PORT CHESTER HOUSING AUTHORITY (PCHA)

**ADMISSIONS AND OCCUPANCY POLICY REVISED August 1, 2017**

**I. INTRODUCTION**

A. This policy was developed and adopted in accordance with the Civil Rights Act of 1964 and the rules and regulations promulgated by the US Department of Housing and Urban Development.

B. This policy outlines HUD regulations and establishes discretionary policies and procedures for use by this Authority.

C. This policy is intended to promote an environment for low-income families from a broad range of incomes, which is conducive to healthful living and which is based on non-discrimination on the basis of race, color, creed, national origin, age, sex or handicap.

**II. POLICIES, RULES AND REGULATIONS**

Policies, rules and regulations will be duly adopted by a PCHA Board of Commissioners' resolution. Copies of policies and rules and regulations will be posted in PCHA offices and will be furnished to applicants and residents upon request.

**III. NONDISCRIMINATION REQUIREMENTS**

In making decisions concerning admission and occupancy of dwelling units, the PCHA must comply with requirements against discrimination contained in Civil Rights legislation enacted in the 1960's and subsequent legislation concerning the handicapped and the aged. The following outlines the PCHA's general policy concerning these requirements:

A. General Policy

1. The Housing Authority of the Village of Port Chester, New York will not discriminate against any person or family because of race, color, creed, age, sex, religion, handicap, national origin, or familial status, in any phase of the occupancy process. The occupancy process includes, but is not limited to, application processing, leasing, transfers, delivery of management and services, access to common facilities, treatment of residents, and termination of occupancy.

2. There will be no intimidation or retaliation actions by the PCHA or its staff against any applicant or resident because of participation in civil rights activities, or for having asserted any civil rights under statute, regulations, or requirements pursuant thereto.

3. The race, color, or national origin of the residents of the dwelling units or of the staff will not be a factor in the assignment of managers and other staff responsible for the administration of the dwelling unit.

4. The PCHA will abide by the nondiscrimination requirements of 24 CFR 960.203:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d), which prohibits discrimination based on race, color, or national origin in programs receiving Federal financial assistance. (24 CFR part 1)

b. The Fair Housing Act of 1988 (42 U.S.C. 3601-3619), also prohibits discrimination in housing practices based on handicap in residential real estate-related transactions. (24 CFR parts 100, 108, 109, & 110)

c. Executive Order 11063 on Equal Opportunity Housing. (24 CFR part 107)

d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination based on handicap in programs receiving Federal financial assistance. (24 CFR part 8)

e. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), which prohibits discrimination based on age in programs receiving Federal financial assistance. (24 CFR part 146)

f. Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent possible.

**IV. OUTREACH PROGRAM**

A. Overview

The purpose of the PCHA's outreach program is to inform eligible families of the availability

of the public housing program and to attract a sufficient number and variety of applicants to

fill all vacancies as they arise.

B. Equal Opportunity

All outreach efforts must be accomplished in accordance with the nondiscrimination requirements of Federal, state laws, and HUD guidelines for fair housing, which require the use of the equal opportunity logo, statement, and slogan.

C. Outreach Techniques

Within the constraints of its financial resources and the number of applicants needed, the PCHA will utilize methods such as the following to attract eligible families:

1. post notices in grocery stores, churches, community centers, and senior citizen centers
2. place notices in daily and weekly newspapers and other local publications
3. give oral presentations before local organizations, groups and agencies that serve the community
4. participate in meetings of local governing bodies

**V. RECEIVING AND PROCESSING APPLICATIONS**

A. The PCHA must receive a written application, signed by a responsible adult family member containing all data and information necessary to enable the PCHA to determine whether the family meets the basic requirements for entry into public housing.

B. Only original application forms will be accepted. Photocopies, faxes, etc. will not be accepted.

C. All applications will be date and time stamped upon receipt by PCHA.

**VI. CONDITIONS GOVERNING ELIGIBILITY**

A. The PCHA will determine whether an applicant for participation in their public housing program qualifies as a family, is income-eligible, and has disclosed and verified Social Security numbers and other information necessary to determine eligibility.

1. The definition of a family is included in the PCHA's Definitions section of these policies.
2. A family's annual income may not exceed the “low income” limits established by HUD for Westchester County, for the current year.
3. All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or tenant information will not be released unless there is a signed release if information request from the applicant or tenant.

**VII. OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted, as well as where, when, and how to apply. The notice will be published in a local newspaper of general circulation and by any available minority media. The public notice will state any limitations as to who may apply.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and by any available minority media.

**VIII. ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

A. The application will begin a permanent file for the applicant

B. All applications will be maintained in order of bedroom size, preference, and then in order of

date and time of application, and

C. Any contacts between the Port Chester Housing Authority and the applicant will be

documented in the applicant file.

**IX. APPLICANTS NEARING THE TOP OF THE WAITING LIST**

When an applicant appears to be within three (3) months of being offered a unit, the verification process will begin. It is at this point that the applicant’s waiting list preference will be verified. If the applicant no longer qualifies to be near the top of the list, the application will be returned to the appropriate spot on the waiting list. The Port Chester Housing Authority must notify the applicant in writing of this determination and give them the opportunity for an informal review.

Once the preference has been verified, the applicant will provide (for all household members) Social Security number verifications, birth certificates, citizenship/eligible immigrant information, student status information, as well as any other verification required to determine eligibility. All household members 18 or older will sign Consent for Release of Information forms, and the applicant will supply income information for all household members.

**X. PURGING THE WAITING LIST**

The Port Chester Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom it has current information, i.e. applicant's address, family composition, income category, and preferences.

**XI. REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Port Chester Housing Authority will not remove an applicant’s name from the waiting list unless:

A. The applicant requests in writing that the name be removed, or

B. The applicant fails to respond to a written request for information or a request to declare his/her

continued interest in the program, or

C. The applicant does not meet either the eligibility or suitability criteria for the program.

**XII. MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Port Chester Housing Authoritywill be sent a notice of termination of the process for eligibility. Their application will be removed from the waiting list.

However, the Port Chester Housing Authority will allow the applicant to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule. The PCHA will determine what constitutes good cause.

**XIII. GROUNDS FOR DENIAL**

The PCHA is not required nor obligated to assist applicants or potential residents who:

A. Fail to meet one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;**\***

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. Do not have the ability to maintain their housing in a decent and safe condition as such habits could adversely affect the health,

safety, or welfare of other tenants;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property

and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-

being of other tenants or staff or cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the

intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing (other than public housing) within three years of the date of application because of drug-related

criminal activity involving the personal use or possession for personal use of a controlled substance;

K. Were evicted from assisted housing (other than public housing) within five years of the date of application because of drug-related

criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a

controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Have a household member who is illegally using a controlled substance or abusing alcohol. The PCHA may waive this requirement if

that person demonstrates to the Port Chester Housing Authority’s satisfaction that he or she has successfully completed a supervised

drug or alcohol rehabilitation program, and can document it.

