (a) Demonstrated ability to pay rent on time;
  - (b) Peril to health, safety, or welfare of others;
  - (c) Destruction of property;
  - (d) Disregard of rules of occupancy, peaceful enjoyment of others, rights of others, and the destruction of others property;
  - (e) Two previous landlord references, including the present landlord, and two personal references. If unable to give 2 landlord references, due only to no previous rental history, must give four professional/personal (non-relative) references;
  - (f) Pre-Home visit at current residence - may be required if other reasonable information is not clear or doesn't exist - 48 hours inspection notice will be given before inspection is done.
2. A complete criminal background check will be completed, for all adult household members, prior to application approval. Criminal History and drug-related criminal activity will be screened. Also, past conduct that leads HAB Development to believe that the applicant may abuse alcohol in a manner that would interfere with the health, safety, or peaceful enjoyment of the premises by other tenants. This will also screen to ensure that it does not affect other residents or Housing Authority staff. Any information obtained will be handled confidentially and destroyed when the determination is final.
  - (a) Screening will be done during the pre-application process for criminal history and drug related criminal activity. A question will be asked on the pre-application form, if any member of tenant household has been evicted for drug

related criminal activity from Public Housing, Indian Housing, Section 23, or any Section 8 program, for three years. If they reply “yes” they will not be allowed on the Pleasantview waiting list.

Consideration will be given to completion of rehabilitation programs approved by HAB Development; or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated or deceased.

Verifiable efforts that would indicate favorable future conduct, or circumstantial changes may be submitted for consideration.

(b) HAB Development will screen for past behavior that would indicate that the tenant abuses alcohol in a manner that would interfere with the health safety, or right to peaceful enjoyment of the premises by other residents.

Consideration will be given to rehabilitation /treatment centers, social services and/or private counseling, approvable by HAB Development.

Verifiable efforts that would indicate favorable future conduct, or circumstantial changes, must be submitted to be considered.

HAB Development **may not deny** tenancy to potential resident on the basis of the tenant having experienced a prior bed bug infestation, nor will they give residential preference to any tenant based on a response to a question regarding prior exposure to bed bugs.

3. Pursuant to Section 578 of the Quality Housing and Work Responsibility Act of 1998 (QWHRA), Title V of P.L. 105-276, the HAB DEVELOPMENT will screen all adult applicants to ensure that any person (and members of that person’s household) who is subject to a state lifetime registration requirement for sex offenders, is determined to be ineligible for admission to all federally assisted housing. Because the registration system is public, a written release from the applicant for this information is not necessary. Any information obtained will be handled confidentially and destroyed when the determination is final.

4. Provisions of 24 CFR Part 812 pertaining to the “Alien Rule” requiring evidence of citizenship and/or eligible immigration. All applicants who are not U.S. Citizens will be submitted to SAVE/Homeland Security for eligibility. All U.S. Citizens or U.S. Nationals will be required to verify citizenship or nationality by presenting one or more of the following:

- a. U.S. passport
- b. U.S. birth certificate
- c. Employment Authorization Card



d. Temporary Resident Card

5. EIV's (Enterprise Income Verification) Existing Tenant Search screening will be used for all applicants to see if applicant household members are receiving assistance at another location.

**II. INCOME FOR ADMISSION**

- A. HAB DEVELOPMENT will make at least 40 percent of the assisted units that become available in each year of the project's fiscal year available for leasing to participants whose income does not exceed 30 percent of the area median income (extremely low income) at the time of admission. In addition, the following income limits continue to apply:

HAB DEVELOPMENT will use the current income limits published by HUD to determine eligibility.

- B. Not more than 25 percent of units available for occupancy shall be rented to low-income families, other than very-low income families.

**III. NOTIFICATION TO APPLICANTS**

Applications for housing assistance at Laurel Gardens will be accepted in person or by mail at our main office located at 2415 First Avenue North, or at the on-site office located in the community room at 313 S 8<sup>th</sup> Ave Laurel, MT 59044.

Applications will be date stamped and marked for time received.

A. Eligible Applicants.

1. Each applicant determined to be eligible shall be notified of eligibility determination. This is done by office visit, in writing, or applicant calling on phone.

B. Ineligible Applicants.

1. Each applicant determined to be ineligible shall be promptly notified by the Laurel Gardens in writing of the reasons for the determination. This notice shall state his/her right, upon request within a reasonable time, to an informal review. For this purpose, the Laurel Gardens may use a form letter, filling in appropriate information described in the preceding sentence. **The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all**

individuals regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that Laurel Gardens, HAB DEVELOPMENT and Laurel Gardens are in compliance with VAWA. Notice of Occupancy Rights, is given to anyone deemed ineligible.

#### IV. TENANT SELECTION AND ASSIGNMENT

##### A. Waiting Lists

1. Waiting lists will be managed in accordance with the following:

a. Type and size of unit

- (1) One bedroom
- (2) One bedroom handicapped

**Laurel Gardens will not close its waiting lists to applicants.**

b. Selection from Wait List. Participants will be selected from the waiting list to participate in the following order:

- (1) 90% of units (90) will be made available to elderly families and 10% of units (10) will be made available to non-elderly disabled families.
- (2) Income Targeting and date and time – not less than 40% of new families must have incomes that are at or below 30% of the area median income.
- (3) Not more than 25% of units available for occupancy shall be rented to low income families, other than very-low income families.
- (4) Families with annual income above 30% of median income may be skipped in order to achieve at least 40 percent extremely low-income.

When an extremely low-income applicant is needed to achieve targeting requirements, and the next applicant on the waiting list has income above the extremely low-income limit, that applicant must be

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

returned to the waiting list. When the owner is ready to house an applicant with income above the extremely low-income limit, this applicant can be served.

B. TENANT ASSIGNMENT

1. Each eligible applicant will be offered a unit of suitable type and size. If the applicant refuses the unit, the applicant's name will stay in same position on the waiting list. After refusing two apartments, name will be removed from the waiting list. A letter is sent to applicant stating name removed.
2. For purposes of this discussion, an applicant would not be considered to have been offered a unit if:
  - (a) the unit is not of the proper size and type and the applicant would be able to reside there only temporarily (e.g., a specially designed unit that is awaiting a handicapped applicant needing such a unit.)
  - (b) the applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to Laurel Gardens' satisfaction.

