

KANKAKEE COUNTY HOUSING AUTHORITY
185 NORTH ST. JOSEPH STREET
KANKAKEE, IL 60901

ADMISSIONS AND CONTINUED
OCCUPANCY POLICY



*Adopted: 3/21/23
Resolution # 14-17
Effective Date: April 1, 2023*

TABLE OF CONTENTS

	Page
I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY.....	1
II. ELIGIBILITY FOR ADMISSION	2
A. Criteria for Eligibility	2
B. Criteria for Ineligibility	2
C. Waiver for Criteria for Ineligibility for Drug-Related and/or Alcohol Abuse.....	3
D. Eligibility Restrictions Regarding Noncitizens	3
E. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide	6
F. Tenant Selection Criteria	6
G. Verification of Final Eligibility Determination	7
III. APPLICATION FOR ADMISSION	10
A. Application Intake.....	10
B. Criteria for Placement on Waiting List.....	11
C. Maintaining an Active Waiting List	11
D. Responsibility to Report Changes.....	11
E. Removal from the Waiting List	11
F. Record Keeping	12
G. Eligibility Determinations.....	12
IV. SELECTION FROM THE WAITING LIST	13
A. Overview/Preferences	13
B. Income Targeting.....	13
C. Unit Offers	14
V. UNIT SIZE AND OCCUPANCY STANDARDS	15
A. Appropriate Unit Size	15
B. Factors in Dwelling Size Determination.....	15
C. Bedroom Size Determination for Single Pregnant Individuals.....	15
D. Reasonable Exceptions in Emergency Situations	15
E. Requirements for Live-In Aide	16
F. Handicap Accessible Units	16

TABLE OF CONTENTS (Cont'd)

	Page
VI. LEASE.....	16
A. Lease Execution	16
B. Eight Hour Service Requirement	17
C. Tenant Orientation	19
D. Dwelling Unit Inspection Policy	19
E. Rent, Other Charges, and Rent Adjustments	20
VII. REEXAMINATION OF INCOME AND FAMILY COMPOSITION, ADJUSTMENTS AND OTHER ANNUAL REQUIREMENTS.....	22
A. Reexamination Procedures.....	22
B. Eligibility for Continuing Occupancy	27
C. Interim Reexaminations	28
D. Changes in Household Composition.....	29
E. Visitors.....	30
VIII. UNIT TRANSFERS.....	30
A. Introduction.....	30
B. Type of Transfers	30
C. Unit Offers	32
D. Extended Family	32
E. Revision of Suspension of Transfer Policy.....	32
IX. TERMINATIONS.....	32
A. Termination Notices.....	32
B. Reasons for Termination.....	33
C. Written Records	35
D. Abandonment of the Unit.....	36
X. POSTING REQUIREMENTS/REVISIONS	37
A. Posting Requirements	37
B. Revisions	37

TABLE OF CONTENTS (Cont'd)

	Page
XI. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION.....	37
XII. MISREPRESENTATION.....	37
XIII. GRIEVANCE PROCEDURE.....	38
XIV. PET POLICY	38
XV. RELOCATION	38
APPENDICES	
APPENDIX A: INFORMAL REVIEW PROCEDURES	40
APPENDIX B: GLOSSARY OF TERMS	42
APPENDIX C: DECONCENTRATION ANALYSIS AND POLICY	55
APPENDIX D: CARBON MONOXIDE ALARM DETECTOR ACT.....	56
APPENDIX E: ANNUAL INCOME LIMITS.....	57

POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

It is the intent of the Kankakee County Housing Authority (hereinafter referred to as KCHA) to provide safe, decent housing for eligible lower income tenants and families and to promote self-sufficiency and economic independence. KCHA will not discriminate because of race, color, gender, sexual preference, religion, age, disability, ancestry, national origin, marital status, family composition or lawful source of income in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contribution under the United States Housing Act of 1937, as amended or with the State of Illinois or in the use or occupancy thereof.

It is the policy of KCHA to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted.

KCHA shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of KCHA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals' records maintained by KCHA. Therefore, KCHA shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits KCHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

KCHA is committed to identifying and eliminating situations, which create barriers to equal housing for all. In accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, KCHA will make such procedural, administrative, location, or physical changes as will reasonably accommodate persons with disabilities and which do not impose an unreasonable burden either administratively or financially on KCHA.

II. ELIGIBILITY FOR ADMISSION

A. Criteria for Eligibility

It is the policy of KCHA to admit to public housing only eligible applicant families according to the following criteria:

1. Those who qualify as a family, single person, elderly person, near-elderly person, displaced family or remaining adult member of a tenant family (see Appendix B-Glossary of Terms).
2. Those families whose annual income at the time of admission does not exceed the income limits or guidelines as prescribed by HUD for federally assisted housing. A copy of the most current income limits or guidelines shall be conspicuously posted at KCHA locations.
3. Those families whose members age 6 or older have been issued a Social Security Number (SSN) which has been disclosed to the satisfaction of KCHA. Where a SSN has not been assigned, certification to that effect must be executed.
4. Those families whose members are U.S. Citizens or non-citizens who have eligible immigration status.
5. Those families whose household composition is appropriate for the housing types and unit sizes available in KCHA developments in accordance with the occupancy standards outlined herein.
6. Those families who meet or exceed the tenant selection criteria outlined in this Policy.

B. Criteria for Ineligibility

It is the policy of KCHA to prohibit admission to public housing ineligible applicant families according to the following criteria:

1. Those who maintain another residence in addition to a KCHA unit.
2. Those families whose members have committed fraud in connection with any Federal Housing Assistance program.
3. Those families whose members KCHA determines are illegally using a controlled substance.
4. Those families whose members have been evicted from federally assisted housing because of drug-related criminal activity for a three-year period prior to the date of admission (see Appendix B—Glossary of Terms).

5. Those families whose members are currently engaging in or have engaged in drug-related criminal activity, violent crime-related activity or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents, during a period of three (3) years prior to the date of admission (see Appendix B—Glossary of Terms).
6. Those families whose members exhibit alcohol abuse or a pattern of alcohol abuse that KCHA determines will threaten the health, safety or right to peaceful enjoyment of the premises by other residents, during a period of three (3) years prior to the date of admission (see Appendix B—Glossary of Terms).
7. Those families whose members have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of a federally assisted housing project. These families are denied admission for life.
8. Those families who include any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

C. Waiver of Criteria for Ineligibility for Drug-Related Activity and/or Alcohol Abuse

KCHA may at its sole discretion waive the criteria for ineligibility for drug-related activities and/or alcohol abuse if the family members demonstrate to the satisfaction of KCHA that:

1. The member is no longer engaging in illegal use of a controlled substance or abuse of alcohol; and
2. has successfully completed a supervised drug or alcohol rehabilitation program;
3. has otherwise been rehabilitated successfully; or
4. is participating in a supervised drug or alcohol rehabilitation program, as verified by an authority from such program.

D. Eligibility Restrictions Regarding Non-citizens

1. As required by HUD (24 CFR 5 subpart E), eligibility for assistance or continued assistance under a Section 214 program, such as public housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. KCHA will require both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation will be required of all new admissions at the time an application is processed by KCHA. Any current

tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at KCHA. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.

2. Proof of citizenship will take the following form:
 - a. For families claiming U.S. citizenship, each applicant or tenant family member must sign the citizenship declaration form and present appropriate documentation (such as U.S. passport, resident alien card, or other appropriate documentation), which will become a permanent part of the tenant file. Adults will be required to sign on behalf of all children under the age of eighteen years.
 - b. Noncitizens age 62 years or older who are current tenants or applicants will be required to sign a declaration of eligible immigration status and proof of age.
 - c. Tenants and applicants who are noncitizens declaring eligible immigration status must:
 - (i) sign a declaration of eligible immigration status;
 - (ii) provide documents, such as Alien Registration Receipt Card, Arrival/Departure Record, Temporary Resident Card, Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; and
 - (iii) sign a verification consent form.
3. KCHA has the right to deny, terminate or adjust housing assistance if members of any household are found to be non-citizens with ineligible immigration status; however, this determination will not take place until all appeals requested have been exercised by the household. KCHA may grant time extensions to provide appropriate information, provided that the household shows a diligent effort in obtaining immigration status documents.
4. KCHA may not make assistance available to a family submitting an application until at least the eligibility of one family member has been established, and assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.
5. KCHA may not delay, deny, reduce or terminate eligibility of an individual for assistance on the basis of the immigration status of the individual. The family

will not be penalized for delays on the part of those entities, which must verify eligible immigration status.