M. Have engaged in or threatened abusive or violent behavior towards any Port Chester Housing Authority staff or residents;

N. Have a household member who has ever been evicted from public housing;

O. Have a household member who has ever been terminated under the certificate or voucher program;

P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed), or of other

drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or

distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802, in a public housing

development or in a Section 8 assisted property;

Q. **Denied for Life:** If any family member(including live-in aides)has a lifetime registration under a State sex offender registration

program.

**\***The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the tenant and spouse

2. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local

law enforcement or court records in those cases there the household member has lived in the local jurisdiction for the last three years.

Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the

individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

3. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No

individual registered with this program will be admitted to public housing.

**XIV. NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the PCHA, by letter, that they have ten (10) calendar days from the date of the letter to present mitigating circumstances and request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. Applications found to be ineligible and/or applications that have been withdrawn for any reason will be removed from the active file permanently. No applications will be restored to active status for any reason once they have been removed. NO EXCEPTIONS WILL BE MADE. However, after one year, these applicants will not be denied the opportunity to file a new application, in accordance with Section III, which will establish a new application date

**XV. VERIFICATION OF INFORMATION**

A. All information taken from an applicant or tenant must be verified. Any information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file. This may include reports of interviews, letters or telephone conversations with reliable sources. At a minimum, these entries will include the date, the source of information (including the name and title of the individual contacted) and a summary of the information received. Applicant files will be retained for at least three (3) years after application. Tenant files will be retained for at least three (3) years after tenancy ends.

B. Sources of information may include, but are not limited to: the applicant or tenant, landlords, employers, the Department of Social Services, parole officers, court records, drug treatment centers, clinics, physicians, or police departments.

**XVI**. **METHODS OF VERIFYING INFORMATION**

PCHA records will include either copies of verifying documents or a notation by the PCHA employee who reviewed the document(s).

A. Income: Income is the most important factor in determining a family's eligibility for housing and among the most likely to be subject

to misrepresentation or error. Consequently, the PCHA has established methods of verifying income (including applicable deductions

and exemptions) which may include, but are not limited to:

1. third-party verification through an employer or public agency
2. review of documentation provided by the family, such as pay stubs, benefit checks, W-2 forms, etc.
3. direct contact with the income source
4. in the case of a tenant that claims to have no household income, the tenant will be required to do the following:
5. submit documentation verifying all attempts made by the tenant and tenant’s household members to obtain income or benefits and verifying the denial of said application for income and benefits, and
6. provide PCHA with a written statement outlining how the tenant is meeting fundamental and basic living expenses, such as food, clothing, toiletries, transportation (including insurance on any automobile), medical costs, etc. and further to supply documentation verifying how said expenses are being met. The information required to be supplied by tenant shall be on forms provided by PCHA.

B. Citizenship: Birth certificates must be provided for all family members. If born outside of the United States, an Alien Registration card

or Naturalization papers must also be submitted.

C. Social Security numbers: A social security card must be presented for each household member.

D. Full-time student: A letter must be submitted from the school, which states the student’s name, date-of-birth, social security number,

and that he/she is a full-time student.

E. Childcare Expense Deduction: if all adult members of your household are employed or full-time students, you may be able to claim

this deduction for childcare expenses paid by you for children 12 and under. Childcare expenses that someone else pays are not

eligible. The following must be submitted before the childcare expense deduction will be applied:

1. a notarized letter from your child care provider showing how much you pay and how often, ***AND***

2. proof of payment – this must be either copies of your cancelled checks made out to your child care provider (at least 4 current payments), or copies of the last 4 entire money orders you used to pay for childcare, made out to your child care provider (fill out the money order and make a copy of it before you pay your childcare provider).

F. Medical expenses: Bills submitted must show the payment due from the patient after all health insurance has been applied. They must

also show the date of service. Prescription drug receipts must show the co-pay amount paid. Coupon booklets or stubs for BC/BS, Epic,

AARP, etc. must be presented and show patient’s name and billing period. Cancelled checks are not acceptable forms of proof for

medical expenses.

# XVII. TENANT SELECTION AND ASSIGNMENT PLAN

Consistent with the objectives of Title VI of the Civil Rights Act of 1964 and the HUD regulations pursuant thereto, tenants will be

selected from among eligible applicants for apartments of given sizes and within such ranges of rent as to insure the financial solvency and

economic stability of the PCHA. The PCHA shall follow the statutory requirement that at least 40% of newly admitted families in any

fiscal year be families whose annual income is at or below 30% of the area median income.

A. Preferences will be granted to applicants as follows:

weight

1. Head of household employed: Part-time 3

Full-time 5

2. Spouse employed: Part-time 3

Full-time 5

3. Port Chester resident 10

4. Head of household employed in Port Chester 5

5. Spouse employed in Port Chester 5

6. Displaced person(s): Individuals or families displaced by 2

government action 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

7. No Section 8 – no rent assistance 40

Based on the above preferences, all applicants will be offered housing in accordance with their total weight value. The applicant with the highest total weight value will be offered housing first, and so on. Applicants in Section 8, public housing, or any other rental assistance program will be considered very low priority and will not be offered housing regardless of their weight value.

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

**Buildings Designated as Elderly Only Housing:** HUD has approved the NY 14-3 Project as being designated for elderly only. In filling vacancies in this development, only elderly families will be considered (head or spouse age 62 or older).

**Units Designated for Disabled Only Housing:** HUD has approved several units throughout our projects as being accessible units. In filling accessible units, first priority will be given to disabled applicants. If there are no disabled applicants on the list, next priority will be given to applicants who qualify for the appropriate bedroom size. Using these priorities, applicants will be selected from the waiting list using the preferences as outlined above. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, the PCHA needs the apartment for a disabled family (also, see Transfers).

B. Assignment Policies Plan A

Eligible applicants on the waiting list will be assigned to apartments in accordance with this plan to assure equal opportunity and non-discrimination on the grounds of race, color, sex, religion, age, handicap, marital status, or national origin and to avoid segregation. Offers will be made in the following manner:

1. When leasing a vacant dwelling unit, the PCHA will offer the unit to applicants on the waiting list in sequence and by

preference (as described above), until someone accepts it.

2. The PCHA will offer the applicant a suitable unit.

1. A suitable unit is a unit of the appropriate size (see Assignment of Bedroom Sizes) and type for the applicant family.
2. It will not be considered that an applicant has been offered a suitable unit, if the type of unit offered would allow the applicant to reside there only temporarily. Example: a handicapped unit offered to a non-handicapped family.