Examples:

- a doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
  - a court verifies that the applicant is serving on a jury which has been sequestered.
3. Laurel Gardens will maintain a record of applicants who were removed from the waiting list and reason why removed.
  4. Laurel Gardens will allow placement of a qualified person to rent a unit that is not suitable in the following cases:
    - (a). No applicant available to move into handicap unit and a non-handicap person is interested in moving into unit.
    - (b) No applicants available for two-bedroom unit and a qualified single person is available to move into unit.
      - i. Under (a)&(b) a form will be signed by applicant that when a suitable unit is available, they will be asked to move.
      - ii. As a reasonable accommodation for a disability.

This is contingent with waiting list and availability of qualified applicants for handicap units.

C. EIV (Enterprise Income Verification)

In an effort to ensure the right assistance is provided to the right people, The Department of Housing and Urban Development (HUD) has provided property managers with access to a new verification database called the Enterprise Income Verification System (EIV).

EIV provides information about project-based and tenant-based HUD assistance recipients. This database is also used to verify certain types of reported income with records maintained in the Social Security Administration databases and the Department of Health and Human Service (HHS) National Database of New Hires. HHS provides information about current and past employment and unemployment insurance information. This database is also used to see if applicants are receiving housing assistance at another agency and if they have been submitted as owing money to another agency.

At move-in or at last annual certification, all adult household members give consent to the release of this information by signing HUD Forms 9887 and 9887A.

If HUD indicates that there is a discrepancy discovered by the EIV database, management will contact tenant so that we continue to assure that you are receiving all assistance for which you are eligible.

## V. ANNUAL INCOME

### A. DEFINITION OF TOTAL APPLICANT/TENANT INCOME AND ASSETS

1. Annual Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income.

a. Income includes, but is not limited to the following:

1. Interest, dividends and other income from net family assets;
2. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services of all adults in household;
3. The gross amount (before deductions for Medicare, etc.) of periodic social security payments;
4. The full amount of annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
5. Delayed Periodic payments received because of delays in processing unemployment, welfare or other benefits;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
7. Welfare assistance;
8. Alimony and child support received by the household;
9. Alimony or child support paid by a member of the household;
10. Recurring monetary contributions or gifts regularly received from persons not living in the unit;
11. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
12. Actual income distributed from trust funds that are not revocable by or under the control of any member of the tenant family.

**2. Annual income does not include:**

- b. What is excluded from Annual Income:
  - 1. Meals on wheels or other programs that provide food for the needy; groceries provided by persons not living in the household; and amount received under the School Lunch Act and the Child Nutrition Act of 1966;
  - 2. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - 3. Grants or other amounts received specifically for:
    - a. Medical Expenses;
    - b. Set aside for use under a Plan to Attain Self-Sufficiency (PASS);
    - c. Out of pocket expenses for participation in publicly assisted programs.
  - 4. The full amount of student financial assistance either paid directly to the student or to the educational institution;
  - 5. Earnings in excess of \$480 for each full-time student 18 years or older;
  - 6. Adoption assistance payments in excess of \$480 per adopted child;
  - 7. Loans;
  - 8. Temporary, nonrecurring or sporadic income;
  - 9. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
  - 10. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
  - 11. Amounts received under the training programs funded by HUD;
  - 12. Compensation from State or local employment training programs and training of a family member as resident management staff;
  - 13. A resident service stipend;
  - 14. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

15. Deferred periodic payments of supplemental income and social security benefits that are received in a lump sum payment;
16. Payments received for the care of foster children or foster adults;
17. Amounts that are received on behalf of someone who does not reside with the family, as long as the amounts:
  - a. are not intermingled with the family's funds; and
  - b. are used solely to benefit the person who does not reside with the family.
18. Recurring monetary contributions that are paid directly to a child care provider by persons not living in the unit;
19. Income excluded by Federal statute:
  - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
  - b. Payments received under Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions.)
  - c. The following income:
    1. Interests of individual Indians in trust or restricted lands, and the first \$2,000 per year of income received by individual Indians that is derived from trust or restricted lands. (25 U.S.C. 1408)
    2. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)) received from a Native Corporation, including:
      - a. cash (including cash dividends on stock received from a Native Corporation) to the extent that it does not, in the aggregate, exceed \$2,000 per individual per annum;
      - b. a partnership interest;
      - c. land or an interest in land (including land or an interest in land received from a Native Corporation as a dividend or distribution on stock); and
      - d. an interest in a settlement trust.

3. Payments from certain sub marginal U.S. land held in trust for certain Indian tribes.
4. Payments from disposal of funds of Grand River Bank of Ottawa Indians.
5. The first \$2,000 of per capita shares received from judgments awarded by the Indian Claims Commission to the Court of Claims or from funds the Secretary of Interior holds in trust for an Indian tribe.
- d. Payments, rebates or credits received under Federal Low-income Home Energy Assistance Programs. Includes any winter differentials given to elderly;
- e. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- f. Payments received under Title V of the Older Americans Act (Green Thumb, Senior Aides, Older American Community Service Employment Program)
- g. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation. M.D.L. No. 386 (E.D.N.Y.)
- h. Payments received under the Maine Indian Claims Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785)
- i. Any earned income tax credit to the extent it exceeds tax liability. (26 U.S.C. 32 (j))
- j. The Value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (CCDBG) (42 U.S.C. 9858q). Participating families may either pay a reduced amount based on a sliding fee scale or they may receive a certificate for child care services.

3. Net Applicant/Tenant Assets include:

- a. Cash held in savings and checking accounts, safe deposit boxes, homes, etc.;
- b. Revocable Trusts;
- c. Equity in Rental Property or Other Capital Investments;



- d. Stocks, Bonds, Treasury Bills, Certificate of Deposit, Money Market Accounts;
- e. Individual Retirement and Keogh Accounts;
- f. Retirement and Pension Funds;
- g. Cash Value of Life Insurance Policies Available to the Individual Before Death;
- h. Personal Property Held as an Investment;
- i. Lump sum receipts or one-time receipts;
- j. A Mortgage or Deed of Trust Held by and Applicant;

**4. Net Family Assets Do Not include:**

- a. Necessary personal property;
- b. Interests in Indian trust land;
- c. Term life insurance policies;
- d. Equity in the cooperative unit in which the family lives;
- e. Assets that are part of an active business;
- f. Assets that are not effectively owned by the applicant;
- g. Assets that are not accessible to the applicant and provide no income to the applicant.

