

**HAB DEVELOPMENT CORPORATION**  
**ADMISSIONS AND OCCUPANCY POLICY**  
**HOME PROGRAM**  
**NEW CONSTRUCTION**  
***SPRING GARDENS***

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Revised 04/03

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## I. NONDISCRIMINATION

HAB Development will conduct the admissions process in a manner in which all persons interested in admission to HOME new construction housing are treated fairly and consistently.

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

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

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

## **II USE AND OCCUPANCY OF THE PROPERTY**

HAB Development will make continuously available for occupancy all units for families who are very low income.

### III. ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet the following conditions with relation to the bedroom size of unit that is available, a two bedroom or three bedroom unit.

- A. The applicant must qualify as a family. A family consists of:
  - 1. Two or more persons who have a family-type relationship; or
  - 2. Single person
  - 3. An elderly family is a family whose head of the household or the spouse is:
    - (a) at least 62 years old; or
    - (b) disabled; or
    - (c) handicapped

Definition of Handicapped and Disabled:

- (a) handicapped within the meaning of Section 202 Of the Housing Act of 1990:

A handicapped person is one who has a physical or mental impairment which:

- (1) is expected to be of long, continued and indefinite duration;
  - (2) is of such a nature that such disability could be improved by suitable housing conditions.
- (b) disabled with the meaning of Section 223 of the Social Security Act or Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970. Section 223 of the Social Security Act defines disability as:

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

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare, to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originated before such individual attains eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual.

B. Additional Eligibility Requirements:

In determining eligibility, the following facts about applicant/family behavior will be considered:

1. Non-payment of rightful obligations
2. Peril to the health, safety, or welfare of others
3. Destruction of property
4. Disregard of rules of occupancy and the rights of others
5. HAB Development will request additional information prior to determining eligibility, such as, but not limited to the following:
  - a. Three previous landlord references including the present landlord. Exceptions to the landlord references will be decided on a case-by-case basis.
  - b. Verification of past rental history.
  - c. Pre-home visit at current residence.
  - d. Interview with neighbors or local officials.

C. Income for Admission (Revised 12/11/02)

1. Eligible applicants must have GAI (Gross Annual Income) that is at or below 50% of the median income to qualify for the program.
2. In addition to (C(1)) above, applicants must have a monthly adjusted income that equals or exceeds the gross rent for the unit assigned to them.
3. HAB Development is committed to having all tenants' incomes under 50% of GAI (Gross Annual Income) for initial eligibility.

The following is a guideline on recertifications on households that have been in housing for at least 12 months:

RECERTIFICATION INSTRUCTIONS

**\*If Annual Gross Income is over 80% of the median income:**

(can pay the determined higher rent)

Take ADJUSTED Annual Income

- Deductions

= Adjusted Gross Income

- 12 months

X 30%

= Gross Rent

- Utility Allowance

**= Rent**

**OR use current Market Rent, whichever is lower.**

Market Rent is determined by using the Rent Reasonableness information from the Section 8 Rental Assistance Program.

**\*If Annual Gross Income is less than 80% of the median income:**

The HAB Development Corporation will charge a flat rent not to exceed the low HOME rent.

All rents will remain at or below the low HOME rent limits for the Billings area. HOME rent limits include utility allowances. In other words, the rent charged added to the utility allowances must remain at or below the low HOME rent limits.

HOME rent limits, utility allowances and FMRs change annually and the project rents may increase as leases are renewed and/or with 30-day notice to the tenant.

#### IV. FLAT RENTS

<b>Unit Size</b>	<b>Contract Rent</b>	<b>UA</b>	<b>Gross Rent</b>	<b>Low Home Rents</b>	<b>FMR</b>
<b>2 Bdrm</b>	<b>\$330</b>	<b>\$76</b>	<b>\$406</b>	<b>\$537</b>	<b>\$554</b>
<b>3 Bdrm</b>	<b>\$405</b>	<b>\$99</b>	<b>\$504</b>	<b>\$631</b>	<b>\$745</b>

## V. NOTIFICATION TO APPLICANTS

### A. Eligible Applicants.

Each applicant determined to be eligible shall be notified in writing of eligibility determination.

### B. Ineligible Applicants.

Each applicant determined to be ineligible shall be notified in writing of ineligibility.

**VI. TENANT SELECTION AND ASSIGNMENT (Revised 12/11/2002)**

- A. Outreach will be done for initial lease-up and vacant units that become available thereafter. A Waiting List will be kept by date and time of receipt of application. Tenant must have income 50% or below median income in order to be eligible for this program.
  
- B. Tenant Assignment
  - 1. HAB Development will maintain a record of each offer and each rejection or acceptance.
  
  - 2. An annual report to State and County HOME Programs will be submitted.

## **VII. ANNUAL INCOME**

A. HAB development will use the current Section 8 Program income definitions to determine eligibility as required by the HOME Program.

### **B. Verifications**

All income and asset information for admission and continued occupancy will be verified by HAB Development. Written inquiries will include a statement of the purpose of the inquiry and a statement by the applicant to permit the source to release information.

When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received (i.e... TANF, unemployment compensation, child support) the absence of such income will be verified.

All verification will be obtained prior to initial lease date or annual date.

Tenant files will contain documentation of all verifications.