3. The Port Chester Housing Authority will contact the applicant first by telephone to make the unit offer. If the applicant

cannot be reached by telephone, he/she will be notified of the offer via first class mail. The applicant will be given five (5)

business days from the date of the letter to contact the Port Chester Housing Authority regarding the offer. Failure to respond

to an offer will be considered a refusal.

4. If the applicant refuses the offer of a suitable unit, and such refusal is the first refusal since the applicant was placed on the

waiting list, the applicant’s name will be placed at the bottom of the PCHA waiting list.

1. Placing an applicant’s name at the bottom of the PCHA waiting list means denying that applicant the benefit of all of the PCHA's selection preferences for a period of six (6) months, and establishing a new date and time of application, based on when the offer of a suitable unit was rejected.

5. If the applicant refuses the offer of a suitable unit, and such refusal is the second refusal since the applicant was placed on the

waiting list, the application will be withdrawn and the applicant’s name will be removed from the waiting list. Said

application will not be restored to active status for any reason once it has been so removed. A new application will not be

accepted for twelve (12) months from the withdrawn date.

6. If the applicant is willing to accept the unit offered, but is unable to move at the time of the offer and presents clear evidence

of his/her inability to move (to the PCHA's satisfaction), refusal of the offer will not result in placing the applicant’s name at

he bottom of the waiting list. Example: scheduled surgery.

7. If the applicant presents, to the satisfaction of the PCHA, clear evidence that acceptance of a given offer will result in undue

hardship or handicap, not related to considerations of race, color, or national origin, then refusal of such an offer will not

result in placing the applicant’s name at the bottom of the waiting list. Example: third floor walk-up unit offered to someone

with documented medical problems, which indicate climbing stairs to be a serious health hazard.

8. The PCHA will maintain a record of units offered, including location, date and circumstances of each offer, and each rejection

and acceptance.

C. A tenant requiring a transfer (as determined by PCHA) will have preference over applicants on the waiting list.

**XVIII ASSIGNMENT OF BEDROOM SIZES**

The following standards will determine the number of bedrooms required to accommodate a family of a given size:

|  |  |  |
| --- | --- | --- |
| Number of Bedrooms | Number of Persons | |
|  | Minimum | Maximum |
| 0 | 1 | 1 |
| 1 | 1 | 2 |
| 2 | 2 | 4 |
| 3 | 3 | 6 |
| 4 | 4 | 8 |

A. Apartments will be so assigned that, except possibly in the case of infants or very young children under the age of seven (7), it will not be

necessary for persons of the opposite sex (other than husband and wife) to occupy the same bedroom.

B. No family may remain in occupancy if it exceeds the maximum number of persons allowed by the occupancy standards, which is eight

(8).

C. Live-in aides require a separate bedroom.

D. If there are no families on the waiting list for a specific size unit, smaller families may be housed if they sign a release form stating they

will transfer (at their own expense) to the appropriate size unit when an eligible family needs the larger unit (also, see Transfers).

**XIX. TRANSFERS**

1. Transfers will be made without regard to race, color or national origin. Transfer of a family within the PCHA, when such family is

eligible for continued occupancy, is not, for any purpose, deemed to be an admission to the project and is not to be subject to the

preferences for admission.

B. Transfers will be made to alleviate overcrowding and under-utilization of space. A transfer list will be maintained that will include the

date the need for transfer was evidenced by the PCHA, the tenant’s name, current apartment size, and required apartment size.

C. If it is determined that the apartment size is no longer appropriate to the tenant's needs, then the PCHA may assign tenant to new

premises and the tenant’s lease shall be deemed amended accordingly. The PCHA shall notify tenant in writing of the assignment of the

new premises, the lease amendment, and that the tenant must vacate the current premises and assume occupancy of the new premises

within 15 days of the date of the notice. The notice shall further provide that within such 15-day period, tenant shall remove all

furniture, personal property, and debris of any kind from the current premises and leave the premises broom clean and in good condition

and repair. In the event that tenant does not move to the new premises within such 15-day period, such failure to move shall constitute a

serious and material default under their lease.

1. the apartment the tenant is leaving must be completely emptied by the tenant and must be left in a broom-clean condition;

2. the apartment will be inspected by the PCHA and costs for repairing damages beyond normal wear and tear will be charged to the transferring tenant;

3. residents shall bear the cost of transfers

D. Eviction proceedings will be brought against any tenant who refuses to transfer to an appropriate- sized apartment. Such refusal is a direct violation of these policies and shall constitute a substantial default under tenant’s lease.

E. Once a tenant has been notified to transfer, changes in family composition that would affect the transfer will not be allowed, but

will be considered an attempt to obstruct the transfer process.

**XX. LEASING OF APARTMENTS/SECURITY DEPOSITS**

A. The "Lease Agreement" will be signed by both the head of household and spouse, if applicable, and by the Executive Director of the PCHA or his/her designee, before the family is admitted into housing.

B. The adult family member who signs the lease is held responsible and accountable for the family and is known as the tenant of record. The tenant of record will be provided a copy of the lease. He/she will also be provided with a copy of PCHA’s Rules and Regulations, which will be explained in detail, and the tenant will sign a certification to that effect. The certification will be filed in the tenant’s file. Any violation of the lease or the Rules and Regulations is grounds for eviction.

C. If a tenant family transfers from one apartment to another, a new lease will be signed and executed for the apartment to which they transfer.

D. The family will pay a security deposit at the time of lease signing. The security deposit will be equal to one month’s rent or $250.00, whichever is greater. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be charged for such costs. The security deposit will not be used.

When a tenant vacates the premises, the PCHA will refund the security deposit to the tenant, in accordance with state laws, provided all of the following conditions have been met:

1. The tenant has given thirty (30) days written notice.

2. The apartment has been inspected, and the PCHA attests that there are no tenant-caused damages, or, if there are such damages, that the tenant has paid the PCHA for the cost of the necessary repairs and/or replacements.

3. The tenant does not owe the PCHA rent or other charges.

4. The apartment and all fixtures and appliances have been left reasonably clean, in working order, and free of all trash and debris.

5. The apartment is empty and broom clean.

6. The tenant has returned all apartment, lobby, and mailbox keys.

E. If an apartment becomes vacant due to the death of a tenant, and items 2, 3, 4 and 5 of the above conditions prevail, the PCHA will dispose of the security deposit in accordance with state laws, rules and regulations pertaining to the tenant's estate.

**XXI. REGULAR RE-EXAMINATION AND RENT ADJUSTMENTS**

The eligibility of all tenants will be re-examined once every twelve (12) months and, upon determination of the anticipated income for the ensuing year, the tenant's rent will be adjusted in accordance therewith. The length of time from the date of admission to the date of the first re-examination may not exceed twelve (12) months. Therefore, in order to fit a new tenant into the established schedule, their first regularly scheduled re-examination may be conducted in a period of less than twelve (12) months.