**5. Adjusted Income:**

Adjusted income is annual income minus the allowances listed below. These allowances are explained in more detail in Chapter 5 of the HUD 4350.3

- a. All families are eligible for any of the following allowances that are applicable to their circumstances:
  - (1) \$480 for each dependent;

- (2) Child care expenses;
- (3) Handicapped/Disability assistance expenses;
- b. If the head, co-head or spouse or sole member is age 62 or older or disabled or handicapped, two additional allowances of:
  - (1) \$400 per Family
  - (2) Medical expenses.

## 6. **TOTAL TENANT PAYMENT**

- 1. Total Tenant Payment is the monthly amount calculated as determined by the following:
  - a. Total Tenant Payment shall be the highest of the following:
    - (1) 30 percent of monthly adjusted income (1/12 of annual adjusted income or 10% of monthly gross income)
    - (2) 10 percent of monthly gross income
- 2. **Minimum Rent** – According to the 24 CFR 5.240 the HAB DEVELOPMENT must charge a participant a minimum monthly rent no less than \$25.
  - a. **Hardship Exceptions:** HAB DEVELOPMENT will waive this minimum monthly rent requirement to any family unable to pay due to financial hardships. The financial hardship exemption includes these hardship situations:
    - 1. The family has lost Federal, State, or local government assistance or is waiting for eligibility determination (including legal immigrants);
    - 2. The family would be evicted if the minimum rent requirement was imposed;
    - 3. The family who income has decreased due to a change in circumstances, including, but not limited to, loss of employment;
    - 4. A death in the family has occurred;
    - 5. Other situations as may be determined by the Owner or HUD.
  - b. **Tenant Requests for Hardship Exception:** Upon a tenant's requests for a hardship exception, the HAB DEVELOPMENT will waive the minimum rent charge beginning the month that immediately follows the date that the tenant made the request. The HAB DEVELOPMENT may request reasonable documentation of hardship in order to determine whether there is a hardship and whether it is of a temporary or long-term nature. This determination will be done within one week.

1. If HAB DEVELOPMENT determines that there is **no hardship** covered by the statute, the HAB DEVELOPMENT shall immediately reinstate the minimum rent requirements. The tenant will be responsible for any minimum rent that was not paid from the date the minimum rent was suspended. The HAB DEVELOPMENT will not evict the tenant for nonpayment of rent during the time in which it takes the HAB DEVELOPMENT to make the hardship determination. A reasonable repayment agreement will be offered for any minimum rent back payment by the tenant.
2. If it is determined that **the hardship is of a temporary nature**, the minimum rent shall not be imposed for a 90-day period from the date of the suspension. At the end of the 90-day period, the tenant shall be responsible for the minimum rent which shall be imposed retroactively to the initial date of the suspension. The tenant will not be evicted for nonpayment of rent during the time in which it takes to make the hardship determination nor during the 90-day grace period. A reasonable repayment agreement will be offered for any minimum rent back payment by the tenant.
3. If the nature of the **hardship is determined to be long-term**, HAB DEVELOPMENT will exempt the tenant from the minimum rent requirement from the date the suspension was granted until such a time that the hardship no longer exists. A long-term hardship exemption will be re-verified every 90 days.
4. HAB DEVELOPMENT will maintain documentation of all determinations regarding requests for hardship exceptions.
  - c. Implementation of a long-term suspension of the minimum rent requirement shall be treated as an interim recertification.

## 7. **VERIFICATIONS**

**Three methods are permitted:**

### a. **Verification by a third party**

- (1) Owners must follow paragraph 5-13 in obtaining the consent of the applicant or tenant for the release of information about them from a third party to the owner.
- (2) Owners must send verification forms directly to the source, not through the applicant.

(3) When written verification is not possible, the next most acceptable form is direct contact with the source, in person or by telephone. The owner must document the conversation in the applicant's/tenant's file including all information that would have been included in a written verification.

**b. Review of Documents**

- (1) Owners may use documents submitted by the applicant or tenant when:
- (a) Information does not require third-party verification (such as birth certificates or adoption papers verifying household membership); or
  - (b) Third-party verification is impossible or delayed beyond four weeks of the initial request.
- (2) The owner must place in the family's file either copies of documents or a list of the documents and the information on them.

**c. Applicant/Tenant Certification. Owners may accept an applicant's notarized statement or signed affidavit if:**

- (1) Such certifications are specifically authorized by this handbook. (See Appendix 4.) OR
- (2) Other preferred forms of verification cannot be obtained.

**d. INFORMATION RELATING TO VERIFICATIONS TO BE KEPT ON FILE:**

a. Laurel Gardens will keep the following documents in the tenant file at the project site:

- (1) the original, signed form HUD 9887;
- (2) the original, signed form HUD 9887-A; and
- (3) a copy of the signed individual verification consents.
- (4) third party verifications

e. After verification, the form HUD-50059 shall be signed by tenant and Laurel Gardens as appropriate.

f. The Laurel Gardens will request additional information prior to determining eligibility, such as, but not limited to the following:

1. Two previous landlord references, including the present landlord, and two personal references. If unable to give 2 landlord references due only to no past rental history, four personal/professional references may be allowed.
2. Verification of past rental history.
3. Pre-Home visit at current residence.

**VI. OCCUPANCY STANDARDS**

- A. The following standards will determine the number of bedrooms required to accommodate an applicant of a given size, except that such standards may be waived for legitimate reasons on a case by case basis and it is necessary to achieve or maintain full occupancy:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	1	2

**B. TRANSFER POLICY**

Transfer requests (if requested by program participant) must be submitted in writing. Tenants must be in good standing within a given program to be considered for a transfer. The request will be reviewed and HAB DEVELOPMENT will make a decision with written notification to the tenant as to whether it was approved or disapproved.

HUD requires that HAB DEVELOPMENT approve transfers for tenants based on occupancy standards and special needs. These transfers will take precedence over new admissions and will not be subject to a transfer fee:

1. Emergencies – Victims under VAWA-emergency Transfer takes priority of all other transfers-If a unit is available, the tenants can mover immediately. If a unit is not available a Housing Choice Voucher may be issued or other units in our HAB DEVELOPMENT may be offered.
2. Over/Under Housed
3. Medical Justification
4. Administrative reasons determined by HAB DEVELOPMENT

Transfers within Laurel Gardens for the above reasons will be made on a priority basis without regard to the waiting list.

The following transfers will not take precedence over new admissions:

1. Voluntary – This will be limited to one move.

For voluntary tenant transfers within Laurel Gardens, a full additional deposit will not be required. Instead, the difference between the original deposit balance and the deposit due on the new unit (new move-in TTP) will be required.

