

**PART 2**  
***ELIGIBILITY REQUIREMENTS***

1. **Profile Requirements:**

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

- A. **Income Limits** - To be financially eligible, the applicant family must meet the income limits as defined in Appendix A; and
- B. **Family** - A Family may be: (1) a single person or a group of persons; (2) a family with a child or children; (3) a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides. A child who is temporarily away from the home because of placement in foster care is considered a member of the family.
- C. **Single Person Family** - A single person family may be: 1) an elderly person, 2) a displaced person; 3) a disabled/handicapped person; and 4) any other single person.

2. **Non-Economic Eligibility Criteria:**

In determining eligibility, the following factors shall apply: HUD "One Strike" Policy: Occupancy is denied and lease may be terminated for illegal drug activity, or alcohol abuse that is causing a disturbance to neighbors, or not meeting approved, supervised treatment plan.

- A. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
- B. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for the Authority to deny eligibility:
  - 1. An applicant's past performance in meeting financial obligations especially rent;
  - 2. A record of disturbance of neighbors, destruction of property, or unacceptable living or housekeeping habits;
  - 3. A determination by the Housing Authority that an applicant is illegally using a controlled substance; (see rejection policy)
  - 4. A determination by the Housing Authority that there is reasonable cause to believe that an applicant abuses alcohol in a way that may interfere with the

- health, safety, or right to peaceful enjoyment of the premises by other residents (see rejection policy);
5. A determination by the Housing Authority that there is reasonable cause to believe that the applicant's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; and
  6. A history of criminal activity involving crimes of physical violence to persons or property or a record of other criminal acts which would adversely affect the health, safety, or welfare of other residents, including gang activity (see rejection policy)
- C. In determining eligibility for admission, the Authority shall rely upon sources of information that may include, but not be limited to, the applicant (by means of interviews and/or home visits). Authority records, previous landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances. **Criminal background checks will only be printed and stored in a separate file for those applications that were rejected because of information in a criminal record check. (i) An applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. (ii) An applicant or participant claiming protected status under the Violence Against Women Act must so certify, via the LaCrosse County Housing Authority's HUD approved certification form. The form shall verify that the individual is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in the Statute. (iii) Such certification shall include the name of the perpetrator.**
- D. Prior to the execution of any lease between the Authority and applicant, the Authority will certify in writing that the family meets all conditions governing **Project specific eligibility including: copies of Social Security Numbers and Citizenship/immigration status.**
- E. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct (see rejection policy) and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects for example: evidence of rehabilitation; evidence of the applicants family's participation in or willingness to participate in social service or other appropriate counseling service programs and availability of such programs; evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

3. **Notification of Ineligibility:**

The Housing Authority must promptly notify any applicant determined ineligible for admission to a project of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, an opportunity for an informal hearing on such determination.

**PART 3**

***VERIFICATIONS***

As a condition of admission to, or continued occupancy of, any assisted unit under the public housing program, the Housing Authority shall require the family head and other such family members as it designates to execute a HUD approved release and consent authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or release to the Housing Authority and to HUD such information as the Housing Authority or HUD determines to be necessary. The Housing Authority shall also require the family to submit directly documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's adjusted income or tenant rent, for verifying related income, or for monitoring compliance with equal opportunity requirements. The use of disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this part or applying for assistance.

Tenant files will contain documentation of all verifications.

## PART 4

### ***TENANT SELECTION AND ASSIGNMENT POLICIES***

The Tenant Selection and Assignment Policies have been designed by the Housing Authority to take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a socially and financially sound low-income housing program which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. The LCHA distributes and accepts housing applications for processing Monday through Friday, 8 am to 4 pm. Applications are also available in our lobby at our main office 615 Plainview Rd, LaCrosse, and from our web site at: [www.lcha.net](http://www.lcha.net) . A drop box is available at the main office entry for after hours. If the LCHA has an opening with no family waiting on our waiting list, an advertisement will be placed in the regional paper/s, and applications will be accepted that respond to the advertisement. The first complete application with all background checks verified, and a \$50 earnest money deposit will be offered the apartment advertised. **Effective January 1, 2009 Applications will not be accepted for locations were the wait list exceeds one year. Please ask for listing of open applications.**

The Housing Authority, in order to attain a tenant population with a broad range of incomes representative of low-income families in the Housing Authority's jurisdiction, will select tenants from the waiting list with rent paying ability sufficient for the Housing Authority's housing program to maintain financial stability.