6. Continued assistance provided to an eligible mixed family after November 29, 1996 will be prorated based on the percentage of family members that are eligible for assistance.
7. KCHA is required to suspend assistance to a family for a period of at least 24 months if it is determined that the family has knowingly permitted an ineligible individual to reside on a permanent basis in the family's unit. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.
8. If KCHA discovers that citizenship information provided is expired, fraudulent, or otherwise invalid, it will notify the family or individual of the results of these findings. The family or individual will then have 30 days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide KCHA a copy of the appeal request to the INS, which will become a permanent item in the tenant file. KCHA can extend this 30-day appeal period at its sole discretion if good cause is found.
9. Any applicant or resident family affected by these provisions has the right to a formal appeal provided the family notifies KCHA within 30 days of the action or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of KCHA's Informal Review or Grievance Procedure, whichever is applicable.
10. In accordance with Federal rules, mixed families who were living in KCHA's units as of June 19, 1995, are permitted to receive continued assistance provided that either the head of household or spouse have eligible immigration status and any ineligible family members are either the head, spouse, parents, or children of the head or spouse.
11. Families who were living in units operated by KCHA as of June 19, 1995 but became ineligible for housing assistance because there are no family members with eligible immigration status may be given a temporary deferral of assistance to transfer to other housing at the discretion of KCHA. If the temporary assistance is provided, it will be offered in six-month increments and never for longer than a total of 18 months. The maximum period for deferrals granted prior to November 29, 1996 will be three years.
12. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household.

13. Rental housing assistance is prohibited to non-citizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance applies to non-citizen students. This prohibition does not include a citizen's spouse and their children.

E. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit. When an applicant or tenant can provide documentation to the satisfaction of KCHA that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested and be reviewed by KCHA staff for eligibility under applicable selection criteria listed below. If KCHA determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal KCHA's determination as provided in the Informal Review Procedure (Appendix A).
2. The applicant or tenant and the live-in aide may each be allocated a separate bedroom.
3. The head of household is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.
4. The live-in aide does not have rights to continue his/her occupancy as a remaining member of a household.

F. Tenant Selection Criteria

1. It is KCHA's policy that all applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, KCHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
 - a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b. to care for and avoid damaging the unit and common areas;
 - c. to use facilities and equipment in a reasonable way;
 - d. not to create health or safety hazards, and to report maintenance needs;

- e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff; and not to engage in drug-related activity; and
 - g. to comply with necessary and reasonable rules and program requirements of HUD and KCHA
2. KCHA will verify applicant's ability to comply with essential lease requirements. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
- a. interfere with other tenants in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety or welfare;
 - b. adversely affect the physical environment or financial stability of the project;
 - c. violate the terms and conditions of the lease;
 - d. require services from KCHA staff that would alter the fundamental nature of KCHA's program.
3. Payment of funds owed to KCHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. KCHA will reject an applicant for unpaid balances owed KCHA by the applicant for any program that KCHA operates. KCHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. KCHA will not make offers to families who owe back balances.

G. Verification of Final Eligibility Determination

Each applicant household shall be required to provide all documentation, information and authorizations necessary to enable KCHA to verify the applicant's income eligibility, household composition and conformance to KCHA's tenant selection criteria.

1. The applicant will be given a reasonable time (not to exceed 5 days), subject to the circumstances, to furnish required documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by KCHA staff and documented, in writing, and placed in the applicant file.
2. Documentation may be required for any or all household members. Verification shall be from third party sources whenever possible. When KCHA has determined that third party verification is not possible, it will attempt obtain other HUD acceptable forms of verification, i.e. telephone verification, tax returns and check stubs, etc. When KCHA and tenant household have made all reasonable efforts to obtain third party written verification, documents obtained from the tenant and photocopied are an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, KCHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented.
3. Each applicant household shall have an interview with a member of KCHA staff using an interview checklist. Every adult member of the applicant household should be present at the office visit except if there are extenuating circumstances.
4. KCHA shall require the applicant to:
 - a. sign all forms necessary to determine eligibility and suitability;
 - b. provide verification of income, assets, exclusions and deductions from income;
 - c. provide verification of family size, age and relationship, including birth certificates for all household members.
 - d. provide a valid driver's license or State of Illinois identification card for head of household and any co-head applicant.
 - e. disclose the social security numbers of all family members six (6) years of age and older and present social security cards or appropriate documentation for each household member;
 - f. provide citizenship information;
 - g. provide the names and addresses of the applicant's current and previous landlords for the past five (5) years (or longer if needed to get a minimum of two prior landlords);

- h. provide the most recent six (6) month rent receipts where appropriate;
 - i. provide any other information KCHA determines is necessary to determine eligibility for housing at KCHA.
- 5. KCHA will use the following additional sources of information for further verification of tenant eligibility:
 - a. Home visits. KCHA staff may perform a home visit for all applicants. The purpose of the home visit is to obtain information to be used in determining whether the applicant household meets certain of KCHA's tenant selection criteria. Applicants will be given advance verbal notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests or other tenant-caused conditions or practices which would diminish the applicant's ability to meet KCHA's lease obligations, the applicant household will be considered to have failed KCHA's tenant selection criteria.
 - b. Police and Court Records Check. KCHA will obtain police and court records for all adult members of the applicant family for evidence of behavior, which is relevant to the tenant selection criteria outlined herein.
 - c. Credit Reports. KCHA may obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not on itself, cause an applicant to fail on credit.
- 6. All verifications and documentation received by KCHA for use in the determination of eligibility for housing at KCHA, will be analyzed by staff and a determination made with respect to:
 - a. Eligibility of the applicant family based on the requirements outlined in Chapter II of this policy;
 - b. Housing type and unit size requirements.
- 7. Applicants determined to be ineligible for housing at KCHA will be promptly notified and will receive a Notice of Ineligibility from KCHA stating the basis for this determination and the time frame to submit the written hearing request. KCHA will provide such applicants with the opportunity for informal review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix A of this Policy.

8. Applicants who receive a Notice of Ineligibility will be considered ineligible for housing at KCHA for a period of one (1) year from the Notice of Ineligibility and will be removed from the waiting list. After the one-year period, these applicants may reapply for housing, subject to all conditions outlined herein and provided the waiting list is open.
9. KCHA shall maintain a record of all applicants determined ineligible for a period of three (3) years as a result of the failure to meet its tenant selection criteria, with an indication of the specific reason(s) for the determination of ineligibility.
10. Applicants with disabilities who have been determined to be eligible but who fail the tenant selection criteria will have their cases examined by KCHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the selection criteria outlined herein.
11. If during the final eligibility determination, or at any other time prior to placement, it is determined that the family's qualification for a certain bedroom size has changed, the family's application shall be placed on the waiting list for the appropriate bedroom size based on the original date of the family's pre-application.
12. As provided on 42 U.S.C. 1436f(o)(6)(B) no applicant for Public Housing who has been a victim of domestic violence dating violence, sexual assault or stalking shall be denied admission into the program if they are otherwise eligible. Nothing in this section shall be construed to supercede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking. The KCHA "VAWA Policy" will be followed in determination and the handling of victims of domestic violence.

III. APPLICATION FOR ADMISSION

A. Application Intake

KCHA will accept applications for admission to its public housing program at its main office located at 185 North St. Joseph Avenue, Kankakee when the waiting list is open, and only during publicly announced time periods during which all interested persons may apply for admission.

KCHA maintains one community-wide waiting list for all of its public housing developments. The waiting list will be maintained centrally at its main office located at 185 North St. Joseph Avenue, Kankakee. When an applicant's name reaches the top of the waiting list and they are determined eligible and pass KCHA's tenant selection criteria, they will be made an offer of housing.

Individuals with documented disabilities that may prevent them from completing an application may contact KCHA to make special arrangements for completing the housing application. KCHA will make reasonable accommodation to ensure all applicants have the opportunity to complete the housing application.

When the number of applicants who can be served within a reasonable period of time is reached, the waiting list may be closed by unit size and/or housing type. Notice of opening and closing of the waiting list shall be made in a newspaper of general circulation and announced by other suitable means.

B. Criteria for Placement on Waiting List

Eligible applicants will be placed on the waiting list according to:

“All applications will be maintained in order of bedroom size, local preferences, and then in order of date and time of application.”

Federal regulations no longer give preference to elderly, disabled, or displaced families over other single persons in federal housing programs.