Tenants transferring within Pleasantview will have five (5) days in which to move their belongings out and clean their unit after notice from HAB Development.

48 hours before the tenant moves out of their unit, HAB DEVELOPMENT will inspect the unit for additional cleaning and damages. If tenant leaves unit with charges for cleaning or damages, they will be billed for the work order and the work order must be paid within 30 days.

Transfers between the HAB DEVELOPMENT, Public Housing Program, Project Based Section 8 Program and the Section 8 Tenant Based Rental Assistance Program will be made on a case-by-case basis. Transfers will be allowed for the following reasons:

1. Occupancy Standards
2. Accessibility Needs and Special Needs of those with disabilities
3. Personal Safety Needs
4. Other Special Needs as determined by Management

THERE WILL BE ONLY ONE TRANSFER PER FAMILY FOR  
ANY REASON OTHER THAN CHANGE OF FAMILY SIZE.

## **VII. LEASING**

A. Prior to admission, the lease shall be signed by all adult household members, 18 years and older, and subsequently executed by the  
Gardens. Laurel

B. Prior to admission, a physical inspection of the unit will be made by the prospective tenant and Laurel Gardens to note any deficiencies.

C. The lease is to be current at all times and must be compatible with the Laurel Gardens policies as well as State and Federal Law.

D. Notices of rent adjustments that are issued to amend the dwelling lease shall be signed by Laurel Gardens and the tenant.

E. If through any cause, the signer of the lease ceases to be a member of the tenant household, the lease is to be voided and a new lease agreement executed and signed by the remaining family member.

F. If at any time during the lease agreement, there is a change in the tenant's status, which results in the need amending provision of the lease, one of the following will be undertaken:

1. The existing lease is to be cancelled and a new lease executed, or
2. An appropriate rider is to be prepared and made a part of the existing lease.
3. All copies of riders are to be signed by the tenant and the Laurel Gardens and a copy maintained in the tenant file.

G. If a tenant transfers to a different unit in the same building, the existing lease is to be cancelled and a new lease executed by the Head of Household and the Laurel Gardens for the unit into which the tenant is to move.

H. A Security Deposit will be required and shall be payable in full at the time the lease is signed. The amount of the security deposit will be the amount of the first month's rent (excluding proration's)

I. The Laurel Gardens shall perform a physical inspection of all dwelling units no less frequently than once-a-year. Copies of the inspection shall be maintained in the unit maintenance file.

## **VIII. RECERTIFICATION**

Annually, and at interim periods as circumstances may prescribe, the tenant will furnish information and certifications to the Laurel Gardens as to tenant income, employment, and composition, for use by the Laurel Gardens. This data will be used for determining if the rent should be changed and if the dwelling unit size is still appropriate for Tenant's need.

- A. Rent as fixed at time of move-in will remain in effect for this period between regular rent redeterminations unless during this period any of the following occur:
- (1) Any member of the household moves out of the unit;
  - (2) An adult member of the household, certified as unemployed at the most recent certification / recertification, gets a job.
  - (3) The household's cumulative income increases by more than \$200.00 per month (Note that this is \$200.00 per month for the entire household, not each household member.
  - (4) If at the time of admission or reexamination, due to unusual circumstances, projected annual income cannot be determined with any reasonable degree of accuracy, a temporary rent for a specified period not to exceed 90 days may be established. At the expiration of the specified period, or such earlier time that the income becomes stable, a new rent will be established.

- B. In the case of an interim reexamination and the rent decreases, the adjustment will become effective the first of the following month. In the event of rent increases the adjustment will take effect the first of the second following month, unless the rent increase results from a finding of intentional misrepresentation under subsection A(4) of this Section.
- C. Changes in rent resulting from a scheduled reexamination are to be effective on the anniversary date of the lease.

**IX. PARTICIPANT NOTIFICATION**

Laurel Gardens will provide each head of household, as identified on each lease, with a copy of the HUD issued brochure "Resident Rights and Responsibilities". This brochure spells out the rights and responsibilities of residents in HUD insured and assisted housing and HUD's commitment to resident participation and organization in these communities.

This brochure will be provided at each interim and annual recertification in accordance with Chapter 4 of HUD Handbook 4381.5 (REV.2)

**X. MISREPRESENTATIONS**

The tenant is to be notified, in writing, of any misrepresentations or lease violations revealed through re-examination, rent review, or other occurrences.

The applicant/tenant certifies that accurate information has been provided on tenant composition income, net tenant assets, allowances and deductions. Any misrepresentation is considered to be a violation of Federal regulation and may result in lease termination and/or punishment under Federal law.





## **XI. SERVICE, COMPANION ANIMAL AND PET POLICY**

### **PLEASANTVIEW SERVICE AND COMPANION ANIMAL POLICY (AUXILIARY AIDES)**

**Purpose:** The purpose of this policy is to ensure uniformity in application of Service Animal/Companion Animal requirements and to ensure the welfare of all residents and the sanitation of properties.

All properties under HAB DEVELOPMENT management must allow persons with disabilities the use of a service and/or companion animal. Therefore, HAB DEVELOPMENT pet deposit does not apply

Companion animals or comfort animals become service animals when a provider verifies that a person has a disability as defined by fair housing law and needs the animal for treatment and/or to live in the community as ably as someone without a disability

**REGISTRATION:** All animals must be registered upon admission, and registration must be renewed annually on the anniversary of admission date.

The following documentation must be completed before admission of an animal:

#### Service/Companion Animal requirements

- Request for a reasonable accommodation
- Owner will submit a copy of the animal's license or certification
- Dog tag immunization information
- References on where animal is to be taken in case of an emergency or how his or her animal should be taken care of in an emergency
- Verification of status as a Person with a Disability

#### **DAMAGES:**

Any damage to the unit, building, grounds, flooring, walls, trim, finish, tiles, carpeting, etc. will be the full responsibility of the animal owner, and the animal owner shall agree to pay costs involved in restoring any damage to original new conditions as well as any costs required for cleaning, de-fleaing, and deodorizing required because of such an animal. If, because of any such stains or chemicals to remove same, damage is such that it cannot be removed, animal owner hereby agrees to pay full cost and expense of replacing such materials.

#### SICK OR INJURED ANIMALS:

No sick or injured animal will be accepted for occupancy without consultation and written acknowledgment of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of Management. Admitted animals which suffer illnesses or injury must be immediately taken for veterinarian care at the animal owner's expense.