#### **In order to attain these goals.**

1. The Housing Authority will, on an annual basis, compare the actual distribution of incomes of all tenant families in residence in the Housing Authority's projects with the distribution of incomes of all low-income families in the Housing Authority's area of jurisdiction, and determine the average rent required to meet the average operating costs of the project.
2. The Housing Authority will not discriminate against any applicant because of race, color, religion, and sex of household head, national origin, marital status, familial status (including sexual orientation or gender identity), and handicap or receipt of public assistance. The Authority will not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g. unwed mothers or families with children born out of wedlock).
3. Each applicant will be assigned his/her appropriate place on a community-wide basis in sequence based upon date and time his/her application is received, suitable type or size of unit, and factors affecting preference or priority established by the Housing Authority's regulations. At a given time, the applicant first on the waiting list shall be offered a suitable unit at the location that contains the largest number of vacancies. If the applicant rejects the unit offered they are placed at the bottom of the waiting list, with the date of rejecting

apartment as their new application date. Rejecting an apartment a second time, applicant will be removed from the waiting list.

In carrying out the above plan, should the applicant present to the satisfaction of the Local Authority clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship not related to considerations of race, sex, religion, color, national origin or language, such as verified medical condition, or currently under a lease agreement, that would cause hardship, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant before placing his/her name at the bottom of the eligible list. For those Public Housing (HUD) applicants under a lease agreement, who cannot sign a LCHA lease and pay for the LCHA property when it is ready lease; the LCHA may waive the rent for up to 30 days. Rent days waived cannot exceed the end lease date of applicant. The applicant must be approved, final determination of eligibility, and sign the lease on the date the apartment is offered as available by the LCHA. This offer does not apply to applicants still residing at another assisted apartment or public housing agency. Residents cannot live in two assisted housing apartments at one time.

4. The Housing Authority, in selecting eligible applicants to fill available units of suitable size, will give preference to applicants who are otherwise eligible for assistance and who, at the time they are seeking housing assistance, for a one bedroom apartment. Preference will be given to elderly or disabled over other applicants, or persons on the waiting list, for the one-bedrooms. Whispering Pines I reserved for persons age 50 + & WP II are reserved for persons 62 or older only.
5. Reassignment or transfers to other dwelling units shall be made without regard to race, color, national origin, religion, creed, sex, age or handicap as follows:
  - A. Tenants shall not be transferred to a dwelling unit of equal size either within the same community except for alleviating hardships as determined by the Executive Director or his/her designee;
  - B. Transfers within a community shall be made to correct occupancy standards;
  - C. Transfers required to comply with occupancy standards shall take precedence over new admissions.
6. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the tenants or project environment the Housing Authority will follow the requirements as defined in Part 2, (2)(B) of this Policy.

**PART 5**  
***FEDERAL PREFERENCES - DO NOT APPLY***

**1. General:**

- A. In selecting applicants for admission the Housing Authority must give Preference to Applicants who are otherwise eligible for assistance and who, at the time they are seeking housing assistance, are involuntarily displaced, living in substandard housing, or paying more than 50 percent of Family Income for rent.
  
- B. The HRA must inform all Applicants for assistance of the availability of the Federal preferences, and must give all Applicants an opportunity to show that they qualify for a Preference. For purposes of this paragraph, Applicants include Families on any waiting list for assistance maintained by the HRA when this Section is implemented or thereafter.

**2. Applying the Federal Preferences:**

The LaCrosse County Housing Authority does not give any federal or local preferences.

**3. Qualifying for a Federal Preference:**

- A. An Applicant qualifies for a Federal Preference if:
  - 1. The Applicant has been involuntarily displaced and is not living in standard, permanent replacement housing, or, within no more than six months from the date of certification and/or verification (as appropriate), the Applicant will be involuntarily displaced; or
  - 2. The Applicant is living in substandard housing, or Homeless or living in a shelter for the homeless;
  - 3. The Applicant is paying more than 50 percent of Family income for rent for at least 90 days.

For purposes of Paragraph (A)(1), of this Section, "standard, permanent replacement housing" is housing that; (a) is decent, safe, and sanitary; (b) is adequate for the Family size; and (c) the Family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence as defined in Paragraph (4) (A) (4), of this Section, does not include

the housing unit in which the Applicant and the Applicant's spouse/co-head or other member of the household who engages in such violence live.

- B. An Applicant may not qualify for a Federal preference as defined in Paragraph (3) (A) (3), of this Section if the Applicant is paying more than 50 percent of Family income to rent a unit because the Applicant's housing assistance under the United States Housing Act of 1937 or Section 101 of the Housing and Urban Development Act of 1965 with respect to that unit has been terminated as a result of the Applicant's refusal to comply with applicable program policies and procedures with respect to the occupancy of under occupied and overcrowded units.
4. **Definition of Involuntary Displacement:** An Applicant is or will be involuntarily displaced if the Applicant has vacated or will have to vacate his/her housing unit as a result of one or more of the following actions:
- A. **Displacement by Disaster** An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.
  - B. **Government Action:** Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.
  - C. **Housing Owner's Action:** Action by a housing owner forces the applicant to vacate its unit. An applicant does not qualify as involuntarily displaced because action by a housing owner forces the applicant to vacate its unit unless: 1) the applicant cannot control or prevent the owner's action; 2) occurs although the applicant met all imposed conditions of occupancy; and 3) the action taken by the owner is other than a rent increase.