A. FAMILY CHOICE

At admission and each year during the annual reexamination period, each tenant will be given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount. The opportunity to select the flat rent is available only at this time. Once the tenant has chosen the formula method, it cannot be changed to flat rent until the next scheduled reexamination.

1. Tenants who opt for the flat rent will be required to go through the income reexamination process every three years, instead of every year as with the formula method.
2. However, tenants who opt for the flat rent may request to have a reexamination and return to the formula method at any time. Proper notice and verification will be required from the tenant. A Notification of Change form must be submitted.

B. THE FLAT RENT

The Port Chester Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit. The Port Chester Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied.Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

1. An annual letter to flat rent payers regarding the reexamination process will state the following:

a. that the tenant has the option of selecting a flat rent amount instead of completing the reexamination process and having their rent based on the formula amount

b. the amount of the flat rent:

the current flat rents are………….$965 $1125 $1375 $1765 $2025

number of bedrooms……..………. 0 1 2 3 4

c. that families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than every year as with the formula method

C. THE FORMULA METHOD

The total tenant payment using the formula method is equal to the highest of:

1. 10% of monthly income, or

2. 30% of adjusted monthly income, or

3. the welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of $50.00.

D. RE-EXAMINATION procedures:

Approximately three (3) months prior to a tenant's re-examination date, the PCHA will send a notice informing the tenant of their date for re-examination and the tenant's requirement to supply all necessary documentation, verification, and information on that date. All data assembled at the time of reexamination will be filed in the tenant's folder.

1. Each tenant is required to fill out, sign, and submit an Occupancy Report at the time of re-examination. Failure to comply by the date set by the PCHA will result in termination of the tenant's lease (eviction).

1. Occupancy Reports are to be typed or filled out in ink and must be signed. Corrections or changes are to be made

by lining through the original entry and substituting the correct information. Such changes must be dated and initialed.

2. Data assembled at time of re-examination, together with data already on file, will be reviewed and evaluated in accordance with established eligibility criteria for continued occupancy. In instances of marked variance between existing records and newly verified data, the reasons for the discrepancies will be ascertained and follow-up action will be taken.

E. RE-EXAMINATION: Follow-up Action

l. Tenants will be notified immediately of any instances of misrepresentation or non-compliance with the terms of their lease (or any PCHA policy) that were revealed during re-examination, and of any corrective or punitive action that will be taken by the PCHA.

2. If re-examination discloses that tenants, at time of admission, re-examination, or at any other time, made misrepresentations that resulted in their being classified as eligible when in fact they were ineligible; they will be required to vacate, even if they are currently eligible. Also, if at time of re-examination it is found that tenant misrepresentations have resulted in their paying a lower rent than they would have paid, the tenant will be required to pay the PCHA the difference between the rent they paid and the rent they should have paid. This is known as retroactive rent.

3. Tenants are required to report and verify, during re-examination, all changes of income or family composition. Appropriate rent changes will be made by the PCHA. If it is found that tenants have failed to report such changes as they occurred and that these changes would have required the tenant to pay a higher rent, the increased rent will be made retroactive to the date on which the change occurred (see Interim Rent and Occupancy Changes).

4. Any non-compliance with reporting procedures or misrepresentation of any kind by a tenant will be considered program fraud. Program fraud is grounds for eviction.

F. Also see paragraph XXXI. COMMUNITY SERVICE AND SELF-SUFFICIENCY.

**XXII. INTERIM RENT AND OCCUPANCY CHANGES**

A. Rents may be adjusted either upward or downward when there is a change in family circumstances. Such changes may include but are not limited to:

1. addition or loss of a household member. Other than by birth, the addition of a household member must be approved by the Authority. Potential residents must meet eligibility criteria, XIII GROUNDS FOR DENIAL will apply;

2. commencement or termination of Public Assistance/Welfare;

3. gain or loss of employment, or change within employment;

1. going from full-time to part-time
2. going from part-time to full-time
3. pay increase or pay cut

4. reaching senior citizen status (tenant of record or spouse only);

5. becoming disabled or handicapped;

6. gain or loss of full-time student status.

B. Tenants are responsible to notify the PCHA in writing, using a Notification of Change form, of all changes in circumstances - including changes in the number of household members - within ten (10) days of their occurrence.

1. Acceptable proof of all reported changes must be provided to the PCHA, attached to a completed Notification of Change form.

2. When there are changes in family circumstances that would require an upward rent adjustment, a retroactive rent charge back to the date of change will be made.

3. When a tenant reports a change that would require a downward rent adjustment, it will be effective only from the first (1st) day of the month following the month the tenant reports and verifies the change. It will not be retroactive.

4. An interim rent adjustment will not be processed for a decrease in income that lasts less than 90 days. Example: maternity leave

**XXIII. RENT COLLECTION POLICY (see XXIV. PCHA Rules and Regulations)**

**XXIV. PCHA RULES AND REGULATIONS**

**A WORD OF WELCOME**

The Port Chester Housing Authority (PCHA) welcomes you to your new apartment. This is your home. It will contain all the elements of pleasant living, and with your interest and cooperation, we will be able to create a community in which we can all take pride.

We ask each family to take a genuine interest in your development and the care of your buildings, grounds and equipment. With this in mind, this handbook, which is a part of your lease, was designed to aid in the operation and maintenance of the development, and its rules and regulations are based on the experiences of other developments, which are similar to ours.

We are happy to have you with us as part of our community, and with your help, we will continue to do our best to make the PCHA developments a desirable place to live.

PCHA Staff

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**ABOUT THE**

**PORT CHESTER HOUSING AUTHORITY**

The Port Chester Housing Authority (PCHA) was established in 1952 as a non-profit public corporation to provide “safe, decent and sanitary dwellings at rents that person(s) of low income can afford.”

It is a local agency that receives financial assistance from the United States Department of Housing and Urban development (HUD). The housing authority’s inventory consists of five developments: Midland Court, a 120 unit family development, Harborview and Parkview, each a 48 unit family development, and Drew Gardens and Brooksville Terrace, each a 62 unit senior citizen development.

The PCHA is governed by a Board of Commissioners made up of seven Port Chester citizens. Five are appointed by the Mayor to serve five-year terms. Two tenant elected resident commissioners serve two-year terms. The Chairperson and other board officers are elected annually by current board members.

The commissioners meet monthly, usually the last Wednesday of each month, in the PCHA offices. Meetings begin at 3:30 P.M. and are open to the public. Notices of all meetings are posted in the office lobby. The Commissioners develop policies that are enforced and carried out by the Executive Director and staff. Questions and inquiries are encouraged and should be directed to the staff and/or the Executive Director. We recommend that all questions and/or inquiries be submitted in writing for prompt and accurate response.