#### INOCULATIONS:

Cats must have current inoculations as appropriate to the species, including but not limited to: feline distemper shot. Dogs shall have certificates or appropriate inoculations for heart worm, parvo, and rabies. Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian. Both Service/Companion Animals must be wearing dog tags for immunization information. Every dog shall wear a valid rabies tag and all animals shall wear a tag containing animal owner's name, address and phone number.

#### WASTE DISPOSAL:

Cats are required to be litter-box trained. The animal owner agrees to dispose of cat feces daily by putting it in a bag, closing it securely and placing it in the dumpster. The Animal owner agrees that the full contents of the litter box will be disposed of in the same manner and will never be flushed down the toilet, put down the trash chute, or into the garbage disposal.

Proper disposal of dog feces is also required. Dog feces must be picked up when possible when the dog eliminates, put in a bag, closing it securely and placing it in the dumpster.

#### PUBLIC ACCESS:

Animals may not be tied up outside and left unattended and must be on a leash outside your housing unit at all times.

#### UNIT CARE AND INSPECTIONS:

The animal owner agrees to maintain the unit in a sanitary and odorless manner. No alterations may be made to the premises. The animal owner agrees that Management has the right to inspect the owner's unit as frequently as necessary. Entry of unit will be done according to the terms of the lease, bi-annually, as part of Management Policy and Procedures.

#### OWNER ABSENCE:

The Service/Companion Animal owner agrees that if for any reason the animal is left unattended for more than 12 hours, the owner will provide information on how his or her auxiliary aide should be cared for. The Management may call the designated alternative care providers if the Service/Companion Animal owner is unable to do care for the auxiliary aide. That person will then be permitted to enter the apartment and be required to remove the animal from the premises

In the event the animal owner can no longer care for the animal due to health deterioration, the animal owner agrees to remove the animal from the premises.

#### ANIMAL BEHAVIOR AND VIOLATION OF POLICY:

The companion animal's owner shall not permit the animal to cause any noise, damage, discomfort, nuisance or in any way inconvenience or cause complaints from other residents. After receipt of each verified animal complaint, Management will) issue a written warning. Three verified complaints constitute violation of this Auxiliary Aide policy, and after private conference, the owner may be required to remove the animal from the premises. The owner must then sign an affidavit stating that the animal is no longer on the premises and will not return in the future. Misrepresentation of this affidavit or refusal to remove the animal will be grounds for eviction of the animal owner. Management exercises the right to act immediately in animal removal in situations deemed an emergency. Service animals are excluded from this action.

#### CARE OF THE ANIMAL:

The animal owner agrees to humanely care for the animal by providing it with sufficient food and water and veterinary treatment when need. Resident agrees that abuse of the animal will result in Management contact with the Humane Society.

#### OTHER:

Tenants are prohibited from feeding stray animals

Tenant agrees to abide by all Rules and Policies regarding Auxiliary Aides established by the Authority now and in the future.

## GENERAL INFORMATION

### Requests for Reasonable Accommodations and/or Modifications

A reasonable accommodation is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a resident or applicant with a disability in taking advantage of a housing program and/or dwelling. A reasonable modification is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with his/her use of the dwelling and/or common areas. The accommodation and/or modification must be necessary for the individual with the disability to enjoy and/or fully use services offered to other residents and/or the individual dwelling unit.

Reasonable accommodations can include but are not limited to:

- A change in the rules or policies or how a housing provider does things that would make it easier for you to live in the dwelling;
- Permitting a seeing eye dog for a household in a community where pets are not allowed, or not charging a deposit for a service animal though the housing provider charges deposits for pets;
- Permitting an outside agency to assist a disabled resident to meet the terms of the lease;
- Permitting a live-in Personal Care Attendant to live with a disabled resident who might need 24-hour assistance;
- A change in the way a housing provider communicates with or gives information, such as increasing the font size of typed documents to a person with a visual impairment.

Reasonable modifications can include, but are not limited to:

- A structural change or repair in your apartment or another part of the apartment complex that would make it easier for you to live in the dwelling;
- Altering your apartment so that the unit can be accessed and used by a person in a wheelchair.

**NOTE:** The individual requesting the modification may be responsible for the costs incurred in providing a reasonable modification to the premises. This individual may also be responsible for costs incurred in restoring the modification to original condition. The housing provider may request that a licensed contractor be obtained to make the modifications and/or restorations. If you and/or your housing provider have any questions regarding these provisions, please do not hesitate to contact our office.

A resident or applicant is entitled by law to a reasonable accommodation and/or modification when needed because of a disability of the resident, applicant, and/or a person associated with a resident or applicant, such as a guest. Housing providers must grant all requests for reasonable accommodations and/or modifications that are needed as a result of a disability if the request is not unduly burdensome or a fundamental alteration of the housing program. If a request is denied, you have the right to know the reasons in writing.

There must be a verifiable disability involved in order for the household to qualify for a reasonable accommodation and/or modification. The housing provider is required by law to keep all information about the disability confidential. A person has a disability if he/she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. Most serious medically treated conditions are considered to be a disability. A disabled resident must still be able to meet essential obligations of tenancy – they must be able to pay rent, to care for the apartment, to report required information to the manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

Using the attached forms will help you and your housing provider to better formulate the request and implement any follow up necessary. The attached forms include:

- A Request for a Reasonable Accommodation and a Release that the housing provider can send to your medical provider. This form verifies your request and authorizes your medical provider to certify your status as a person with a disability and your need for the accommodation. (For you to complete)
- A Request for a Reasonable Modification and a Release that the housing provider can send to your medical provider. This form verifies your request and authorizes your medical provider to certify your status as a person with a disability and your need for the accommodation. (For you to complete)
- Verification of the need for an Accommodation and/or Modification (For your health care provider, such as a doctor, nurse, therapist, or social worker, to complete)
- Approval or Denial of a Request for a Reasonable Accommodation and/or Modification. (For your housing provider to complete)

## REQUEST FOR A REASONABLE ACCOMMODATION

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to have equal use and access to the community, please complete this form and give the form to your housing provider. Check all items that apply and explain fully. Use the other side of this form if you need more space. If you cannot fill out this form yourself, you may have someone assist you. Please keep copies of all documents that you submit to your housing provider.

Name of Tenant or Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

1. The person(s) who has a disability requiring a reasonable accommodation is:

Myself

A person associated with me (such as a household member or guest).