1. Applicant/Tenant must furnish verification or provide authorization for HAB Development to obtain verification from a third party of all statements regarding income, assets and allowances. Copies of Social Security cards and birth certificates for all members of the family must be submitted. Certification by signing the Application for Admission or the Recertification Application will normally be considered sufficient verification of family composition.

## VIII. OCCUPANCY STANDARDS

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

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
2	2	4
3	3	6
Accessible Unit	1	4

### B. Transfers

1. Transfers from a two bedroom unit to a three bedroom unit will be done according to availability of vacant three bedroom units. These transfers will take priority over new admissions.
2. Occupants will be encouraged to put their name on other low income housing waiting lists. Should a family size increase to more than 6 people or exceed 50% of the median income, this family will possibly want to move.
3. A transfer will be required from vision, hearing or mobility impaired units depending upon the following occupancy circumstances;
  - a. When a resident who was initially vision/hearing/mobility impaired no longer requires a vision/hearing/mobility impaired unit.
  - b. When a non-vision/hearing/mobility impaired individual is residing in a vision/hearing/mobility impaired unit and a vision/hearing/mobility impaired individual needs a vision/hearing/mobility impaired unit.
  - c. When a remaining non-vision/hearing/mobility impaired family member resides in a vision/hearing/mobility impaired unit.
4. Transfers will be limited with a transfer fee of \$200.00.

## IX. LEASING

- A. Prior to admission, the lease shall be signed by all adult family members and subsequently executed by HAB.
- B. Prior to admission, a physical inspection of the unit will be made by the prospective tenant and HAB Development to note any deficiencies.
- C. The lease is to be current at all times and must be compatible with HAB Development policies as well as State and Federal Law.
- D. Annually, the lease will be signed by all adult members of the family to continue their residency. HAB Development may elect not to renew a family's lease. A 30 day notice prior to the expiration of the lease will be issued. The tenant may give a 30 day notice prior to the expiration of the lease if the family wants to move.
- E. If, through any cause, the signer of the lease ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by the new family head, provided the family remains eligible.
- F. If at any time during the term of the lease agreement there is a change in the tenant's status which results in the need to amend any provision of the lease, one of the following will be undertaken.
  - 1. The existing lease is to be cancelled and a new lease executed, or
  - 2. An appropriate rider is to be prepared and made a part of the existing lease.
  - 3. All copies of riders are to be signed by the tenant and HAB Development and a copy maintained in the tenant file.
- G. If a tenant family transfers to a different unit, the existing lease is to be cancelled and a new lease executed by the family and HAB Development for the dwelling into which the family is to move.
- H. A Security Deposit will be required and shall be payable at the time the lease is signed. The amount of the security deposit will be the amount specified in the Lease.
- I. HAB Development shall perform a physical inspection of all dwelling units no less frequently than once a year.

**X. MISREPRESENTATIONS**

The tenant is to be notified, in writing, of any misrepresentations or lease violations.

The applicant/tenant certifies that accurate information has been provided on family composition, income, net family assets, allowances and deductions. Any misrepresentation is considered to be a violation of the lease, and an eviction process may be started.

The applicant/tenant will comply promptly with all requests for information requested by HAB Development. Failure to do so will result in denial of or termination of housing.

## **XI. Tenancy Terminations**

- a. This lease may be terminated at the end of the 12 month period unless mutually agreed termination of lease between Tenant and Management during the Lease. A thirty day notice must be given by Tenant to Management or Management to Tenant. Tenant agrees to leave the dwelling unit and equipment in the same good and clean state it was in upon initial occupancy, reasonable wear and tear excepted, and to return the keys to Management when vacated.
- b. Management may only terminate the tenancy in accordance with the lease and HUD/HOME requirements. During the term of the lease, management may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse as described in paragraph d; or
  - (4) Other good cause (as described in paragraph e)
- c. Management will follow Montana State Law (M.C.A. 70-24-422) for remedies and notices to noncompliance.
- d. Criminal activity or alcohol abuse.
  - (1) Management may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents;
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or off the premises; or
    - (d) Any drug-related criminal activity on or off the premises
  - (2) Management may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.
  - (3) Management may terminate the tenancy for criminal activity by a household member in accordance with this section if management

determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) Management may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

(5) Management will terminate the lease if management determines that any member of a tenant's household has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.

(6) Notice to Post Office: When management evicts an individual or family from a dwelling unit for engaging in criminal activity, including drug-related criminal activity, management shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the dwelling unit. This action will be taken so that the Post Office will terminate delivery of mail for such persons at the unit, and such persons will not return to the development for pickup of the mail.

d. Other good cause for termination of tenancy

- (1) During the lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the lease term other food cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property;
  - (c) Living or housekeeping habits that cause damage to the unit or premises; or
  - (d) The tenant's failure to accept the owner's offer of a new lease or revision.

e. To terminate or refuse to renew tenancy, management must serve written notice upon the tenant specifying the grounds for action at least 30 days before the termination of tenancy.

Management will determine the following noncompliance as non-remediable:

- (1) any tenant action that threatens the health and safety of tenants or management;
- (2) any criminal activity or alcohol abuse as set forth in section d;
- (3) if substantially the same act or omission that constituted a prior noncompliance of which notice was given recurs within 6 months; or
- (4) If the tenant destroys, defaces, damages, impairs, or removes any part of the premises in violation of (M.C.A. 70-24-321)