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**1.) OFFICE HOURS**

The PCHA offices, located at 2 Weber Drive, Port Chester, New York, 10573 are open Monday through Friday from 9:00 AM - 12:00 noon and again from 1:00 PM - 4:30 PM.

**2.) REPAIRS AND MAINTENANCE PROCEDURE**

All requests for repairs and other services must be made through the main office at **937-5550** (use this number 24 hours a day).

**THE MAINTENANCE STAFF WILL NOT TAKE OR RESPOND TO VERBAL REQUESTS FOR REPAIRS**

**3.)** **REPORTING DAMAGE**

Tenants should not attempt to make any repairs or alterations to PCHA property. You are required, however, to report all damage, leaks, stoppages etc. to our office at once. When calling in for repairs, provide the following:

1. your name

2. your building and apt. #

3. the problem

EMERGENCY REPAIRS WILL BE PERFORMED WITHIN 24 HOURS.

EMERGENCIES ARE:

* NO ELECTRICITY
* ELECTRICAL SHORTS (sparks and/or flickering lights)
* BROKEN WATER LINE (water cannot be shut off)
* SMELL OF GAS
* TOILET BLOCKAGE (water overflowing onto floor)
* LOCK OUTS
* ELEVATOR OUT OF SERVICE (buildings with just one elevator)
* FIRE
* NO WATER (hot or cold)
* WATER BACK-UP (water backing up into sinks, tubs etc.)

NOTE: Broken refrigerators are NOT considered emergencies, however they are priority repairs. If your refrigerator stops running, keep the doors closed (food will remain frozen for one to two days, if the freezer door remains closed). Report it, and maintenance will respond the next business day.

**THE HOUSING AUTHORITY IS NOT RESPONSIBLE FOR FOOD LOST DUE TO REFRIGERATOR MALFUNCTION**

Non-emergency repairs will be performed within thirty (30) business days.

Please remember, small repairs left unattended can turn into major problems. If your repair is not made within thirty days and/or you have not been contacted by maintenance, please call the Executive Director.

**NOTE:** Repairs involving outside contractors may not be completed within thirty days. If you are unsure about who is doing your repairs, please call.

**4.) SECURITY DEPOSITS**

A security deposit is required from all tenants. Its purpose is to defray the cost of any damages caused by you, your household or guests, or for any monies owed on your apartment when you move out. Security cannot be used to pay rent or any other charges while you are still in occupancy. Once you vacate, and the apartment has been inspected by us, the security may be refunded, less any charges or costs as noted above.

**5.) YOUR LEASE**

Every resident family is required to sign a Dwelling Lease and is required to live in the apartment for which they have a lease. Failure to live in the apartment will be considered abandonment.

The Dwelling Lease includes the Rules and Regulations as well as the tenant’s rights and obligations.

Each resident is expected to be familiar with and understand all aspects, rights, responsibilities and obligations of the Lease.

The tenant of record **will** **be responsible** for all monies owed to the PCHA.

You cannot sublease your apartment, sell your lease or assign it to anyone. You cannot take in boarders, rent out rooms or let anyone live in your apartment who is not listed on your lease. Other than by birth, the addition of a household member must be approved by the Authority. Potential residents must meet eligibility criteria, XIII GROUNDS FOR DENIAL will apply.

ANY VIOLATION OF THE RULES AND REGULATIONS IS A VIOLATION OF YOUR LEASE AND GROUNDS FOR EVICTION.

**6.) THE RENT COLLECTION POLICY**

**THE MONTHLY RENT IS DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH**

**NO PARTIAL PAYMENTS WILL BE ACCEPTED**

There will be a grace period of five (5) calendar days. On the sixth (6th) calendar day of the month – the 6th of each month, a Grievance Notice will be issued for service upon the tenant.

On the fifteenth (15th) day after service of the Grievance Notices, all unpaid accounts will be turned over to an attorney for collection. A Petition and Notice of Petition will be served and the court date will be set. If a Warrant of Eviction is issued by the court and the tenant fails to pay the full balance due in his/her account or remove himself/herself from the apartment by the expiration of any applicable stay, the Marshall shall serve a 72 hour Notice of Eviction on the tenant. The Marshall’s fees will be charged to the tenant.

"Repeated late payment" shall constitute just cause for the termination of the lease by the Authority. Late payment of rent shall be defined as failure to pay the amount of rent charges due in full by the fifth (5th) calendar day of the month. Four (4) such late payments within any twelve (12) month period shall constitute "repeated late payment" and may be grounds for termination of the tenant's lease upon written 30 day termination notice to the tenant.

In addition, failure of the tenant to pay maintenance, parking, air conditioner or any other non-rent charges or fees that are added to the tenant's account pursuant to the tenant's lease or these policies may constitute just cause for termination of the lease by the Authority upon written 30 day termination notice to the tenant.

Checks should be made out to the PORT CHESTER HOUSING AUTHORITY and must be from the tenant’s own account. Money Orders will be accepted. **NO CASH**.

The Authority will **REFUSE** personal checks from individuals whose check is returned once.

All payments received will be applied to the oldest balance on record, except for payments made and designated by the Department of Social Services for specific months.

RETROS:

1. All retroactive rent charges up to $10,000.00 must be paid in full within twelve (12) months from the date of the rent change notice containing the retroactive rent information. The tenant must pay at least 1/12 (one-twelfth) of the retroactive rent charge or $20.00, whichever is greater, with each monthly rent payment. Therefore, for retroactive rent balances up to $10,000.00, the minimum monthly retroactive rent payment would be $833.00, which is one-twelfth of $10,000.00.
2. For retroactive rent charges from $10,000.00 to $20,000.00, the monthly minimum payment will remain $833.00, but the installments would be extended for up to 24 months as required to pay off the retroactive rent balance.
3. For retroactive rent charges in excess of $20,000.00, the amount over $20,000.00 must be paid in a lump sum payment by the effective date of the rent change notice containing the retroactive rent information. The following month, installment payments of $833.00 per month would begin, in the same manner as prescribed in Section B) above.
4. If the minimum amount of retroactive rent is not paid each month as described above, the Authority will not accept the monthly rent payment and will commence eviction proceedings immediately.

**7.) RECERTIFICATION**

**THE MOST IMPORTANT ASPECT OF PUBLIC HOUSING LIVING IS YOUR ANNUAL RECERTIFICATION**, and it must be completed to ensure that you are paying the correct rent and that you are assigned the correct unit size. During recertification time, you are required to re-report, or update, all information pertaining to your household. When it is time for your recertification, you will be notified and given complete instructions on how to re-certify properly. Failure to comply with recertification requirements will result in eviction.

**8.) OCCUPANCY REPORTS**

The “Tenant’s Certificate and Application for Continued Occupancy” is also known as the Occupancy Report and you are required to file one each year as part of recertification.