The reasons for a tenant's involuntary displacement by owner action includes, but is not limited to the following: 1) conversion of the unit to non-rental/residential use; 2) closing of the unit for rehab or any other reason; 3) notice by owner to vacate a unit because the owner wants the unit for personal or family use or occupancy; 4) sale of the unit, in which an applicant resides under an agreement which requires the unit to be vacant when possession is transferred; 5) any other legally authorized act that results or will result in withdrawal of the unit from the rental market.

Such reasons do not include the vacating of a unit by a tenant as a result of actions taken by the owner because the tenant refuses: 1) to comply with HUD program policies and procedures for the occupancy and under-occupied or overcrowded units; or 2) to except a transfer to another housing unit in accordance with a court decree or in accordance with policies and procedures under a HUD-approved desegregation plan.

- D. Domestic Violence of a Recent or continuing nature that results in the applicant: 1) vacating a unit because of domestic violence; or 2) living in a unit with an individual who engages in such domestic violence.

“Domestic violence” means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

For an applicant to qualify as involuntarily displaced because of domestic violence: 1) the Housing Authority must determine that the domestic violence occurred recently or is of a continuing nature; and 2) the applicant must certify that the person who engaged in such violence will not reside with the applicant family unless the Housing Authority has given advance written approval. If the family is admitted, the Housing Authority may deny or terminate assistance to the family for breach of this certification.

- E. Displacement to avoid reprisals: An applicant family is involuntarily displaced if: 1) family members provided information on criminal activities to a law enforcement agency, and 2) based on a threat assessment, the law enforcement agency recommends rehusing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information. The Housing Authority may establish appropriate safeguards to conceal the identity of families requiring protection against such reprisals.
- F. Displacement by hate crimes: An applicant family is involuntarily displaced if: 1) one or more members of the applicant's family have been the victim of one or more hate crimes; and 2) the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

"Hate crime" means actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

The Housing Authority must determine that the hate crime involved occurred recently or is of a continuing nature.

- G. Displacement by inaccessibility of unit: An applicant family is involuntarily displaced if: 1) a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and 2) the owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.



- H. Displacement because of HUP disposition of multifamily project includes: a displacement because of disposition of a multifamily rental housing project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.
5. Definition of Substandard Housing: Given to residents of inadequate housing and for the homeless.
- A. A housing unit is substandard if it:
1. Is dilapidated;
  2. Does not have operable indoor plumbing;
  3. Does not have a useable, flush toilet inside the unit for the exclusive use of the family;
  4. Does not have a useable bathtub or shower inside the unit for the exclusive use of the family;
  5. Does not have electricity or has unsafe or inadequate electrical service;
  6. Does not have a safe or adequate source of heat;
  7. Should, but does not, have a kitchen, or;
  8. Has been declared unfit for human habitation by an agency or unit of government.
- B. A housing unit is dilapidated if: 1) the unit does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or 2) the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair, or rebuilding. The defects may involve original construction, or may result from continued neglect or lack of repair or from serious damage to the structure.
- C. Status of SRO housing: In determining whether an individual living in single room occupancy (SRO) housing qualifies for Federal preference, SRO housing is not considered substandard solely because the unit does not contain sanitary or food preparation facilities.
- D. The homeless family includes any person or family that 1) lacks a fixed, regular and adequate nighttime residence; and also 2) has a primary nighttime residence that is: a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); b) an institution providing temporary residence for persons intended to be institutionalized, or; c) a public or private place not designed for or intended for use as sleeping accommodations for human beings.

A "homeless family" does not include individuals imprisoned or detained by an Act of the Congress or a State law.

6. Definition of Family Income: For purposes of this Section, Family Income is Monthly Income, as defined in Part 1, of this Policy.
7. Definition of Rent Burden: Given to families or individuals paying more than 50% of their income for rent for at least 90 days. The definition of rent includes:
  - A. The monthly amount due under a lease or occupancy agreement between a family and the family's current landlord.
  - B. The cost of family-purchased utilities determined, at the option of the applicant, either by: 1) The PHA utility allowance, or; 2) the average monthly utility payments actually made for the most recent 12 month period or if information is not obtainable for the entire period, for an appropriate recent period, reduced by any amounts paid by any energy assistance program.

An applicant does not qualify for a "Rent Burden" preference if: 1) the applicant has been paying more than 50 percent of income for rent for less than 90 days; and 2) the applicant is paying more than 50 percent of family income to rent a unit because the applicant's housing assistance for occupancy of the unit, under any of the following programs, has been terminated because of the applicant's refusal to comply with applicable program policies and procedures on the occupancy of under occupied and overcrowded units. (The Section 8 programs or public and Indian housing programs under the United States Housing Act of 1937; the Rent Supplement Program under Section 101 of the Housing and Urban Development Act of 1965; or Rental Assistance Payments under Section 236(f)(2) of the National Housing Act).