C. Maintaining an Active Waiting List

The pool of active applicants will be kept current by requiring each applicant to inform KCHA at least once annually of continued interest. KCHA will send a notice to the applicant, requiring the applicant to indicate continued interest and any updated information, such as change of address or household information within ten (10) days. If the applicant fails to respond within that time frame, the applicant's name will be removed from the waiting list.

D. Responsibility to Report Changes

Applicants on the waiting list must also report to KCHA any changes in income, family composition, address or any other information provided on the preliminary application within ten (10) days of the change. Any such changes could affect the applicant's status or eligibility for housing. Any applicant who knowingly provides false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply when the waiting list is open. Any applicant removed from the waiting list by KCHA will be notified in writing of the reason(s) for which the application is being removed. Such notification shall inform the applicant of his/her

right to an informal review (see Appendix A) of the determination, the time frame for requesting the informal review, and will be made part of the application record. KCHA will provide the applicant, upon written request and within a reasonable time frame an opportunity for an informal review of the determination of removal from the waiting list.

F. Record Keeping

KCHA will keep a copy of each application received. For each applicant, KCHA will document its determination that the applicant is eligible and meets tenant selection standards or is ineligible and does not meet tenant selection standards or is removed from the waiting list for any other reason.

KCHA will also maintain a record of the dwelling unit(s) offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three (3) years from the date of the final action. Waiting list information will include race or ethnic designation of head of household.

G. Eligibility Determinations

Applicants will be placed on the waiting list based on information provided on the preliminary application form.

1. KCHA shall utilize a preliminary application form (pre-application). The purpose of the pre-application is to permit KCHA to assess family eligibility or ineligibility and to determine placement on the waiting list. Duplicate pre-applications, including applications from a segment of an applicant household, will not be accepted. Ineligible applicants or incomplete applications from applicants will not be placed on the waiting list.

Incomplete applications will be returned to the applicant with a list of missing and/or deficient items.

2. If an applicant is determined to be ineligible for placement on the waiting list based on the information provided in the pre-application, KCHA will notify the applicant in writing, state the reasons, and inform the applicant of his/her right to an informal review (see Appendix A).
3. When staff estimate that a unit will become available for eligible applicants within a reasonable time frame, applicants in waiting list order will be invited to attend an interview and submit an application for final eligibility for housing, after which the formal verification process and tenant selection process will commence as described in Chapter II of this policy.

IV. SELECTION FROM THE WAITING LIST

A. Overview/Preferences

Eligible applicants will be selected from the waiting list according to date and time of application, unit size and type required using the following preferences:

1. Working individuals/families who live within the jurisdiction of the KCHA.
2. Other individuals/families who live within the jurisdiction of the KCHA (disabled persons to have same preference weight as working individuals).
3. Working individuals/families who live outside the jurisdiction of the KCHA.
4. Other individuals/families who live outside the jurisdiction of the KCHA (disabled persons to have same preference weight as working individuals).

KCHA has a preference for homeless veterans and veterans in eminent danger of becoming homeless whereas the preferences would be the same as working depending on jurisdiction, they are identified in with plus one preference point. VAC and Catholic Charities will be utilized for establishing veteran status and eligibility as defined in this policy. As noted in this policy in Section II, G-12, no applicant will be denied admission to Public Housing who has been a victim of domestic violence, dating violence, or stalking if they are otherwise qualified.

B. Income Targeting

In each fiscal year, per HUD regulations, KCHA shall reserve forty percent (40%) of its new admissions for families who are extremely low income. An extremely low-income family is one whose annual income does not exceed thirty percent (30%) of area median income of KCHA's jurisdiction. The goal shall be forty percent (40%) of new admissions.

The intent of these Income Targeting requirements is to maintain a tenant body in each of KCHA's federal developments composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families within Kankakee County.

KCHA will monitor admissions to its public housing units at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than forty percent (40%) of admissions for the fiscal year to date, KCHA will give priority to extremely low-income families until extremely low-income admissions again make up forty percent (40%) of admissions. Giving priority to extremely low-income families may require skipping families on the waiting list to accomplish the HUD requirement.

Appendix C contains KCHA's Deconcentration Policy.

C. Unit Offers

1. An offer of housing will be made when an applicant's name reaches the top of the waiting list, the applicant is determined eligible and passes the tenant selection criteria established in this Policy. If the applicant rejects the unit offer, the applicant's name will be placed at the bottom of the waiting list with a date and time of the unit rejection.
2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of KCHA that one of the following circumstances apply:
 - a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily; or
 - b. The applicant is unable to move at the time of the offer because of serious and unusual circumstances, which are beyond the applicant's control, and the applicant presents clear evidence, which substantiates this to KCHA's 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; or
 - c. Accepting the offer would result in undue hardship to the applicant not related to considerations of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to KCHA's satisfaction.
3. An applicant must respond to and accept or reject the offer within two (2) business days from the date the offer is made. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy, for other than a justifiable reason, such failure shall result in placement on the bottom of the waiting list. If an applicant fails to respond to written correspondence from KCHA within five (5) days, for other than a justifiable reason, the applicant's name will be removed from the waiting list.
4. When an applicant accepts an offer of housing, executes a lease agreement with KCHA, and moves into the dwelling unit offered, the applicant's name will be removed from the waiting list.

V. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

It is the policy of KCHA to ensure that the dwelling units are occupied by families of the appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines:

No. of Bedrooms	No. of Persons Min.	No. of Persons Max.
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

B. Factors in Dwelling Size Determination

Dwelling units will be assigned so that it will not be necessary for persons of different generations or opposite sex (other than married or cohabitating couples) to share a bedroom. Two children of the same sex may be required to share a bedroom regardless of age and children of the opposite sex may be required to share a bedroom if the oldest is under the age of six. Children shall generally not be required to share a bedroom with a parent; however, one child under the age of three may share a bedroom with one parent if there are no larger units available for the family. Assignment will take into consideration households who share joint custody of any individual under the age of 18 at least 50% of the time. Foster children shall be considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.

C. Bedroom Size Determination for Single Pregnant Individuals

When making bedroom size determinations, a single individual with no other children who is pregnant at the time of application (proof may be required by a licensed physician) or who is in the process of securing legal custody of any individual under the age of 18, will be housed in a two-bedroom unit. If the pregnancy is terminated or legal custody is not granted, the applicant would no longer qualify for a two-bedroom unit but would be considered for a one-bedroom unit; the tenant will be considered over-housed and the transfer policy regarding over-housed conditions applies.

D. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing at KCHA; however, reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or

disability of family members may warrant assignment of a larger or smaller unit by KCHA staff or at the request of the applicant family. Written approval of such cases will be made by the Executive Director or his/her designee.

E. Requirements for Live-In Aide

Any applicant or tenant who requires a live-in aide, who will be responsible for the essential care and well-being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live-in aide would not be living in the unit except to provide necessary supportive services. A live-in aide will not be listed on the lease as a family member and does not have rights to the unit for continued occupancy as a remaining family member. The tenant is responsible for the live-in aide's actions under the "guest" references in this policy and the Lease Agreement. Lease violations, which are enacted by the live-in aide, are considered "guest" actions and are grounds for lease termination and tenant eviction.

F. Handicap Accessible Units

When a handicap-accessible unit becomes available, KCHA shall offer the unit in the following order:

1. To current KCHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap and would benefit from the unit's accessibility features based upon the date and time of the application. This is despite the presence on the waiting list of households with earlier application dates who do not require the specific accessibility features of the available unit.
3. To other eligible and qualified households on the waiting list without disabilities. In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of KCHA.

VI. LEASE

A. Lease Execution

At admission, a Lease, a Lease Addendum for Drug-Free Housing, and a Pet Agreement, if applicable, is to be entered into between KCHA and each tenant family. The lease shall be for a twelve (12) month period and is automatically renewable for an additional twelve-month period, except for failure to comply with

the eight (8) hour community service requirement discussed in Section B below. The dwelling lease is to be kept current at all times and is to reflect rent being charged and the conditions governing occupancy.

1. If, for any reason, any signer of the lease ceases to be a member of the tenant family, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by KCHA.
2. If, for any reason, an adult member is added to the family who was not previously on the lease and is added to the household, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed.
3. If, for any reason, through birth, foster care, adoption, etc., a minor is added to the household, a lease change form must be executed.
4. If a tenant family transfers to a different unit operated by KCHA, the existing lease will be cancelled and a new lease, Lease Addendum and Pet Agreement, if applicable, must be executed for the dwelling unit into which the family is to move.
5. If at any time during the term of the lease, a change in the tenant's status or KCHA's needs results in the need for changing or amending any provision of the lease, or if KCHA desires to waive any provisions with respect to the tenant, KCHA at its sole discretion will have either:
 - a. The existing lease cancelled and a new lease agreement executed; or
 - b. An appropriate amendment prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease, and must be signed by both the tenant and KCHA representative.