Name of person with disability: \_\_\_\_\_

Phone#: \_\_\_\_\_

Address: \_\_\_\_\_

2. I am requesting the following change or changes in a policy, procedure, service or regulation so that my household members, guests, and I can live here as easily as others and enjoy and participate equally in housing:

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OPTIONAL: If you know a company, organization, or individual that might be able to help or advise on the changes, please provide:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

3. I need this reasonable accommodation because:

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Please notify me within ten working days on the attached Approval or Denial of Reasonable Accommodation and/or Reasonable Modification Request form.

Signature of Tenant, Applicant, or Guest: \_\_\_\_\_

Address: \_\_\_\_\_

## REQUEST FOR A REASONABLE MODIFICATION

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable modification for that person to have equal use and access to the community, please complete this form and submit the form to your housing provider. Check all items that apply and explain fully. Use the other side or this form if you need more space. If you cannot fill out this form yourself, you may have someone assist you. Please keep copies of all documents that you submit to your housing provider.

Name of Tenant or Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

4. The person(s) who has a disability requiring a reasonable modification is:

Myself

A person associated with me (such as a household member or guest).

Name of person with disability: \_\_\_\_\_

Phone#: \_\_\_\_\_

Address: \_\_\_\_\_

5. I am requesting the following modification/s so that my household members, guests, and I can live here as easily as others and enjoy and participate equally in housing:

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**\*NOTE: The individual requesting the modification may be responsible for the costs incurred in providing a reasonable modification to the premises. This individual may also be responsible for costs incurred in restoring the modification to original condition. The housing provider may request that a licensed contractor be obtained to make the modifications and/or restorations. If you and/or your housing provider have any questions regarding these provisions, please do not hesitate to contact our office.**

OPTIONAL: If you know a company, organization, or individual that might be able to help or advise on the changes, please provide:



Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

6. I need this reasonable modification because:

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Please notify me within ten working days on the attached Approval or Denial of Reasonable Accommodation and/or Reasonable Modification Request form.

Signature of Tenant, Applicant, or Guest: \_\_\_\_\_

Address: \_\_\_\_\_

## VERIFICATION OF STATUS AS A PERSON WITH A DISABILITY

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Name of resident, applicant, or guest: \_\_\_\_\_

Address: \_\_\_\_\_

The tenant, guest, or applicant for tenancy listed above has sought the reasonable accommodation and/or modification described in the attached Request for a Reasonable Accommodation and/or Modification Request form. State and federal laws require housing providers to make reasonable modifications and/or accommodations to either the dwelling or other parts of the housing community and/or to policies, procedures, services or regulations when such changes are not unduly burdensome and are necessary because of a disability of a tenant, an applicant, a household member, or a guest of a tenant in order that the tenant, applicant, household member or guest can have equal opportunity to use and enjoy the housing and/or facilities.

Federal regulations under the Fair Housing Amendments Act, Section 504 of the ReHAB Development Act of 1973, and the Americans with Disabilities Act, define "disability" as:

1. a physical or mental impairment that substantially limits one or more major life activities;
2. a record of such an impairment;
3. being regarded as having such an impairment.

A physical or mental impairment includes:

1. any physiological disorder or condition;
2. cosmetic disfigurement;
3. anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory, speech organs, cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine.
4. Any mental or psychological disorder, such as cognitive delays, organic brain syndrome, emotional or mental illness, and/or learning disabilities.

Drug addiction (other than addiction caused by **current** illegal use of a controlled substance) and alcoholism (other than addiction caused by **current** use) are covered by these provisions as are, for example, cancer, heart disease, HIV, AIDS, and temporary disabilities (such as broken limbs or pregnancy).

**IMPORTANT:** The medical/social service professional certifying the disability and need for an accommodation and/or modification **IS NOT** required to reveal the specific nature and/or severity of the individual's disability.

**As a medical/social service professional with the knowledge necessary to make a determination, I am able to advise that**

\_\_\_\_\_

**(name of client)**

**qualifies as an individual with a disability as defined above and that the following accommodation and/or modification is consistent with the needs associated with his/her disability.**

**Accommodation/Modification:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

**Signature of Medical Professional**

\_\_\_\_\_

**Printed Name and Title**

\_\_\_\_\_

**Date**

**APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION  
AND/OR REASONABLE MODIFICATION REQUEST**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On \_\_\_\_\_ (date) you requested the following reasonable accommodation and/or modification:

\_\_\_\_\_  
\_\_\_\_\_

We have:

approved your request. We will provide the following accommodation and/or modification:

\_\_\_\_\_  
\_\_\_\_\_

The change is effective immediately.

We will provide the accommodation by: \_\_\_\_\_

To make the change you requested, we must have bids and then arrange installation or we must order certain equipment. We anticipate that the change will be made by: \_\_\_\_\_ (date), and we will notify you if we discover that there will be a delay.

If you have questions or think this accommodation and/or modification will not meet your needs or will take too long to provide, please contact me immediately.

denied your request. We have denied your request because (check all that apply):

You are not a person with a disability or your guest or household member or person associated with you does not have a disability, as defined by federal and/or state law, and we are not required to give you an accommodation and/or modification.

The accommodation and/or modification you requested is not reasonable because:

you do not need this accommodation and/or modification to live here as easily as others without disabilities or to enjoy or participate equally in this housing as easily as others without disabilities.

it will cost (fill in amount) \$\_\_\_\_\_ and/or \_\_\_\_\_ hours of staff time to make the change you requested and this is an undue burden on our operations.

it will fundamentally change the nature of our housing.

We used these facts to deny your request (list): \_\_\_\_\_

\_\_\_\_\_

To make this decision, we spoke with the following people, reviewed the following documents, and performed the following investigation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you disagree with this decision or have more information to provide to us, you may contact me at the following address and/or phone number.

Sincerely,

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**SERVICE & COMPANION ANIMAL  
REGISTRATION**

Owners must register their service/companion animals with HAB Development and update this registration annually.

Type/Breed \_\_\_\_\_ Color \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_

Name of Service/Companion Animal \_\_\_\_\_

Veterinarian's certification of the pet's inoculation:

\_\_\_\_\_  
Signature Date inoculated \_\_\_\_\_

\_\_\_\_\_  
Print Name Telephone

\_\_\_\_\_  
Address City, State, Zip

In case of an emergency, these individuals will take responsibility for the service/companion animal if the owner is unable to care for the service/companion animal:

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Telephone Telephone

\_\_\_\_\_  
Address Address

\_\_\_\_\_  
City, State, Zip City, State, Zip

The head of the Tenant Family certifies to have read, understands, and agrees to abide by the Service & Companion Animal Rules.