8. Certification of Federal Preference: An applicant may claim qualification for a Federal preference by certifying to the Housing Authority that the family qualifies for Federal preference. The Housing Authority must accept this certification, unless the Housing Authority verifies that the applicant is not qualified for Federal preference.
9. Prohibition of Preference: If an applicant was evicted for drug-related criminal activity the Housing Authority may not give a preference to an applicant (Federal preference, ranking preference or local preference) if any member of the family is a person who was evicted during the past three (3) years because of drug-related criminal activity from housing assisted under a 1937 Housing Act Program. However; The Housing Authority may give an admission preference in any of the following cases:

- A. The Housing Authority determines that the evicted person has successfully completed a rehabilitation program approved by the Housing Authority,
  - B. The Housing Authority determines that the evicted person clearly did not participate in or know about the drug-related criminal activity;
  - C. The Housing Authority determines that the evicted person no longer participates in any drug-related criminal activity.
10. Verification of Federal Preference: Before an applicant is admitted on the basis of a Federal preference, the applicant must provide information needed by the Housing Authority to verify that the applicant qualifies for a Federal preference because of the applicant's current status. The applicant's current status must be determined without regard to whether there has been a change in the applicant's qualification for a Federal preference between the times of application.

Once the Housing Authority has verified an applicant's qualification for a Federal preference, the Housing Authority need not require the applicant to provide information needed by the Housing Authority to verify such qualification again unless:

- A. The Housing Authority determines reverification is desirable because a long time has passed since verification; or
  - B. The Housing Authority has reasonable grounds to believe that the applicant no longer qualifies for a Federal preference.
11. Effect of Current 'Residence in Assisted Housing:

No applicant is to be denied a Federal preference for which the family otherwise qualifies on the basis that the applicant already resides in assisted housing; for example, the actual condition of the housing unit must be considered, or the possibility of involuntary displacement resulting from domestic violence must be evaluated and selection for admission, including a change from one Federal preference category to another.

12. Notice and Opportunity/or a Meeting Where federal Preference is Denied.

- A. If the Housing Authority determines that an Applicant does not qualify for a Federal preference, ranking preference, or local preference claimed by the applicant, the Housing Authority must promptly give the applicant written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with a Housing

Authority representative to review the determination. The meeting may be conducted by any person or persons designated by the Housing Authority who may be an officer or employee of the Housing Authority including the person who made or reviewed the determination or a subordinate employee.

- B. The Applicant may exercise other rights if the Applicant believes that he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability or familial status.

**PART 6**  
**OCCUPANCY STANDARDS**

**Dwelling units will be assigned as follows:**

- A. No more than two (2) persons would be required to occupy a bedroom
- B. Persons of different generations, persons of opposite sex, (other than spouse/co-heads) and unrelated adults would not be required to share a bedroom;
- C. Children (including foster children) of the same sex share a bedroom;
- D. Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents;
- E. A live-in care attendant who is not a member of the family should not be required to share a bedroom.

**Following is the range of persons per bedroom:**

Number of Bedrooms:	Number of Persons:	
	Minimum	Maximum
<b>1</b>	<b>1</b>	<b>2</b>
<b>2</b>	<b>2</b>	<b>4</b>
<b>3</b>	<b>3</b>	<b>6</b>
<b>4</b>	<b>5</b>	<b>8</b>

If, because of a physical or mental handicap of a household member or a person associated with that household, a family may need a unit that is larger than the unit size suggested above.

Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family will be transferred to the proper size unit as soon as one becomes available.

**PART 7**  
**WAITING LIST**

1. One waiting list will be maintained for all low rent projects. The housing application allows the applicant to select cities or towns within LaCrosse County where the LCHA provides housing. Sites within a community are assigned by the LCHA determined by income, family size, and other program or funding eligibility restrictions. The waiting list will consist of apparently eligible applicants, based on type and size of unit required, factors affecting preference, and date and time the application was received. Application forms will be completed to the extent that all factors of eligibility are included and the Authority on the apparent eligibility status of the applicant can make a determination.
2. Contact will be made at least annually with apparently eligible persons on the waiting list to keep a current list of persons actually remaining interested in, and apparently eligible for housing.
3. The Waiting List will be maintained as defined in Part 4 and Part 5, of this Policy.

## ***PART 8 - SCHEDULE OF RENTS***

For tenants in occupancy on or after January 26, 1996, the Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

- A. 30% of monthly adjusted income;
- B. 10% of monthly income;
- C. Welfare rent in as-paid states; or
- D. \$25 minimum rent (referrals to Couleecap, W2, churches, Salvation Army).

It is possible for families to still qualify for a utility reimbursement despite the change in the minimum rent law. For instance, if a family's TIP is the minimum \$25 and the HA's utility allowance is \$60, the family would receive a utility reimbursement of \$35 for tenant-purchased utilities.