B. Eight Hour Community Service Requirement

The Quality Housing and Work Responsibility Act of 1998 mandates the Kankakee County Housing Authority to require that all adults living within public housing contribute 8 hours of community service (not including political activities) per month; or perform/participate in 8 hours of economic self-sufficiency activities/programs; or 8 hours of combined community service and economic self-sufficiency activities/programs. Exempt from the community service requirement is any adult who:

- Is 62 years of age or older;

- Is an individual with a disability, as defined under Section 216[I][ii] or 1614 of the Social Security Act; and who is unable to comply with this Section, or is a primary caretaker of an individual;
- Is an individual engaged in a work activity as denied in Section 407[d] of the Social Security Act;
- Is an individual that is exempted from having to engage in a work activity under the State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the State of Illinois, including a state-administered welfare-to-work program;
- Is in a family receiving assistance under a State program funded under Part A of the Title IV of the Security Act, or under any other welfare program of the State of Illinois, including a state-administered welfare-to-work program, and has not been found by the State or other administering entity to be in non-compliance with such program.

The following activities shall be considered as satisfying the community service requirement: participating in an economic and self-sufficiency program (which is also defined as participating in a Family Self-Sufficiency program); participating in an educational or vocational training program designed to lead to employment of at least 30 hours per week; improving the physical environment of the resident's development; volunteer work with a local school, hospital, childcare center, homeless shelter, or other community service organization; working with area youth organizations; working with local neighborhood groups on special projects; raising young (pre-school) children at home where a spouse is working; participating in programs that develop and strengthen resident self-responsibility such as drug and alcohol abuse, counseling and treatment, household finance/budgeting, credit counseling, English language proficiency; or other activities approved by KCHA on a case-by-case basis.

It is the personal responsibility of all adult household members who are required to comply with the community service requirement to locate an agency or organization and to comply with the community service requirement. It shall also be the responsibility of the resident to provide necessary evidence or documentation to verify compliance with this community service requirement. KCHA shall annually verify resident compliance with this community service requirement.

KCHA shall ensure that all community service performed for KCHA is accessible for persons with disability. KCHA shall also ensure that the conditions under which the work is to be performed for KCHA are not hazardous; the work is not labor that would be performed by KCHA's employees responsible for essential maintenance and property services; or the work is not otherwise unacceptable.

KCHA shall review resident compliance with the community service requirement 30 days before the expiration of each lease term. All activities undertaken by the

resident to comply with the requirement shall require a certification letter from the organization/agency where the service/activity was performed.

If KCHA determines that a household is not in compliance with the community service requirement, KCHA may not renew or extend the household's lease upon expiration of the lease term and shall initiate action to terminate the tenancy of the household, unless KCHA enters into an agreement with the household, prior to the expiration of the lease term. The agreement shall provide an opportunity for a household to cure non-compliance with the community service requirement, by allowing the non-compliant resident to participate in economic self-sufficiency programs or by contributing hours of community service requirement over the 12-month term of the lease.

KCHA shall not renew or extend a lease or provide any new lease for a dwelling unit to any household that includes an adult member subject to the community service requirement and who failed to comply with it.

C. Tenant Orientation

1. Eligible applicants selected for admission will be required to participate in a mandatory orientation program conducted by KCHA to acquaint new tenant families with the following policies and procedures: the dwelling lease, maintenance procedures, housekeeping standards, services provided by KCHA, resident initiative activities, grievance procedures, tenant rights, responsibilities and obligations, the rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.
2. Failure to attend a scheduled orientation session without notice to KCHA will result in the family's application being removed from the waiting list.
3. The orientation may be re-scheduled twice by the applicant for good reason, provided the applicant provides written documentation of why the orientation was missed. KCHA solely will determine if the absence was for good reason, i.e. medical reasons, employment situations, etc. After two missed orientations, the family's application will be placed at the bottom of the waiting list.

D. Dwelling Unit Inspection Policy

1. *Pre-occupancy.* Prior to occupancy, a KCHA representative and the tenant will inspect the premises. KCHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit, where appropriate. The statement will be signed by the KCHA representative and the tenant, and a copy will be kept in the tenant's file.

2. *Notification of Inspections.* KCHA will provide the tenant at least forty-eight (48) hours written notice of inspection. If no one is home and the tenant has not contacted KCHA to reschedule the inspection, KCHA will deem that the tenant has given KCHA permission to enter the unit and conduct the inspection in their absence. If children under the age of 16 are at home with no adult supervision, the inspection will not be performed and the tenant may be terminated and evicted for failure to provide access to the unit for the inspection.
3. *Annual Unit Inspections.* An inspection of each dwelling unit will be conducted on at least an annual basis to check the physical condition of each occupied unit. In addition, KCHA will conduct an annual housekeeping inspection. KCHA will furnish the resident with a written statement of unit conditions and/or charges, if any, for repairs or removal of non-approved alterations to the unit.
4. *Special Inspections.* Representatives from HUD and/or other US Government Officials may visit KCHA to monitor operations and, as part of the monitoring, may inspect a sampling of KCHA's public housing inventory.
5. *Move-Out.* Immediately after a tenant moves out, a KCHA representative will inspect the dwelling unit. The tenant is encouraged to participate in this move-out inspection and must contact the management office prior to move-out to schedule the joint inspection. A written statement of the unit conditions, and any KCHA provided appliances will be signed by both parties.

A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary will be furnished to the tenant and deducted from his/her security deposit if remittance is not made to KCHA.

6. *Random/Emergency Inspections.* KCHA, in its sole discretion, and without cause may randomly and periodically inspect units. In the event of an emergency, written notice may not be given and KCHA may enter the unit regardless of which family members are present.
7. A copy of the move-in and/or move-out, one-month and housekeeping inspection reports will be kept in the tenant files.
8. Annual Unit Inspections and Preventive Maintenance (PM) inspection forms will be kept in the unit maintenance file.

E. Rent, Other Charges, and Rent Adjustments

1. *Rental Payments.* Family choice of rental payments: HUD regulations provide that public housing families can elect annually whether the monthly rent is a flat rent or income-based rent. Flat rents are set by KCHA based on the rental value

of the unit. Income-based rents are calculated based on the level of the resident's income and shall be the higher of: (a) 10% of gross income, (b) 30% of adjusted income, or (c) the minimum rent. Families experiencing hardships may switch from paying flat rents to income-based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must have income and family composition reviewed annually.

2. *Minimum Rent.* KCHA has established \$50 as its minimum Total Tenant Payment (TTP). A hardship exemption shall be granted to Tenants who can document that they are unable to pay the required rent amount because of a long-term hardship (over 90 days). Examples under which Tenants would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:
 - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - The family would be evicted as result of the imposition of the minimum rent requirements;
 - The income of the family has decreased because of changed circumstances, including loss of employment;
 - A death in the family has occurred; or
 - Other circumstances as determined by KCHA
3. *Flat Rents.* KCHA, in compliance with HUD regulations, has implemented flat rents for its public housing units, based on the rent reasonableness study prepared for the Section 8 program. Families may elect to pay a monthly flat or income-based rent.
4. *Utility Allowance.* Any family whose allowance for tenant paid utilities exceeds the Total Tenant Payment will receive a payment from KCHA equal to the amount by which the allowance exceeds the Total Tenant Payment.
5. *Maintenance Charges.* Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. KCHA will notify tenants in writing when such charges are assessed. These charges shall become due and payable thirty (30) days after such notice has been given to the tenant. A copy of all work orders for tenant abuse are filed in the tenant file.

6. *Late Charges.* A late charge of \$30.00 shall be assessed when rent or other charges are not paid on or before the 5th day of the month. This charge is due immediately.
7. *Security Deposit.* A security deposit will be charged at the time of admission of the greater of \$100.00 or one month's Total Tenant Payment.