**9.) CHANGES**

Any and all changes in circumstances, whether or not they affect income, must be reported (and verified) to PCHA within ten (10) days of their occurrence.

**10.) APPLIANCES**

No freezers, dishwashers, washing machines, air coolers, dehumidifiers or humidifiers are allowed in your apartment. One air-conditioner per apartment is permitted in 14-1 (Weber) and 14-3 (Drew, Terrace) for an annual charge of $150.00. Tenants are required to report AC’s to the PCHA. The annual cost for an *unreported* air-conditioner is $250.00 (see Schedule of Services Charges). The presence of any appliance in your apartment will be prima-facie evidence of its use and you will be responsible for any charges pertaining to it.

### 11.) UTILITY ALLOWANCE

The Authority shall establish an electricity utility allowance for all tenants with separately metered electricity service when the cost of such electricity service is paid directly by the tenant. The allowance will be determined by PCHA based on a reasonable consumption of electricity by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Separate allowances shall be established based on the size of the apartment (one bedroom, two bedrooms, etc.). Allowances will be evaluated at least annually as well as any time electricity rates change by 10% or more since the last revision to the allowance.

The electricity allowance will be subtracted from the family’s formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Authority. The amount of the electricity allowance is then still available to the family to pay the cost of their electricity usage. Any electricity cost above the allowance is the responsibility of the tenant. Any savings resulting from electricity costs below the amount of the allowance belongs to the tenant.

Electricity allowance revisions based on rate changes (of 10% or more) shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in reasonable consumption or other reasons shall become effective at each family’s next annual reexamination.

Tenants who receive a utility allowance will not be charged excess utility fees.

In the event a tenant’s electricity is turned off by Con Edison for any reason, tenant shall pay a fee of $25.00 to the Authority. Payment of the $25.00 fee must be made by money order or bank check only and must be received by the Authority before the electric service is restored.

**12.) SMOKE DETECTORS**

The smoke detectors in your apartment are mandated by building codes, and tenants must not disconnect or cover any smoke detectors. If your smoke detector stops operating properly, you must report it to PCHA immediately. Any smoke detector that is disconnected will be prima-facie evidence that the tenant has disconnected it and will be grounds for eviction.

**13.) FIRE PREVENTION**

In accordance with local and state building and fire prevention codes and regulations, tenants shall not store or house any fuel powered equipment or vehicles (including but not limited to lawn mowers, leaf blowers, mini-bikes, and scooters, propane tanks or propane fueled grills and cookers) in their apartments or in any common areas of the PCHA property.

**14.) SMOKE-FREE**

PORT CHESTER HOUSING AUTHORITY

SMOKE-FREE POLICY

Effective June, 2017, PCHA will begin implementing its Smoke-Free Policy as provided herein, banning smoking in all PCHA apartment units, indoor and outdoor common areas, and in the PCHA administrative office building, in accordance with HUD 24 CFR 965 Smoke-Free Public Housing Final Rule (effective date February 3, 2017).  Full enforcement of the Smoke-Free Policy will commence on July 30, 2018.

PCHA Tenants (and all members of Tenants' households) are parties to a written Lease with PCHA. This Smoke-Free Policy is incorporated into all PCHA Leases with a Smoke-Free Lease Addendum that states additional terms, conditions, and rules. A breach of the Smoke-Free Lease Addendum is a breach of the Tenant Lease. Failure of any resident and/or his/her guests or visitors to follow the Smoke-Free Policy will constitute a serious and material lease violation and will subject the Tenant to a termination of his/her lease.

The Smoke-Free Lease Addendum includes the following terms, conditions, and rules:

1. **Purpose of Smoke-Free Housing**: The parties (Tenant and PCHA/Landlord) desire to mitigate (i) the irritation and known adverse health effects caused by secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher cost of fire insurance for non-smoke-free buildings. Tenant acknowledges that the Smoke-Free Policy established by this Lease Addendum is applicable in all properties owned or managed by Landlord.

2. **Smoking Defined**: Smoking means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, electronic nicotine delivery system or vaporized nicotine product (electronic cigarette), pipe, hookah, or any form of lighted object or device that contains tobacco and/or marijuana, including but not limited to medical marijuana.

3. **Smoke-free Buildings and Grounds**: Smoking is not permitted anywhere inside or on any PCHA property (including, but not limited to inside apartments; in the common areas, such as community rooms, lobbies, hallways, stairways, laundry rooms, offices, and elevators; or in any other common areas or adjoining grounds, including playgrounds and yards), or within 25 feet of any entrance, window, building, or playground. Anyone smoking inside or on any PCHA property, or within 25 feet of any entrance, window, building, or playground will be deemed in violation of this policy.

4. **Signs**: Landlord shall post NO SMOKING signs inside and outside of all PCHA properties. Tenants are responsible to inform guests or visitors of PCHA's Smoke-Free Policy and that their housing may be compromised by violators.

5. **Complaints**: Complaints about prohibited smoking and/or smoke migrating into a residential unit or common area should be made in writing and should be as specific as possible, including the date, approximate time, location, and suspected source of migrating smoke. Complaint forms are available at PCHA office and on PCHA website ([www.pchany.org/](http://www.pchany.org/)).

6. **Enforcement Provisions**: Failure of any resident and/or his/her guests or visitors to follow the PCHA Smoke-Free Policy will constitute a serious and material lease violation and will subject the Tenant to a termination of his/her lease.

Before PCHA commences any eviction proceeding under this policy, the Authority shall first issue warnings, as follows:

a. 1st violation – the Tenant shall receive a verbal warning, which shall be documented in the Tenant's file, and cessation materials shall be distributed to the Tenant;

b. 2nd violation – the Tenant shall receive a written warning

c. 3rd violation – the Tenant shall receive a termination notice as provided for in PCHA's lease.

7. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement**: Tenant agrees that other PCHA Tenants are third-party beneficiaries of Tenant's Smoke-Free Lease Addendum with Landlord.

A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any legal action between Tenants related to the Smoke-Free Lease Addendum shall not create a presumption that the Landlord breached the Lease Addendum.

8. **Effect of Breach and Right to Terminate Lease**: A breach of the Smoke-Free Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of the Lease Addendum by the Tenant shall be a material breach of the Lease and grounds for enforcement actions, including eviction, by the Landlord. Tenant acknowledges that a breach of the Smoke-Free Lease Addendum shall also render Tenant liable to Landlord for the costs of repair to PCHA property due to damage from smoking, smoke odors, or residue.