**NOTE:** The minimum rent policy became law on January 26, 1996 (Public Law No. 104-99) .

The Quality Housing and Work Responsibility Act of 1998 established a ruling that Public Housing Authorities establish and give new admissions and recertifying families a choice of a flat or income based rent. Then income based rent determination procedures shall remain the same as current law. The flat rent are to be based on “the reasonable market value of the unit” and not “exceed the actual monthly costs to the PHA attributable to providing and operating the dwelling unit”. (Rules regarding the minimum rent apply). The LCHA annually in October will average the rents advertised in the regional paper/s based on bedroom size to determine our flat rents. New admissions and recertifying families will be offered a choice between this established flat rent or an income based rent computed according to the most current HUD occupancy handbook. Current rents effective November 1, 2011 are as follows:

1 bedroom - \$483    2 bedroom - \$635    3 bedroom - \$843    4 bedroom - \$1035

The Work and Responsibility Act of 1998 also requires that all adult eligibility for Public Housing to include employment or community service in lieu of. The LCHA has defined employment as working at least 20 hours per week. The LCHA has adopted the regulatory definition of community service: “voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self sufficiency, or increase resident self responsibility in the community.” Under the enhance resident self-sufficiency” section, the LCHA includes registration and attendance at a job training or institution of higher learning. The minimum hours of community service needed to meet HUD requirement is 8 hours per month. If a Tenant is not employed (20 hours week minimum) or providing at least 8 hours of community service (see definition above) we are not authorized to renew the lease. Public Housing leases are month to month, which means Tenants would have 30 days to provide community service documentation, vacate, or pay the market rent established for your bedroom size (see these listed above).

## PART 9

### *ADDITIONAL CHARGES*

1. **Security Deposit:**

Each Tenant is required to pay a security deposit in an amount determined by the Authority. Such payments must be made prior to occupancy, unless other arrangements are made with the management. The security deposit will be held until the tenant moves out and will be returned within twenty-one (21) days with interest if the following conditions are met:

- A. There is not unpaid rent or other charges for which the tenant is liable;
- B. The apartment and all equipment are left reasonably clean and all trash and debris has been removed by the tenant;
- C. There is no breakage or damage which is not due to normal wear; and
- D. All keys issued to the tenant are turned into the Management Office when the tenant vacates the apartment.

The security deposit may not be used during occupancy to pay charges. Interest on the security deposit must be returned to the tenant and can be applied toward unpaid rent or other charges. The amount of Security Deposit required is defined in Appendix B.

2. **Excess Utility Consumption:**

Where the utilities are included in the contract rent as defined in Appendix C, the Authority will charge each tenant for utility usage in excess of necessary amounts. These charges will be determined either by a Schedule of Charges for use of Tenant-Supplied Major Appliances as defined in Appendix C, or by individual check metering where the Authority will charge for actual usage in excess of the established necessary amounts.



## ***PART 10***

### **LEASING**

1. Prior to admission a lease shall be signed and dated by the family head and spouse/co-head and by the Authority.
2. The lease is to be current at all times and must be compatible with Authority Policies as well as state and Federal law.
3. Notices of Rent Adjustments will be issued to amend the dwelling lease and signed and dated by both the Authority and the tenant. This procedure provides formal acknowledgement of the rent change and documents that appropriate notice has been provided to tenants who incur rent increases.

Documentation will be included in the tenant file to support proper notice.

4. Schedules of special charges for services, repairs and utilities, and rules and regulations, which are required to be incorporated in the lease by reference, shall be publicly posted in a conspicuous manner in the project office and shall be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty day written notice is given, to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective.

A copy of such notice shall be:

- A. Delivered directly or mailed to each tenant; or
  - B. Posted in at least three conspicuous places within each structure or building on which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
5. A written rider to the lease signed by both parties must accomplish any modifications of the lease.

## PART 11

### ***REEXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS***

1. The PHA must reexamine income and composition of all tenant families at least once every twelve (12) months and determine whether the family's unit size is still appropriate.
2. The Authority will require a fact sheet, and authorization form, from each family, signed by the head of the family or the spouse/co-head which will set forth in adequate detail all data and information necessary to enable the Authority to determine; (1) the rent to be charged; and (2) the size of the apartment required.

Verifications will be followed as defined in Part 3, of this Policy.

3. The PHA shall not commence eviction proceedings, or refuse to renew a lease, based on the income of the tenant family unless; a) it has been identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size at a rent not exceeding the tenant rent as defined by the Authority for the purpose of determining rents; or b) it is required to do so by local laws.
4. Once rent is established, such rental rate shall remain in effect until the next annual reexamination, special reexamination or an interim rent adjustment for an unanticipated change in income or family composition. Anytime any of the following circumstances occur rent and income will be reviewed and rent adjusted as defined in Part 8, of this Policy:
  - A. A decrease in Family Income which would lower the rent as defined in Part 8, of this Policy; will take effect the first of the next month the decrease is reported.
  - B. A change in Family composition that would increase/decrease the rent as defined in Part 8, of this Policy.
5. Increases in rent resulting from rent reviews and interim rent adjustments are to be effective the first of the second month following the change.
6. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the apartment occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Standards in Part 6, Management shall give notice of at least thirty (30) days to the tenant that the tenant will be required to move to another unit, as soon as one is available.
7. In the event it is found that a tenant has misrepresented to Management the facts upon which his/her rent is based, so that the rent paid is less than should have been charged, the increase

in rent shall be made retroactive to the date the change should have been made. If management determines that tenant has gained admission or remained in occupancy in the Housing Authority's project through tenant's willful misrepresentation of income or assets. Management shall notify the tenant that the tenant has thirty (30) days to find other housing and vacate the leased premises.