VII. REEXAMINATION OF INCOME AND FAMILY COMPOSITION, ADJUSTMENTS AND OTHER ANNUAL REQUIREMENTS

A. Reexamination Procedures

1. The income, allowances and family composition of tenant households electing an income-based rent shall be reexamined at least once a year in accordance with an established reexamination schedule. Residents electing to pay a flat rent shall have family composition reexamined annually and income reexamined every three years. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. KCHA follows all pertinent HUD regulations in its completion of reexaminations. On an annual basis, each resident family will be provided the opportunity to choose between an income-based or flat rent.
2. Each year prior to a resident's anniversary date, KCHA will send a formal letter offering a choice between a flat rent and an income-based rent and scheduling the date/time of the reexamination interview. At the appointment, KCHA will assist the family in identifying the rent method that would be most advantageous for the family. If the family chooses to select the flat rent without meeting with KCHA, they may make this selection on the notice described below and return the form to KCHA. In such cases, KCHA will cancel the reexamination appointment.

The annual notice sent to all current residents regarding the reexamination process will state the following:

- Each year at the time of the annual reexamination, the family has the option to pay a flat rent amount or have their rent based on income.
- The amount of the applicable flat rent.
- The amount of the current income-based rent based on the most current information available.
- A fact sheet about income-based rent which lists and explains the types of income included, the most common types of income excluded, and the categories of allowances that are deducted from income.

- Families who choose to continue to pay a flat rent are required to go through the income reexamination process every three years, rather than annually for residents paying an income-based rent.
 - Families who choose a flat rent may request to have a special reexamination and return to an income-based rent at any time for the following reasons:
 - The family's income has decreased.
 - The family's circumstances have changed and expenses have increased for childcare, medical care, etc.
 - Other circumstances which have created a hardship for the family such that an income-based rent would be more financially feasible at this time.
 - The date and time of the annual reexamination appointment.
 - The name and phone of an individual to call to get additional information and guidance on flat and income-based rents.
 - A certification for the family to sign accepting the flat rent.
3. At the time of the reexamination, families must provide KCHA with all necessary information to verify income (annually or every 3 years), and family composition (annually) and sign all required certification forms and the Authorization for Release of Information form (see Appendix B for definition of Income).
4. In the event that a tenant household fails to keep a scheduled reexamination appointment or promptly submit all necessary information, he/she shall be given ten (10) days from the date of written notification to provide KCHA with the required information.

In the event the tenant fails to participate in the interview and/or to provide information required by KCHA, KCHA may establish the tenant's rent based upon KCHA flat rents until the matter is resolved and/or terminate the tenant from the program.

Employment and income data, assets, full-time student status, medical expenses (elderly and disabled state moderate families only), childcare expense, and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.

Third party written verifications will be obtained whenever possible. When KCHA and tenant household have made all reasonable effort to obtain third

party written verifications, documents obtained from the tenant and photocopied are an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, KCHA staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented. When such documents cannot be photocopied or orally verified, KCHA will proceed with processing using the best possible documentation and information available. All verifications will be maintained in the tenant's folder.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

5. *Determination of Compliance with Community Service Requirements.* KCHA will determine on an annual basis whether adult residents subject to the eight (8) hours a month service requirement are in compliance. KCHA will also determine if adult residents originally exempt from the requirements have become non-exempt. Adult residents who, because of the annual review, are determined to be non-exempt will be required to comply with the community service and self-sufficiency requirement. For residents paying a flat rent, the review will be performed and appropriate action taken by KCHA 12 months after the initial status determination and every 12 months thereafter.

If a resident is determined to be non-compliant with the monthly community service requirement, KCHA will notify the family of the following:

- The family member(s) determined to be non-compliant.
- That the determination is subject to the grievance procedure.
- That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

6. *Temporary Rent Determinations and Special Reexaminations.* When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. An interim reexamination will be scheduled to take place every 60 days until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income.

If the Total Family Income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate to adjust the Tenant Rent amount.

If a tenant claims an annual income of zero (0), the tenant will sign a form certifying zero income status every six (6) months. Fraudulent certification will result in the following action, including but not limited to: lease termination and eviction, retroactive rent charges, referral to a collection agency and criminal prosecution.

7. *Changes in Rent*

a. Limit on rent increases.

- (i) Federal housing regulations preclude KCHA from increasing a qualified family's rent as a result of an increase in income due to employment during the cumulative twelve (12) month period beginning on the date a member of the family is employed or experiences an increase in annual income due to employment. A qualified family is a family currently living in public housing whose:
 - annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or
 - annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
 - annual income increases as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families (TANF) funded under Part A of Title IV of the Social Security Act, as determined by KCHA in consultation with the local TANF and Welfare to Work agencies.
- (ii) During the second cumulative twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income due to employment, KCHA will exclude from annual income 50% of any increase in annual income attributable to employment over the income of that family member prior to the beginning of employment.
- (iii) KCHA will limit the disallowance of increased income of an individual family member outlined in (i) and (ii) above to a lifetime 48-month period. The disallowance of increased income is limited to a maximum of 12 months under (i) and a maximum of 12 months under (ii) above, during the 48-month period beginning from the initial exclusion.

- (iv) This disallowance of increases in income as a result of employment does not apply for purposes of admission to the public housing program (including the determination of income eligibility and income targeting).
- b. **Loss of Welfare Benefits.** If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, KCHA will not reduce the rent to reflect the lost benefit. KCHA will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by a family as a result of a welfare benefit reduction, that is included in the family's income for purposes of calculating rent.

KCHA will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

- KCHA may deny a request for a rent calculation only after obtaining written verification from the welfare agency that the family's benefits have been reduced for one of the reasons stated above.
- Residents subject to the imputed welfare income requirement and who disagree with the determination may request a grievance hearing in accordance with KCHA's Grievance Procedure. The tenant is not required to pay an escrow account deposit for the portion of the tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- This restriction does not apply if the reduction in benefits is a result of:
 - The expiration of a lifetime time limit on receiving benefits; or
 - A situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a duration time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).
 - KCHA will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.

- c. **Rent Increase.** Increases in rent shall be effective on the scheduled reexamination effective date, with 30 days advance notice, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, KCHA may increase the rent retroactive to the reexamination effective date, and the balance of such retroactive rent adjustment must be paid within ten (10) days of notification. Retroactive charges shall not be made when delays are solely the fault of KCHA.
- d. **Rent Decrease.** Decreases in rent shall take effect on the first of the month after the month in which the change was reported and verified. Rent decrease will only be made should the change in rent to the tenant be greater or equal to five dollars (\$5.00) per month.

B. Eligibility for Continuing Occupancy

Only those tenants meeting all of the following requirements will be considered eligible for continued occupancy:

- 1. Qualify as a family or the remaining member of a tenant family; and
- 2. Have exhibited appropriate conduct since residing in public housing including:
 - Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
 - Have not adversely affected the physical environment of the community;
 - Have not adversely affected the financial stability of the development;
 - Have not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises;
 - Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.
- 3. Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum and any other addenda to the lease; and
- 4. Have signed any required new or existing lease addendum; and
- 5. Have complied with the eight (8) hour per month community service requirement, if applicable. KCHA will determine on an annual basis whether non-exempt residents are in compliance.

6. Has not reached an over income limit calculated by using the Very Low Income limit times 2.4 for a period of two years See termination process under Terminations (IX,B, 20).

C. Interim Reexaminations

1. Interim reexaminations will be conducted for any of the changes listed in this section which must be reported to KCHA within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction action against the tenant. Tenants must report any change in household composition (See D below).
2. Tenants may report the following changes which would result in a decrease in the family's rent:
 - a. Decrease in income expected to last at least 30 days; and
 - b. Increase in allowances or deductions.
3. An interim recertification may also occur should it be found that the tenant has misrepresented the facts upon which the family's rent is based, so that the rent being paid is less than what should have been charged. In these instances, tenant misrepresentations are considered fraud, and appropriate actions will be taken, including but not limited to: lease termination and eviction, retroactive rent charges, referral to a collection agency and criminal prosecution.
4. For interim reexaminations, increases in rent shall become effective on the first day of the second month following the month the change was reported and verified, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes a reexam. Decreases in rent shall take place on the first day of the month following the month in which the change is reported and verified. The effective dates of changes that are not reported in a timely manner are covered in #5 below.
5. Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes. (in the interest of brevity, the word "error" is used in this section to represent errors, *omissions*, misrepresentations, and failure to report changes). If an error in rent is revealed at any time, an appropriate adjustment will be made to correct the error as follows:
 - a. Errors which are the fault of the tenant:
 - Increased rent shall be retroactive to the first day of the month following the date the change occurred.