9. **Disclaimer by Landlord**: Tenant acknowledges that Landlord's adoption of the Smoke-Free Policy and the efforts to designate PCHA's buildings and properties as smoke-free do not make the Landlord the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and common areas. Landlord specifically disclaims any implied or express warranties that the buildings, common areas, grounds, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises, common areas, or grounds will be free from secondhand smoke. Tenant acknowledges that the Landlord's ability to police, monitor, or enforce the provisions of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant, Tenant's household, and Tenant's visitors or guests. Landlord shall take reasonable steps to enforce the Smoke-Free Policy. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Lease Addendum than any other Landlord obligation under the Lease.

**15.) KEYS/LOCKS**

The PCHA will provide two keys to your apartment, one lobby key (where applicable) and one mailbox key. Additional keys or replacement keys will be your expense (but we can make them for you). If you request a lock change due to lost or stolen keys, you will be charged for the lock and any additional keys

**16.) WALLS**

You are not permitted to wallpaper or panel your apartment. You are not permitted to paint the walls, ceilings, or trim any dark colors or any color other than soft pastels. Use only small brads for hanging pictures and only approved hangers for heavier items such as mirrors. Do not use any stick-on mirror or cork tiles, or anything else that adheres or “sticks” to the walls or ceilings. Do not paint kitchen cabinets. Repair costs for damage to walls or other interior surfaces will be charged to the tenant.

**17.) FLOORS**

You are not permitted to install flooring of any kind. Carpeting may not be glued, tacked or stapled to the floor. It must be loose and able to be lifted by hand. Any changes or damages to floors will be corrected by the PCHA and charged to you.

**18.) PLUMBING**

Stoppages and/or backups caused by carelessness will result in charges to the tenant. Do not use drains for disposing of grease, food, bones, coffee grinds etc. Use a drain basket to catch all food and hair before it can go down your drain (this include your kitchen and bathroom sinks and your bathtub). Be extremely careful not to let anything fall into your toilet. Do not flush diapers, paper towels, sanitary napkins or any other items down your toilet. Do not use Draino or similar products. Remember, plumbing repairs can be expensive !!!

**19.) ENTRY/INSPECTIONS**

Routine inspections and maintenance, the making of improvements or repairs, showing the apartment for re-leasing etc. will be made by authorized PCHA staff at reasonable times. However, in the event of an emergency, the PCHA reserves the right to enter your apartment to make needed repairs at any time.

No additional locks, other than those already provided by the PCHA, are allowed on apartment entrance doors.

We **absolutely** do not permit tenants to install their own locks. Unauthorized locks are a lease violation.

In order to verify the compliance of PCHA properties with all applicable fire, safety and health codes and regulations, to promote the health and safety of the tenants and occupants of the PCHA properties and to ensure the compliance by tenants with the requirements of their leases and the PCHA’s Rules and Regulations concerning the cleanliness and maintenance of their units, the PCHA may schedule housekeeping inspections of units. Said inspections shall be scheduled on advance written notice to the tenants.

**20.) COMPACTORS**

On each floor of our buildings is a compactor chute for the disposal of tenant’s garbage. You are required to bag all garbage before placing it in the chute. Never try to stuff your garbage in the chute as this will jam the chute and cause a back-up. If your garbage is too large for the chute, place it in the dumpster in the parking lot.

Do not throw household garbage in the trash bins located around the building.

See the Super in your building for disposing of furniture or other large items.

**NEVER** keep garbage, even in plastic bags, inside your apartment. **GARBAGE ATTRACTS ROACHES** **AND MICE!!!**

**21.) RECYCLING**

The PCHA and all PCHA tenants are required to comply with Chapter 825 of the Laws of Westchester County. Chapter 825 is titled the “Westchester County Source Separation Law”. Tenants are required to recycle newspapers, paper, glass, metals, plastics, cardboard, and yard waste.

The PCHA will provide the appropriate receptacles for each type of recyclable. All tenants are required to separate recyclable items from household trash as directed by county law and guidelines. Tenants must place recyclable items in the appropriately marked receptacles provided by the PCHA.

Tenants will be provided with printed informational recycling guideline materials supplied by the County of Westchester Department of Environmental Facilities. In addition, recycling guides provided by the County of Westchester will be available at the PCHA office, in both English and Spanish.

**22.) EXTERMINATION**

A. REGULAR SERVICE: Our exterminators service each apartment on a regular, rotating basis. You will be notified in advance when it

is “your week” for service. All apartments must be serviced when due. If you have a problem with pests, you are required to report it.

B. BEDBUG EXTERMINATION: Bedbug infestation has become an increasingly serious problem in all residential buildings. Prompt,

systematic and effective treatment of units in which bedbugs are detected must be made to alleviate such infestation and prevent its spread

to other units. Effective treatment of individual apartment units requires the full cooperation of the tenant households. In order to combat

this growing problem, the PCHA hereby establishes the following policy:

1. All tenants must report any evidence of bedbug infestation immediately to the PCHA. Failure to report evidence of infestation, if such infestation is subsequently confirmed *will* result in the cost of extermination treatment being charged to the tenant.
2. Effective treatment can only be done if an infested unit is properly prepared in accordance with the directions of the PCHA's extermination service. Once infestation of a unit has been confirmed by the PCHA's extermination service, the PCHA shall notify the tenant in writing. The notice shall advise the tenant of the infestation, provide written directions of what steps the tenant must take to ready the unit for effective bedbug extermination treatment and state when such treatment has be scheduled to occur. *Tenant shall sign the notice, acknowledging the treatment date and tenant's obligations to prepare the apartment for treatment.*
3. Tenant shall be responsible for preparing the unit in accordance with the written notice to the tenant so that it is ready for effective treatment before any scheduled treatment date.
4. Failure by a tenant to comply with the provisions of this section shall constitute violation of a substantial obligation of the tenancy and may result in termination of Tenant's lease.

**23.) HEAT**

Heat is provided at no additional cost to you. Using your stove to heat your apartment is strictly forbidden and very dangerous. During the cold weather you should keep your windows shut and dress warmly, even when indoors.

The use of any type of space heater is prohibited. The presence of a space heater in your apartment is prima-facie evidence of use and a violation.

**24.) VISITORS/GUESTS**

Upon prior notification to the PCHA, you may have a guest stay with you for a period not to exceed two (2) weeks. This must be approved by the PCHA *before* your guest arrives.

**25.) CONDUCT OF CHILDREN**

This development has been designed to make life pleasant for all our tenants, including children. Playgrounds are provided for the younger children and there are public parks nearby for the older ones. Therefore, and out of respect for the other tenants, there will be no bike riding or ball playing of any kind permitted on PCHA property. Water guns, super-soakers, etc. are prohibited.

Children are not to be permitted to cause any annoyances or disturbances to other tenants or to deface or otherwise damage property.

No playing or loitering is allowed in hallways, stairways or basements.