## PART 12

### LEASE TERMINATIONS

1. The tenant may terminate the lease by providing the Authority with one month or notice as defined in the lease agreement.
2. The lease may be terminated by the Authority at any time by the giving of written notice for good cause such as but not limited to nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent; failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification; assignment or subleasing of the premises or providing accommodation for boarders or lodgers; use of the premises for purposes other than solely as a dwelling unit for the Tenant and the Tenant's household as identified in the Lease, or permitting its use for any other purpose; failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing project and the Tenants; failure to abide by applicable building and housing rules materially affecting health or safety, including LCHA non-smoking policy; failure to dispose of garbage, waste and rubbish in a safe and sanitary manner, failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner; acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts; failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas; any activity not just criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority; any drug-related criminal activity on or off the premises, not just on or near the premises, pattern of illegal use of a controlled substance and/or alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; or other good cause. **According to the Violence Against Women Act: an incident or incidents of 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. Criminal activity directly relating to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, or stalking. The LaCrosse County Housing Authority may terminate assistance to remove a lawful occupant or tenant who engages in criminal acts of violence to family members or others without terminating assistance/evicting victimized lawful occupants.**

If the Housing Authority proposes to terminate the Lease, written notice of the proposed termination will be given as follows:

- A. At least fourteen (14) days prior to termination in the case of failure to pay rent;
  - B. A reasonable time based on the urgency of the situation in the case of; a creation or maintenance of a threat to health or safety of other Tenants or Landlord's employees,
  - C. At least thirty (30) days prior to termination in all other cases.
3. Notice of termination to tenant shall state reasons for the termination, shall inform the tenant of his/her right to make such reply as he/she may wish and of his/her right to request a hearing as defined in Part 13, of this Policy.
  4. Grievances or appeals concerning the obligations of the tenant or the Authority under the provisions of the Lease shall be processed and resolved as defined in Part 13, of this Policy, which is in effect at the time such grievance or appeal arises. The Authority is not required to provide for a grievance hearing when the tenant owes any outstanding rent or other charges to the Authority unless the grievance concerns the amount of such rent or charges and such amount is placed in escrow as required by the Grievance Procedure of the Authority.

## PART 13

### GRIEVANCE PROCEDURES

#### 1. Definitions:

- A. A "Grievance" is any dispute that a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations that adversely affect the individual tenant's rights, duties, welfare or status.
- B. A "Complainant" is any tenant whose grievance is presented to the Housing Authority or at the project management office informally or as part of the informal hearing process.
- C. A "Tenant" is the adult person(s) (other than live-in aide) who resides in the unit, and who executed the Lease with the Housing Authority as lessee of the dwelling unit, or, if no such person now resides in the unit, one who resides in the unit, and who is the remaining head-of-household of the tenant family residing in the dwelling unit.
- D. A "Hearing Officer or Panel" shall mean at least 3 persons consisting of LCHA Commissioners or office staff selected to hear grievances and render a decision.
- E. The "Elements of Due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  2. Right of the tenant to be represented by counsel;
  3. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  4. A decision on the merits.
- F. A "Resident Organization" includes a Resident Management Corporation.

2. **Grievance Procedure.**

A. **Informal Grievance Procedures.**

1. Any grievance shall be personally presented orally or in writing to the Housing Authority office or to the Complainant's project office. (If the grievance is written, it must be signed and dated by the Complainant.) The grievance must be presented within a reasonable time, not in excess of the first working day after the fifth (5<sup>th</sup>) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify; (a) the particular ground(s) upon which it is based; (b) the action requested; and (c) the name, address and telephone number of Complainant and similar information about his/her representative, if any.
2. The purpose of this initial contact is to discuss and hopefully resolve grievances without the necessity of a formal hearing.
3. Within five (5) working days, a summary of this discussion will be given to the Complainant by a Housing Authority representative, one copy to be filed in the Housing Authority's tenant file.
4. The summary will include; names of participants, date of the meeting, nature of the proposed disposition, and specific reasons therefore; and shall specify steps by which a formal hearing can be obtained if the complainant is not satisfied.
5. After exhausting procedures outlined above, if the Complainant is dissatisfied with the proposed disposition of the grievance, he/she is entitled to a hearing before a Hearing Officer or Panel. He/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
6. If the Complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the Housing Authority's proposed disposition of the grievance will become final. Failure to request a hearing shall in no way constitute a waiver of the Complainant's right to contest the Housing Authority's disposition of his/her grievance in an appropriate judicial hearing.