- Decreased rent shall be effective on the first day of the month following the month the change was reported.

b. Errors not the fault of the tenant:

- Increased rent shall be made effective the first day of the second month following the date the error was discovered.
- Decreased rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. Changes in Household Composition

1. The tenant is required to report in writing any change in household composition within ten (10) days of the change.
2. A new born child, an adopted child under 18 years old, or a child under 18 years old for whom custody has been awarded by a court to the Head of the Household or the spouse, may be added to a tenant's lease. Documentation must be provided to KCHA within 30 days of the event, i.e. birth certificate, custody court papers, etc. No other new household member may be added to the tenant's lease unless and until that person has provided the required information to KCHA and been determined eligible for admission according to the guidelines specified in Chapter II of this policy and a unit of the appropriate size is available. KCHA has the right to deny admission to any person found to be ineligible.
3. A tenant must provide documentation as required by KCHA when reporting that a family member has vacated the household. In the case of an income producing household member or any member which KCHA has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, KCHA will require at least two documents verifying the new address of the departing family member or other evidence deemed acceptable by KCHA. Utility bills, a driver's license, an automobile registration, employment verification, a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection, or a Petition for Legal Separation may also be acceptable.
4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Chapter VIII). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required

to be placed on the transfer list until the effective date of the family's next annual reexamination.

E. Visitors

Tenants will be allowed to have visitors for a period of up fourteen (14) cumulative days in any one calendar year (twelve-month period), except in the case of a family member requiring care during illness or recuperation from illness or injury as certified in writing by a physician. Written permission must be obtained from KCHA for any deviation from the occupancy standards listed in this policy.

VIII. UNIT TRANSFERS

A. Introduction

1. Transfers of tenants from one unit to another will be approved solely in accordance with this policy.
2. Transfers shall be made without regard to race, creed, color, gender, marital status, family composition, disability or national origin.
3. Tenants shall not be transferred to a dwelling unit of equal size except for transferring a non-handicapped family residing in a handicap-accessible unit or for alleviating hardships or other undesirable conditions as determined by the Executive Director or designee.
4. Transfers will only be made when tenants are not delinquent in rent, have good housekeeping habits, and have not caused damage to the current unit being occupied.
5. Transfer requests shall be placed on a Transfer List in the order of the date the request is approved. All transfer requests shall be reviewed by the Manager and Executive Director or his/her designee. Separate transfer lists shall be maintained for each development; however, a master listing of transfer requests shall be maintained at the main office of KCHA.
6. With the exception of moves related to modernization activity (relocation) or in the case of an emergency, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

B. Type of Transfers

KCHA has three types of transfers: Emergency and Administrative - Category 1 and Category 2.

1. *Emergency Transfers* are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by KCHA. Emergency transfers may be made to repair unit defects hazardous to life, health, or safety, to alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, to protect members of the household from criminal acts, or who may be victims of hate crimes or extreme harassment or domestic violence, dating violence, sexual assault or stalking (refer to KCHA VAWA Policy). These transfers shall take priority over new admissions.
2. *Administrative Transfers, Category 1*, include transfers to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, and remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency) or victims of domestic violence.

Requests for transfers under Administrative, Category 1 will be made to the Housing Manager. The resident will provide the Housing Manager with the necessary verification and/or documentation to substantiate the need for a transfer. Whenever feasible, transfers will be made within a resident's development. Transfers may also be initiated by KCHA.

3. *Administrative Transfers, Category 2*, may be made to correct occupancy standards (i.e. over/under housed conditions), to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas, or for resident hardship situations. These transfers do not take priority over new admissions and will be processed as soon as feasible taking into account KCHA vacancy rate.
 - a. Transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.
 - b. Residents in an over/under housed status will be advised within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.
 - c. When a head of household, originally housed in a bedroom alone, has a child, that child shall remain in the parent's bedroom until he/she is two (2) years of age. After age 2, a Category 2 Administrative Transfer may be recommended.
 - d. Residents may request a personal hardship transfer, to provide better access to employment, childcare, etc. The resident will provide the Housing Manager with the necessary verification and/or documentation to

substantiate the need for a transfer. These transfers will be made after other listed transfers, as units are available, and based on the vacancy rate.

C. Unit Offers

1. A tenant that has received a formal transfer offer is given seven (7) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate KCHA office.
2. If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the lease, or at KCHA's discretion, the tenant can be placed at the bottom of the transfer list as of the date of refusal and the tenant will be notified in writing. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

D. Extended Family

Members of an extended family living in a KCHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in this Policy. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in a KCHA unit.

E. Revision or Suspension of Transfer Policy

KCHA reserves the right to revise or suspend its Transfer Policy because of efforts to decrease vacancies or any other management initiative. Transfers during such times will be treated on a case-by-case basis solely at the discretion of the Executive Director.

IX. TERMINATIONS

A. Termination Notices

1. The tenant must give a written notice to KCHA of at least 30 days of intent to terminate the lease and provide a forwarding address in order to receive any refund of the tenant's security deposit.
2. If KCHA elects to terminate the lease of a tenant household, a written Notice of Termination will be served upon an adult member of the household as follows:

- a. When the health or safety of other tenants, guests or employees of KCHA is threatened, KCHA will provide notice of its intention to terminate the lease in a reasonable amount of time (not to exceed 30 days) considering the seriousness of the situation. In the case of any drug-related criminal activity on or off the premises, KCHA will provide a ten (10) day notice of its intention to terminate the lease.
 - b. In the case of failure to pay rent which includes all payments due under the lease, KCHA will provide fourteen (14) days notice of its intention to terminate the lease which shall be effective unless all amounts due under the lease have been paid before that date.
 - c. In all other cases, KCHA will provide at least thirty (30) days notice of intention to terminate the lease.
3. The Notice to Vacate to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, KCHA documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with KCHA's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved).

B. Reasons for Termination

KCHA may not terminate or refuse to renew the lease except for serious or repeated violations of the terms of the lease including, but not limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5th day of the month. Three such late payments within a twelve-month period shall constitute repeated late payment;
3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
4. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter;
5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process re-examinations or interim re-determinations;

6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of KCHA's property;
7. Behavior and/or activity by Tenant, household member, guest or visitors which disturb other residents' peaceful enjoyment of their apartments; and/or is not conducive to maintaining all KCHA projects in decent, safe and sanitary conditions;
8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises. Premises shall be defined as the building or complex in which the dwelling is located, including common areas and grounds;
9. Criminal activity by Tenant, household member, guest or visitor on or off the premises that threatens the health, safety, or right to peaceful enjoyment of KCHA's public housing premises by other residents, guests or employees;
10. Alcohol and/or controlled substance abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. The presence of weapons or illegal drugs in the resident's apartment;
12. Any fire on KCHA premises caused by the tenant, household members guests or visitors by their own actions or neglect;
13. Uninhabitable apartment conditions caused by the tenant, a household member, guests or visitors by their own actions or neglect;
14. Refusal of an offer of a new lease;
15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on KCHA's Occupancy Standards or to accommodate an administrative need of KCHA including but not limited to the disposition, demolition or modernization of the unit;
16. Abandonment of the unit;
17. Failure to comply with the Eight Hour Community Service Requirement as determined appropriate by KCHA; and
18. Other serious or repeated violations of any material term of the lease.
19. Domestic Violence, Dating Violence, Stalking:
 - A. 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 or program assistance if the tenant or

immediate member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.

- B. Unless prohibited by State Law, if the perpetrator of domestic violence, dating violence or stalking is a signatory to the lease or a permitted resident scheduled above, the Landlord may bifurcate the tenancy, separating that of the perpetrator, and seek judicial termination against the perpetrator only.
- C. There is no limitation on the ability of the KCHA to evict 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 the KCHA evicting 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) tenancy is not terminated."

- 20. Over Income families: Over income families are families that due to their combined income, no longer qualify for occupancy. This is calculated by using the Very Low Income limit multiplied by 2.4. Once a family is determined over income, they will received a notice(first notice) stating they have 24 months to be determined over income whereas after such time their occupancy will be terminated. After 12 months if over income,(determined by mandatory income examination) they will be notified they have(second notice) 12 months left to be determined over income, third notice at end of 24 months(determined by mandatory income examination) at which time they will be notified their occupancy will be terminated. (Second and third notices must provide opportunity for hearing)

C. Written Records

Written records documenting eviction actions shall be maintained by KCHA in strict confidence and shall contain all of the following information:

- 1. Name of tenant and identification of unit occupied.
- 2. Copies of the Termination Notice and any subsequent correspondence or notices.
- 3. Specific reason(s) for eviction.
- 4. Responses or answers, if any, received from the tenant.