BY: \_\_\_\_\_  
Head of Tenant Family Signature and Date

\_\_\_\_\_  
Telephone Number

BY: \_\_\_\_\_  
Public Housing Administrator Signature

\_\_\_\_\_  
Date Accepted

## PET POLICY

Housing Authority residents living in housing projects may keep certain types of small animals as pets in the room. Allowable animals are small birds, turtles, and fish. The allowable pets must be caged or in a leak proof aquarium. HAB Development family's guests or visitors may not bring pet animals into the home. There may be some exceptions to this policy in order to comply with the American with Disabilities Act and Section 504 of the Act. Tenants who feel a pet may be necessary under these laws should address a written request to the Executive Director of the HAB DEVELOPMENT. The request will be considered by a review panel. Their decision is appealable through the normal grievance procedure attached to the lease.

Housing Authority residents living in housing projects designated for Elderly and Disabled, such as Pleasantview, may be allowed to keep common household pets in addition to the small animal types listed above. A lease addendum and a separate security deposit may be required.

HUD defines a common household pet as a four-legged, warm-blooded, domesticated animal, such as a dog, cat, or rabbit, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles), birds of prey, other dangerous species, farm animals or poultry.

In designated Elderly and Disabled housing, HUD requires certain rules be applied to pet residency.

1. Pets must be inoculated in accordance with State and local laws.
2. Sanitary standards for pet waste disposal, by the pet owner and HAB Development, be established and included in HAB Development's Pet Rules and Lease Addendum for pets.
3. Common household pets must be appropriately and effectively restrained and under the control of responsible individual while on the common areas of the housing project.
4. Pet owners must register their pets with HAB Development and update this registration annually. The registration must include a veterinarian's certification of the pet's inoculation, sufficient information to identify the pet and to demonstrate that it is a common household pet, and the name, address, and phone number of one or more responsible individuals who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
5. The Pet Rules and Lease Addendum for Pets must be developed according to procedures described by HUD. Residents, living in housing designated for the Elderly and Disabled must be notified and consulted prior to adoption of the pet Rules and Lease Addendum for Pets. In addition to mandatory HUD rules, Pet rules and Lease Addendum for Pets describe allowed pet type and size, number of pets allowed per residence, pet care standards, additional security deposit for pets charges for waste removal, consequences for violations procedures for registering, and procedures for removal of a pet.
6. HUD requires certification by the pet owner to have read and agree to abide by HAB Development's Pet Rules and Lease Addendum for Pets.

HAB Development may issue other reasonable rules to supplement HUD rules to protect and preserve the physical condition of a Home and to provide a decent, safe, and sanitary living environment to project residents.

## **Animals Trained to Assist the Disabled Person(s)**

Animals trained to assist the handicapped are allowed in any housing project. Unless specifically noted, Disabled Residents and their animals are subject to the Pet Rules for All Housing and Elderly and Disabled Designated Housing. Certification from a recognized agency will be required as proof of the animal's training a copy of the certification will be maintained in the client's file record.

## **Pet Security Deposit**

Except for animals used to assist the disabled, HAB Development requires a Pet Deposit for common household pets other than birds, turtles, and fish. The *full* deposit may be paid in full or an initial payment of \$50 be paid and monthly installments of \$10 be paid until the full deposit has been accumulated.

The Pet Deposit will be the lesser of:

- 1) Current TTP; or
- 2) \$150.00



**Laurel Gardens  
Lease Amendment  
for Pets**

**THE LEASE AGREEMENT** between HAB DEVELOPMENT(Landlord) and

\_\_\_\_\_ (Tenant)

is amended for the rental and occupancy of the Dwelling (Home) located at

\_\_\_\_\_  
Billings, MT.

This Amendment is presented in accordance with the terms and conditions of the Lease Agreement and shall be attached to and made a part of that Lease Agreement. All other covenants, terms, and conditions of that Lease Agreement remain the same.

This Amendment will be effective on \_\_\_\_\_ to allow the keeping of a common household pet in the Home. The tenant family understands keeping a pet is a privilege and this privilege may be revoked if the pet becomes a nuisance or the owner is unable to control or care for the pet. Trained animals used to assist the handicapped are subject to the conditions of the Pet Policy and Pet Rules.

Except for trained animals used to assist the disabled, HAB Development requires a Pet Deposit for common household pets other than birds, turtles, and fish. The full deposit of \$ \_\_\_\_\_ has been paid or an initial payment of \$50 has been paid and monthly installments of \$50 will be paid until the full Pet Deposit has been accumulated.

The Pet Deposit will be refunded in whole or in part within thirty (30) days of tenancy termination or within 30 days of the owner no longer owning the pet or the pet no longer lives in the unit. HAB Development will inspect for damages and will deduct costs for cleaning and repair of damages attributable to the pet.

BY: \_\_\_\_\_ Telephone Number  
Head of Tenant Family Signature and Date

BY: \_\_\_\_\_ Date(s)  
Other Tenant Family Adult Signature(s)

BY: \_\_\_\_\_ Date Prepared  
Housing Authority Agent Signature

**PET REGISTRATION**

Pet owners must register their pets with HAB Development and update this registration annually.

Type/Breed \_\_\_\_\_ Color \_\_\_\_\_

Sex \_\_\_\_\_ Date Neutered \_\_\_\_\_ Age \_\_\_\_\_

Name of Pet \_\_\_\_\_

Veterinarian's certification of the pet's inoculation:

\_\_\_\_\_  
Signature Date inoculated \_\_\_\_\_

\_\_\_\_\_  
Print Name Telephone

\_\_\_\_\_  
Address City, State, Zip

In case of an emergency, these individuals will take responsibility for the Pet if the pet owner is unable to care for the pet:

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Telephone Telephone

\_\_\_\_\_  
Address Address

\_\_\_\_\_  
City, State, Zip City, State, Zip

The head of the Tenant Family certifies to have read, understands, and agrees to abide by the Pet Rules.

BY: \_\_\_\_\_  
Head of Tenant Family Signature and Date

\_\_\_\_\_  
Telephone Number

BY: \_\_\_\_\_  
Pleasantview On-Site Manager Signature

\_\_\_\_\_  
Date Accepted

## **HOUSING AUTHORITY PET RULES**

### **All Housing**

Keeping an animal as a pet is a privilege and this privilege may be revoked if the animal becomes a nuisance or the owner is unable to control or care for the pet. Residents must receive permission to keep any pet animal on or about the premises. No animal may be kept in violation of humane or health laws.