3. **Procedures to Obtain a Hearing:**

A. **Informal Prerequisite**

1. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as defined in Section 2(A)(1) above, as a prerequisite to a formal hearing. If the Complainant shall show good cause why he/she failed to proceed as defined in Section 2(A)(1) above, to the Hearing Officer or Panel, the provisions of this subsection may be waived by the Hearing Officer or Panel.
2. If the Complainant does not request a hearing within the time period allowed in Section 2(A) (5) above, he/she waives his/her right to the hearing, and proposed disposition of the grievance will become final. This shall not; however, constitute a waiver of the Complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. **Escrow Deposit.**

1. Before a hearing is scheduled in any grievance involving an amount of rent the Housing Authority claims is due, the Complainant shall pay to the Housing Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.
2. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Official or Panel.
3. The requirements as defined in Section 3(B)(1) and (2) above, may be waived by the Housing Authority in extraordinary circumstances.
4. Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
5. Failure to make such payments shall not constitute a waiver of any right the Complainant may have to contest the Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.



4. **Selection of a Hearing Officer or Panel.**

- A. The Hearing Panel shall consist of at least two commissioners of the Housing Authority, other than a person who made or approved the Housing Authority action under review or a subordinate of such person.
- B. The Housing Authority may provide for the appointment of a Hearing Officer or Panel by any method which is approved by a majority of tenants recommendations submitted by Tenant Organizations during the annual 45 day public comment period, shall be considered by the Housing Authority when updating A & O and grievance policies.

5. **Scheduling.**

- A. Upon Complainant's compliance with Section 3 (A) and (B) above, a hearing shall be scheduled by the Hearing Officer or Panel promptly for a time and place reasonably convenient to both the Complainant and the Housing Authority.
- B. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate Housing Authority official.

6. **Expedited Grievance Procedure: (Not Applicable)**

In the case of a grievance conducted under the expedited grievance procedure, the informal hearing is bypassed.

7. **Procedures Governing the Hearing:**

- A. The hearing shall be held before a Hearing Officer or Panel as appropriate.
- B. The Complainant shall be afforded a fair hearing providing the basic safeguard of due process which shall include:
  - 1. The opportunity to examine before the grievance hearing and at the expense of the Complainant, to copy all documents, records and regulations of the Housing Authority that are directly relevant to the hearing. If the Housing Authority does not make the document available for examination upon request by the Complainant, the Housing Authority will not rely on such document at the grievance hearing;
  - 2. The right to a private hearing unless the Complainant requests a public hearing;

3. The right to be represented by counsel or other person chosen as his/her representative, and to have such person make statements on the tenant's behalf;
  4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. If the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding they may render a decision without proceeding with the hearing.
- D. If the Complainant or Housing Authority fail to appear at the scheduled hearing, the Hearing Officer or Panel may make a determination to postpone the hearing for not to exceed five (5) working days, or take a determination that the party has waived his/her right to a hearing. Both parties will be notified of the determination provided that such a determination in no way waives the Complainant's right to appropriate judicial proceedings.
- E. At the hearing, the Complainant must first make a showing of an entitlement of the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Authority actions or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the Hearing Officer or Panel in such a way to be:
1. ***Informal*** - Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
  2. ***Orderly*** - The Hearing Officer or Panel shall require that the Housing Authority, Complainant, counsel and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. The Complainant or Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. The Housing Authority will provide reasonable accommodations for person with disabilities to participate in the hearing.

1. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the tenant is visually impaired, any notice that is required under this procedure will be in an accessible format.

8. **Decision of the Hearing Officer or Panel:**

- A. Within ten (10) working days following the hearing, the Hearing Officer or Panel shall give the Complainant and Housing Authority a written decision including reasons therefore. The Housing Authority will file one copy in the tenant file and maintain another copy with names and identifying references deleted for a prospective Complainant, his/her representative, or Hearing Officer or Panel.
- B. The decision of the Hearing Officer or Panel shall be binding on the Housing Authority which shall take all actions necessary to comply with the decision unless the Housing Authority determines, within a reasonable time, and or notifies the Complainant that:
1. The grievance does not concern Housing Authority action or failure to act in accordance with or involving the Complainant's Lease on Housing Authority regulations that adversely affect the Complainant's rights, duties, welfare or status.
  2. The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- C. A decision by the Hearing Officer or Panel or Housing Commissioners in favor of the Housing Authority or which denies the relief requested by the Complainant in whole or part-shall not constitute a waiver of, nor affect in any manner whatever, the rights the Complainant may have to a new trial or judicial review in any proceedings, which may thereafter be brought in the matter.

9. **Housing Authority Eviction Actions:**

A notice to vacate which is required by State or local law may be combined with or run concurrently with a notice of lease termination. The tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the grievance process has been completed (so long as the hearing was requested in a timely manner).