5. Date and method of notifying tenant of reasons for termination and documentation of any conference(s) with the tenant, including the names of conference participants.
6. Dated and signed records of the minutes of any hearing held.
7. Date and description of the final action taken.

D. Abandonment of the Unit

KCHA will comply with Illinois law regarding abandonment and disposition of property left on the premises.

1. If KCHA has reason to believe that a resident has vacated or abandoned the apartment, failed to pay current rents, and has not notified KCHA of his/her absence, KCHA will take steps to:
 - Serve the tenant with a Notice to Terminate;
 - Secure a court order for possession of the dwelling unit;
 - Re-enter and take possession of the dwelling unit;
 - Remove any possessions and personal effects remaining in the premises, if the occupant does not contact KCHA;
 - Dispose of all abandoned property in accordance with Illinois law, if the occupant does not reclaim such possessions and personal effects within thirty days after the notice.
2. KCHA shall take inventory of any possessions and personal effects of the occupant on the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from KCHA within the said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of the said thirty-day period, KCHA may dispose of them in accordance with Illinois law.

X. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

This document will be publicly posted in a conspicuous location in the site offices and will be furnished to applicants and tenants upon request.

B. Revisions

This document may be modified by KCHA provided that KCHA shall give at least a thirty-day written notice to tenants setting forth the proposed modification, the reasons therefore, and providing tenants an opportunity to present written comments which shall be taken into consideration by KCHA prior to the proposed modification becoming effective. A copy of such notice shall be:

1. Delivered directly or mailed to each tenant; or
2. Posted in a conspicuous place at the site offices or in a similar central business location within the site.

XI. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION

The provisions of this plan are based upon local, state and federal law and regulation. Should any applicable law or regulation change, this plan will be deemed automatically revised. To the extent that the change is mandatory (allowing no Authority discretion), the text of the plan will be revised without requirement for administrative processing. In the event a conflict in this document arises due to changed laws or regulations, the laws and regulations specifically promulgated for the applicable project/program will take precedence and be controlling. In the event HUD regulations change the implementation of the programs governed by this document, the HUD regulatory changes will take precedence and control over the provisions listed in this document.

XII. MISREPRESENTATION

The tenant shall be notified in writing if KCHA finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

XIII. GRIEVANCE PROCEDURE

The Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of KCHA an opportunity for a Hearing if he or she disputes any Authority action or failure to act involving the tenant's lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Each tenant and tenant organization shall be given a copy of the Grievance Procedure and it is incorporated into this Policy on Admissions and Continued Occupancy and the lease by reference.

XIV. PET POLICY

KCHA's Pet Policy establishes the rules and guidelines by which residents may keep domestic pets in their dwelling units and is incorporated by reference into this Policy.

Each tenant requesting permission to own and keep a pet shall be provided a copy of the Policy and be required to sign a Pet Agreement at initial occupancy or at the time of initial request for a pet and every year at time of reexamination or as otherwise required by KCHA.

XV. RELOCATION

When KCHA intends to rehabilitate a development or developments and rehabilitation activities will require tenants to move temporarily or permanently, a Relocation Plan will be developed in cooperation with the affected tenants. The plan will dictate preferences to which relocatees will be entitled and their rights to housing choices, moving expenses, etc. Such preferences may affect the order of selection for applicants and transferees, and the Relocation Plan, therefore, will serve as an amendment to this policy.

APPENDICES

APPENDIX A
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
INFORMAL REVIEW PROCEDURES

APPLICANTS FOR PUBLIC HOUSING ONLY

I. Applicability:

- A. KCHA will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
 - 1. Denying placement on the waiting list.
 - 2. Denying participation in the Public Housing Program.
- B. KCHA is not required to provide an opportunity for informal review:
 - 1. To review discretionary administrative determinations by KCHA, or to consider general policy issues or class grievances.
 - 2. To review KCHA's determination of the number of bedrooms determined under the standards established by KCHA in accordance with HUD regulations.

II. Procedures:

- A. KCHA shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences, if adopted by KCHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.
- B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.
- C. If the applicant's request is not submitted within ten (10) days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.
- D. If the request meets the criteria, an informal review will be scheduled within thirty (30) days of the request.
- E. The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under

review or a subordinate of such person. The meeting shall be in person, telephone or video conference.

- F. The applicant shall be given an opportunity to present written or oral objections to KCHA's decision.
- G. KCHA shall promptly notify the applicant in writing within ten (10) working days of the final decision after the informal review, including a brief statement of the reasons for the final decision. If an applicant is successful in his/her appeal, KCHA shall restore or upgrade his/her application on the waiting list, as applicable.

APPENDIX B
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
GLOSSARY OF TERMS

ADJUSTED INCOME. Annual Income minus applicable allowances.

For federally-assisted housing, as defined in 24 CFR Part 5.

ALLOWANCE FOR DEPENDENTS

\$480 deduction for each family member who is a dependent (See definition of Dependent below).

ADULT

A person, 18 years of age or older, or an emancipated minor whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding agreement.

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

The amount of Disability Assistance Expense in excess of three percent (3%) of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the handicapped person or other family members to work.

ALLOWANCE FOR MEDICAL EXPENSES

For elderly families (see definition of Elderly Family below) or families living in state moderate housing only qualify for the amount of unreimbursed medical expenses (see definition of Medical Expenses below) in excess of three percent (3%) of annual income.

ANNUAL INCOME

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 initial determination or re-examination of income, exclusive of income that is temporarily non-recurring or sporadic. Annual income includes, but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets exceeds \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD or state regulations as applicable.
- d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).
- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay.
- f. Periodic and determinable income or allowances, such as alimony and child support payments and regular contributions, lottery winnings, or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2g below).

2. Income Exclusions

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, lottery winnings, insurance payments (including payments under health and accident insurance and worker's

compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);

- d. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any family member;
- e. Income of a live-in aide as defined in 24 CFR 5.403;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Other amounts including:
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program; or
 - (iv) A resident service stipend: this is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for KCHA, on a part-time basis, that enhances the quality of life in public housing. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
 - (v) Incremental earnings and benefits to any family member resulting from participation in qualifying State or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
- i. Temporary, non-recurring or sporadic income (including gifts);
- j. 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;
- k. For federally-assisted housing, earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480 per adopted child;

- m. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, state or local law during the exclusion period;

For the purposes of this paragraph, the following definitions apply:

- (i) Comparable Federal State or local law means a program providing employment training and supportive services that (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government, (3) is operated or administered by a public agency; (4) has as its objective to assist participants in acquiring employment skills.
 - (ii) Exclusion period refers to the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - (iii) Earnings and benefits refers to the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- o. 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;
- p. 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;
- q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:
 - (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;
 - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, Youthful Offender Incarceration Alternatives, Senior Companions);
 - (iii) Payments received under Alaska Native Claims Settlement Act;
 - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

- (v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program;
- (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
- (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;
- (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
- (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
- (xi) 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, MDL No. 381 (E.D.N.Y.)
- (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-426, 94 Stat. 1785).
- (xiii) The value of any childcare provided or reimbursed for under the Childcare and Development Block Grant Act of 1990.
- (xiv) Earned income tax credit.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for shorter periods may be annualized, subject to redetermination at the end of the shorter period.

Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT

An applicant is a Family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with KCHA.

APPLICATION FOR ADMISSION

The written form that is signed and dated by all adult members of the family and which includes information KCHA needs to determine whether the family can be admitted. The format for this basic information will be developed by KCHA.

ASSETS

The values of (or equity) in the real property, stocks, bonds, checking and savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investments (Not including personal and household belongings and automobiles). Assets shall include any asset disposed of at less than fair market value within the last two years.

CHILDCARE EXPENSES

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A childcare deduction will not be allowed if an adult family member is capable and available to provide the childcare. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment and only to the extent such amounts are not reimbursed.

CITIZEN

A citizen or national of the United States.

DEPENDENT

A member of the family household (excluding foster children, head of household, or spouse) who is under 18 years of age or is a disabled person or is a full-time student.

DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) which defines a developmental disability.

Section 223 of the Social Security Act defines disability as:

“(a) the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or (b) in the case of an individual who has attained the age of 55 and is blind, the inability by reason of such blindness to engage in substantial gainful activity requiring the skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.”

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) defines a developmental disability as:

"severe chronic disability that (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) 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 extended duration and are individually planned and coordinated."