Violation of any of these rules may be cause to order an animal's removal from the Home and Eviction and termination of the Lease by the processes described in the Lease Agreement.

Except for animals trained to assist the handicapped, Housing Authority residents living in any housing project may keep certain types of small animals as pets in the home. Allowable animals are birds turtles, and fish. These animals must be caged or in a leak proof aquarium.

Owners shall not permit any disturbances by a pet animal to interfere with the quiet enjoyment of neighbors by barking, howling, scratching, biting, chirping, or other objectionable activities.

Owners are required to take adequate precautions against or to eliminate any animal odors in the Home and common areas and to maintain sanitary conditions in the Home and common areas.

Animals left unattended for twenty-four hours will be removed from the Home by HAB Development. HAB Development will have the animal removed by the Humane Society or animal shelter. HAB Development will not be held responsible for the animal removed and transferred.

### **Elderly and Disabled Housing**

Except for animals trained to assist the handicapped, Housing Authority residents living in housing projects designated for Elderly and Disabled may be allowed to keep other common household pets in addition to the small animal types listed above.

HUD defines a common household pet as a four-legged, warm-blooded, domesticated animal, such as a dog, cat, or rabbit, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles), birds of prey, other dangerous species, farm animals or poultry. The term pet has the same meaning as the term common household pet.

In designated Elderly and Handicapped housing, HUD requires certain rules (in addition to the All Housing pet Rules) be applied to pet residency

1 Pet owners must register their pets with HAB Development and update this registration annually. The registration includes sufficient information to identify the pet and to demonstrate that it is a common household pet, a veterinarian's certification of the pet's inoculation, and the name, address, and phone number of two responsible individuals who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

2 Only one common household Pet may be kept at any time. Except for animals trained to assist the handicapped, a pet must be under 25 pounds and less than 14 inches in height.

3 Common household *pets* must be appropriately and effectively restrained and under the physical control of a responsible individual while in the common areas of the housing project. A pet must be leashed while outside the Resident's home and in common areas of the building. Owners may not leave animals unattended at any time. Common areas of the building will only be used for the

purpose of passing to the outside of the building. Pets are not allowed in the lobbies, community room or laundry rooms, except for animals trained to assist the disabled.

4 Owners are responsible for promptly disposing of pet waste in the unit, in the common areas, or outside the building. Litter boxes be cleaned at least twice per week; waste and used litter must be securely bagged separately from other household waste prior to proper disposal. Pets will not be permitted to eliminate their waste on the lawns but shall use the Pet Potty area. The Pet Potty area outside the building will be cleaned regularly and the cleaning cost will be shared by owners whose pets use it.

5 An animal left unattended for twenty-four hours will be removed from the home by HAB Development. The individuals listed on the Pet Registration will be requested to take responsibility for the animal. If the individuals will not or cannot remove the animal, HAB Development will have the animal removed by the Humane Society or animal shelter. HAB Development will not be held responsible for the animal removed and transferred.

### **Animals Trained to Assist the Handicapped**

Animals trained to assist the handicapped are allowed in any housing project Unless specifically noted, Handicapped Residents and their animals are subject to the Pet Rules for All Housing and Elderly and Handicapped Designated Housing. Certification from a recognized agency will be required as proof of the animal's training; a copy of the certification will be maintained in the client's file record.

**XII. TENANT GRIEVANCE POLICY**

**LAUREL GARDENS**  
**Grievance Policy**

It is the policy of this property that all residents of the property have access to the main office of the management/owner of Laurel Gardens if they desire to speak to someone other than the on-site manager for any reason.

Pleasantview Applicants/Residents also have the right to appeal determinations made on eligibility, rent determination, charges and termination of assistance. To appeal a determination, please submit written request to management within 10 days of notice of determination to request a meeting. For that purpose, please note the following information:

**First line of contact for any concerns is:**

Manager: HAB DEVELOPMENT Staff

Telephone/Relay number: (406) 248-4111 711

FAX/Relay number: (406) 245-0336 711

**Second line of contact for any concerns is:**

Senior Asset Manager: Teddi Shorten

Telephone/Relay number: (406) 237-1911 711

FAX/Relay number: (406) 237-1951 711

**Third line of contact for any concern is:**

CEO/Executive Director: Patti Webster

Telephone/Relay number: (406) 237-1916 711

FAX/Relay number: (406) 237-1956 711

This property is subsidized through the following local Contract Administrator/HUD Office:

Montana Department of Commerce Project Based Section 8 Housing  
301 S. Park P.O. Box 200548  
Helena, MT 59620-0548  
(406) 841-2801

If you are a person with disabilities and you require a specific accommodation in order to fully utilize our programs and services, please contact HAB DEVELOPMENT well in advance of the grievance meeting so that we can make the necessary arrangements and/or provide you with information to request a reasonable accommodation.

### **XIII. VAWA (Violence Against Women's Act)**

No applicant for the Laurel Gardens who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

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

HAB DEVELOPMENT may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

HAB DEVELOPMENT may honor court orders regarding the rights of access or control of the property, including restraining orders, and other orders issued to protect the victim and to address the distribution or possession of property among household members where the family "breaks up."

There is no limitation on the ability of HAB DEVELOPMENT to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on HAB DEVELOPMENT terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

HAB DEVELOPMENT may require certification by the victim of victim status on such forms as HAB DEVELOPMENT and/or HUD shall prescribe or approve.

**HAB DEVELOPMENT offers an Emergency Transfer Plan for victims of Violence. If no units are available HAB DEVELOPMENT will give a Housing Choice Voucher (HCV) so the tenant can find a unit in a safe area. They will also be offered any other unit available in any other HAB DEVELOPMENT programs. If an HCV Voucher is not available HAB DEVELOPMENT will give the tenant a resource list of other programs and private units they may apply for. Tenants also receive a copy of Notice of Occupancy Rights under the Violence Against Women Act, and a Emergency Transfer Request Form. All information is given during the eligibility process, move in and each year during recertification.**

## Definitions

The same definitions of “domestic violence,” “dating violence,” and “stalking,” and of “immediate family member” are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions.

These are:

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(6) – “DOMESTIC VIOLENCE - The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is co-habiting with or has co-habited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows:

SEC 40002(a)(8) – “DATING VIOLENCE- The term ‘dating violence’ means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.”

3. *Stalking* – “means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ...”

3. *Immediate Family Member* - “means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.”