10. Lease terminations due to violation of the HUD "One Strike and You're Out" policy do not have the right to the LaCrosse County Housing Authority's Grievance Procedures.

**RESOLUTION NUMBER (50.0185 Rev 8)**

**Regarding HUD's One Strike**

**DATE ADOPTED: March 13, 2001**

**APPENDIX A**

***INCOME LIMITS FOR OCCUPANCY***

<b>In Family</b>	<b>30%CMI 50%CMI 60%CMI</b>
<b>1</b>	See Resident Selection Criteria
<b>2</b>	See Resident Selection Criteria
<b>3</b>	See Resident Selection Criteria
<b>4</b>	See Resident Selection Criteria
<b>5</b>	See Resident Selection Criteria
<b>6</b>	See Resident Selection Criteria
<b>7</b>	See Resident Selection Criteria
<b>8</b>	See Resident Selection Criteria

## **APPENDIX B**

### ***SECURITY DEPOSIT***

The Security Deposit for tenants of family housing is \$ one month's rent or \$50 (the greater of the two.)

The Security Deposit for tenants of elderly housing is \$ one month's rent or \$50 (the greater of the two.)

The Security Deposit for pets in ALL our housing is \$300 (except service animals.)

## APPENDIX C

### UTILITY ALLOWANCES

*{Applies to Family Public Housing Projects Only}*

<b>UTILITY TYPE</b>	<b>1 Bedroom</b>	<b>2 Bedroom</b>	<b>3 Bedroom</b>	<b>4 Bedroom</b>	<b>5 Bedroom</b>
<b>HEAT</b>	\$	\$	\$	\$	\$
<b>COOKING FUEL</b>	\$	\$	\$	\$	\$
<b>ELECTRIC</b>	\$	\$	\$	\$	\$
<b>HOT WATER</b>	\$	\$	\$	\$	\$
<b>SEWER</b>	\$	\$	\$	\$	\$
<b>TRASH REMOVAL</b>	\$	\$	\$	\$	\$
<b>OTHER</b>	\$	\$	\$	\$	\$
<b>TOTALS*</b>	<b>\$NA</b>	<b>\$94</b>	<b>\$115</b>	<b>\$143</b>	<b>\$NA</b>
<b>*Subtract from tenant rent to arrive at total tenant payment.</b>					

The utility allowance schedule is based on utility consumption of major appliances such as heating furnace, hot water heater, range and refrigerator. The electricity allowance also includes consumption for minor electric appliance such as toasters and can openers.

Tenants may supply and use other major appliances with Authority approval (e.g. air conditioners, freezers), but the utility cost of these appliances is paid by the tenant.

### ***EXCESS UTILITY CHARGES***

Tenants utilizing the following appliances and/or services are required to pay the following amounts:

<b><i>ITEM</i></b>	<b><i>Amount Paid in Addition to Rent by Tenant</i></b>
<b><i>Air Conditioner (\$40)</i></b>	<b><i>\$10 per month (May-August)</i></b>
<b><i>Extra Refrigerator</i></b>	<b><i>\$ NA per month</i></b>
<b><i>Freezer</i></b>	<b><i>\$ NA per month</i></b>
<b><i>Headbolt Heater</i></b>	<b><i>\$ NA per month</i></b>
<b><i>Cable Television</i></b>	<b><i>\$ NA per month</i></b>
<b><i>Other:</i></b>	<b><i>\$ NA per month</i></b>



## APPENDIX D

### *RENT COLLECTION POLICY*

The following Rent Collection Policy shall govern for the Housing and Redevelopment Authority of LaCrosse County:

1. Rents are due and payable on the first (1st) day of every month, but no later than 4 p.m. the fifth (5th) calendar day of the month.
2. If the Tenant's rent payment cannot be made on or before the fifth of each month, it is the tenant's responsibility to contact the Landlord prior to the first of the month to request an extension of the due date. If the landlord agrees to the extension, a written agreement will be signed by the Tenant indicating the date on which the Tenant will make full payment of rent due.
3. Any rent payment made after 4 p.m. of the fifth (5th) of the month shall be considered delinquent. All delinquent accounts shall be assessed a penalty fee after the fifth (5th) day of \$ 5.00 (\$25 Cedar Meadows) and \$ 1 per day (WHEDA scattered sites only) thereafter not to exceed \$ 26. If the rent and penalty are not paid, an pay or vacate notice will be issued on or about the sixth (7th) of the month, demanding payment in full, or surrender of the premises within legal time requirements.
4. A 2nd pay or vacate in a 12 month period may result in a 14 day notice to vacate.
5. If payment is not made or the premises surrendered, as required, legal proceedings will be instituted for possession of the dwelling.

Any deviation from the above policy must be approved in writing from the Executive Director and will be done so in cases of extreme emergency or hardship only.

**RESOLUTION # 50.0185**

**DATE ADOPTED: 1985**