DISPLACED FAMILY

A family in which each member, or whose sole member, is a person displaced by governmental actions or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.

DRUG-RELATED CRIMINAL ACTIVITY

The illegal manufacture, sale, or distribution, or the possession with the intent to manufacture, sell, or distribute, of a controlled substance; or the illegal use, or possession for personal use, of a controlled substance. Controlled Substance is defined as defined in the Controlled Substance Act, 21 U.S.C. §§ 802.

ELDERLY FAMILY

A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

ELDERLY PERSON

A person who is at least 62 years of age.

EVICTION

The dispossession of the tenant from an apartment as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and state law, or for other good cause.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents required of family member claiming U.S. citizenship or eligible immigration status.

EXTREMELY LOW INCOME FAMILY

A family receiving income at or below 30% of the median annual income for their area.

FAMILY

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size) including married couples;
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining adult member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

FOSTER-CARE PAYMENT

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

FULL-TIME STUDENT

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

Reasonable expenses in excess of three percent (3%) of annual income that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and expenses that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HEAD OF HOUSEHOLD

An adult, 18 years of age or older, or an emancipated minor under the age of 18 years, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

KCHA

Kankakee County Housing Authority

LEASE

A written agreement between KCHA and an eligible family for the leasing of a public housing unit.

LIVE-IN-AIDE

A person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities, and who:

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

A live-in aide does not qualify as the remaining member of a tenant family.

LOWER INCOME FAMILY

A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

LUMP SUM BENEFIT

A payment of periodic benefits for a previous period which may be included as income, not including Social Security and Social Security lump sum benefits. Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing Program may be counted as income.

MEDICAL EXPENSES

For purposes of income determination for elderly or disabled families, medical expense in excess of 3% of total family income which are anticipated to be incurred during the period for which the annual income is computed, where these expenses are not compensated for, or covered by insurance. Medical expenses include such items as medical insurance premiums, dental expenses, prescription and nonprescription medicines, etc.

MINIMUM RENT

The minimum amount of tenant rent, minus any utility reimbursement. KCHA has established the minimum rent at \$50.00.

MINOR

A person less than eighteen years of age.

MIXED FAMILY

A family whose members include both citizens/eligible immigrants and noncitizens with ineligible immigration status.

NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. territory or possession.

NEAR-ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62, living together or one or more persons who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62 living with one or more live-in aides.

NEAR-ELDERLY PERSON

A person who is at least 50 years of age but below the age of 62, who may be a person with a disability.

NET FAMILY ASSETS

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land (Excluding the value of necessary items of personal property such as furniture and automobiles).

In cases where a trust fund had been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, KCHA shall include the value of any assets greater than one thousand dollars (\$1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

NON-CITIZEN

A person who is neither a citizen nor national.

PROGRAMS ESTABLISHED UNDER THE UNITED STATES HOUSING ACT OF 1937

1. The Public Housing program or Indian Housing program; 2. Any program operated as part of the Section 8 program; 3. The Section 23 Leased Housing program.

RECOVERING ADDICT

A person that: 1) has completed a supervised drug rehabilitation program and is not currently engaged in the illegal use of a controlled substance; or has otherwise successfully been rehabilitated and not currently illegally using drugs; or, 2) is involved in a supervised rehabilitation program and not currently illegally using drugs; and is involved in a self help group, such as Narcotics Anonymous, and not currently illegally using drugs.

OVERHOUSED

A tenant family with a greater number of bedrooms than required for family members, according to the standards set forth in Chapter V of this policy.

RESIDENCY PREFERENCE

A PHA established preference for admission of families that reside or work or have been hired to work in the jurisdiction of KCHA. The length of time the family has lived or worked the jurisdiction may not be considered.

REMAINING FAMILY MEMBER

A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own circumstances (e.g., widow age 47, not disabled or handicapped). The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

RESIDENT

A family living in KCHA's operational jurisdiction, working in KCHA's jurisdiction or notified that they are hired to work in KCHA's jurisdiction would be considered a resident of the jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

SECURITY DEPOSIT

A dollar amount set by KCHA for the Public Housing Program for unpaid rent, damages or other amounts owed under the lease upon termination of the lease.

SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as elderly, disabled, or handicapped or as a remaining adult member of a tenant family.

TENANT RENT

The amount payable monthly by the family as rent to KCHA. Where all utilities (except telephone and cable) and other essential housing services are supplied by KCHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by KCHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT (TTP)

An amount equal to 30 percent of the family's monthly adjusted income or 10 percent of the gross monthly income of the family occupying the dwelling unit, whichever amount is greater. TTP does not include charges for excess utility consumption or other miscellaneous charges.

TRANSFER

A move by a tenant family from one KCHA apartment to another, generally as the result of changes in family composition which changes the number of bedrooms required by the family. A transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UNDERHOUSED

A tenant family with an insufficient number of bedrooms for the number of persons in the family, according to the standard set forth in Chapter V of this policy.

UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewage services. Telephone service and cable TV are not included as a utility.

UTILITY ALLOWANCE

The cost of utilities (except telephone and cable TV) and other housing services for an assisted unit when not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to an estimate made or approved by KCHA or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

VERY LOW INCOME FAMILY

Family whose annual income does not exceed fifty percent (50%) of the median income for the area as determined by HUD.

VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST ADMISSION

An applicant selected for occupancy from KCHA'S waiting list.

Appendix C

Deconcentration Analysis and Admissions Policy

In accordance with the requirements of the Public Housing Reform Act and 24 CFR 903, the Kankakee County Housing Authority (KCHA) performed an analysis of the income levels of its two (2) general occupancy developments to determine if income disparities exist between the sites. The analysis of available public housing occupancy data as of December 2006, indicates that the average income at all covered developments is \$9,977 and the average incomes at KCHA developments are as follows:

Development No.	Development Name	No. of Units	Average Income	Established Income Range (85% - 115%)
IL039-003	Wild Wood	76	\$11,147	112%
IL039-007	Evergreen	20	\$8,620	86%

As this analysis indicates, none of KCHA's covered developments fall outside of the Established Income Range of 85% to 115% of the PHA-wide average income for all covered developments.

It is the policy of the KCHA to provide for the deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments should there exist a large disparity in average incomes in the future. Toward this end, and to meet future deconcentration goals, KCHA revised its current Admissions and Continued Occupancy Policy to provide for skipping particular families on its waiting list (s) and/or offering one or more incentives to encourage applicant families and resident families seeking voluntary transfers to consider occupancy in developments which the Authority is attempting to deconcentrate.

Various activities may be used at different times or under different conditions; however, these actions will always be offered in a consistent and nondiscriminatory manner. In no way does KCHA's deconcentration policy establish quotas by development nor does it impose requirements on families to live in a property to which they are not interested.

KCHA will continue to monitor HUD deconcentration regulations and make any necessary adjustments to this Policy as may be determined necessary.

Updated January 2007

Appendix D
Carbon Monoxide Alarm Detector Act

Public Act 094-0741

HB5284 Enrolled LRB094 17775 LCT 53074 b

AN ACT concerning safety.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. Short title. This Act may be cited as the Carbon Monoxide Alarm Detector Act.

Section 5. Definitions. In this Act:

"Approved carbon monoxide alarm" or "alarm" means a carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

"Dwelling unit" means a room or suite of rooms used for human habitation, and includes a single family residence as well as each living unit of a multiple family residence and each living unit in a mixed use building.

Section 10. Carbon monoxide detector.

(a) Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

(b) Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within 15 feet of every room used for sleeping purposes.

(c) It is the responsibility of the owner of a structure to supply and install all required alarms. It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall

provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

(d) The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Section 15. Violation.

(a) Willful failure to install or maintain in operating condition any carbon monoxide alarm required by this Act is a Class B misdemeanor.

(b) Tampering with, removing, destroying, disconnecting, or removing the batteries from any installed carbon monoxide alarm, except in the course of inspection, maintenance, or replacement of the alarm, is a Class A misdemeanor in the case of a first conviction and a Class 4 felony in the case of a second or subsequent conviction.

Section 20. Exemptions. The following residential units shall not require carbon monoxide detectors:

(1) A residential unit in a building that: (i) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; (ii) is not connected in any way to a garage; and (iii) is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner, to receive carbon monoxide from that source.

(2) A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building commissioner.

Effective Date: 1/1/2007

Floor Actions

Date Action 5/8/2006

Public Act 094-0741

Effective Date: 1/1/2007

Floor Actions

Date	Action
5/8/2006	Public Act 094-0741