**PARENTS WILL BE HELD RESPONSIBLE FOR THE CONDUCT OF THEIR CHILDREN AND ALL DAMAGES CAUSED BY CHILDREN WILL BE CHARGED TO THE PARENTS.**

**26.) NOISE**

The tenant of record is accountable for the conduct of all household members, friends and/or visitors. Therefore, please exercise all courtesies as not to disturb the rights of your neighbors. Noise must be kept to a minimum at all times, but particularly before 7:30 A.M. and after 11:00 P.M.

**27.) BANNING/LOITERING AND TRESPASSING**

The policy of the Port Chester Housing Authority to ensure the safety, security and welfare of all legitimate residents and housing staff on all

PCHA properties is to ban, arrest and/or prosecute individuals who cannot legally claim residence or entitlement to the PCHA properties or who do

not have legitimate reasons and/or permission for access to PCHA premises.

The Police, Executive Director, Security Personnel, PCHA Staff and other individuals authorized to control activities on PCHA properties may use

the following guidelines to ban residents and non-residents from PCHA properties:

Residents

Residents may be banned from all PCHA properties except their unit and immediate area pending termination if any of the following are found to be

applicable to the resident through an official hearing process:

1. resident is engaged in drug-related or criminal activity on or near PCHA properties;
2. resident acts in a manner so as to threaten the safety and well-being of police, staff, residents and others;
3. resident repeatedly acts or acted so as to threaten or disturb the safety and well-being of police, staff, residents and others;
4. resident engages in criminal activity or is convicted of a crime that results in resident becoming subject to a lifetime registration
5. requirement under a state sex offender registration program

Non-residents

A non-resident, or unauthorized guest (i.e. one who is not listed on any lease held by the Authority and has no legitimate business on PCHA

property), may be banned for one or more of the following reasons:

1. suspected or actual criminal activity, including drug trafficking, drug use and/or possession, damaging PCHA property;
2. loitering in common areas or on other PCHA properties;
3. acting as a lookout or facilitator for drug-related or any criminal activities;
4. consumption of alcoholic beverages on PCHA properties;
5. obstructing or interfering with police or PCHA staff in the performance of their duties;
6. acting in a manner so as to disturb the safety and well-being of residents, staff, police and others;
7. engaging in criminal activity or being convicted of a crime that results in such person becoming subject to a lifetime registration
8. requirement under a state sex offender registration program.

These conditions apply to legitimate guests of residents as well, with the added condition that no guests who have been convicted for serious

criminal or drug-related activities on PCHA properties in the past, or who have engaged in criminal activity or have been convicted of a

crime that results in such person becoming subject to a lifetime registration requirement under a state sex offender registration program, are

permitted to be on any PCHA site, even as a legitimate guest of a resident.

Individuals on the PCHA ban list can be arrested for trespassing on PCHA properties at any time if observed on PCHA property while the

ban is in effect. Arrests may be affected:

1. immediately by the police when observed on the property;
2. via warrant if observed on PCHA property by personnel without arrest powers.

A. REPORTING: All persons banned from PCHA property will be given an original copy of the letter banning them from all PCHA properties.

The letter will include:

1. the full name and address (if known) of the offender;
2. the date the letter is given to the banned individual;
3. resident/non-resident status of the individual;
4. the reason(s) for banning;
5. description of the individual, including birth date (if known), social security number (if known), driver's license or other special identification if available;
6. list of witnesses

All persons banned from PCHA properties are to be placed on an official list indicating the ban status of the offenders. The list shall be

distributed to:

1. the local law enforcement dispatcher;
2. all officers working as agents in the PCHA;
3. all PCHA staff;
4. tenants of the PCHA (posted in PCHA office lobby);
5. all others requesting a copy.

B. LOITERING: In order to promote the safety, security, welfare and peaceful enjoyment of all residents, there shall be no loitering or congregating

by residents or non-residents, in any public hallway or common area of any PCHA properties from 11:00 pm until 6:00 am.

**28.) PARKING Weber Drive/45 Traverse/70 Purdy**

PCHA head of household tenants will be eligible to purchase **one (1)** PCHA parking pass per calendar year. The cost for a PCHA parking pass is **$50 per year**. Parking passes are valid for one calendar year and tenants must apply for and purchase a new pass each calendar year. If a tenant purchases a parking pass at any point during a given calendar year, the pass is valid only until the end (December 31) of that specific calendar year (i.e. it is not valid for a full 12 months).

Parking passes will be sold based on the inventory of available spaces for each PCHA site/parking lot, on a first come - first served basis. Because parking is limited, only one parking pass will be issued for any apartment. Parking passes will only be sold to those tenants who submit a valid New York State vehicle registration and a valid New York State driver’s license issued to a member of the tenant's household who is listed on the tenant's lease. The address on the NYS vehicle registration AND on the NYS driver’s license must be the same as the head of household’s PCHA address.

A parking pass is issued for a specific, numbered parking space, and the pass is valid for that specific, numbered parking space only. The pass will be a “hang-tag,” which must be displayed on the rear view mirror of the vehicle for which the pass was issued.

Any vehicle that is parked in a PCHA parking lot but is not in full compliance with the PCHA Parking Policy may be towed at the sole risk and expense of the vehicle owner.

Once a tenant has been assigned a specific parking spot, they will have the opportunity to purchase a new pass for that spot each calendar year, provided they apply and submit payment for that spot within the timeframe specified and communicated by the PCHA. Applicant must meet all requirements (for example, valid NYS registration and driver’s license bearing tenant’s PCHA address) each calendar year. If a tenant does not apply and submit payment by the stated deadline and meet all other requirements, the parking spot will be sold to another tenant who has applied and met all requirements. Expired passes are not valid and the vehicle may be towed.

Lost or stolen passes will be replaced at a cost of $20. If the tenant does not replace the pass but continues to park in the spot, the vehicle may be towed.

If the tenant obtains a new vehicle to replace the vehicle for which the pass was issued, the pass may be transferred to the new vehicle, with PCHA approval. The tenant must request such transfer and approval from the PCHA, or the new vehicle may be towed. Since the pass is valid for only one vehicle, the old vehicle may no longer be parked on PCHA property.

Vehicles without a valid parking pass displayed on the rear view mirror and vehicles parked in any spot other than the specific numbered spot for which that vehicle’s parking pass has been issued may be towed from PCHA lots at any time and at the sole risk and expense of the owner of the vehicle.

Parked vehicles must be operable. All spaces are for daily parking only, and not for storing a vehicle. Spaces are not for abandoned, or commercial vehicles, or for repairing or washing vehicles. Vehicles with an expired or missing registration or license plates, vehicles that have one or more flat tires, or any other condition that would make driving them a violation under NYS law (examples: broken lights, broken windshield, missing mirrors, etc.), or that otherwise violate PCHA parking standards, may be towed at any time at the sole risk and expense of the owner of the vehicle. These rules apply and will be enforced for all vehicles, including vehicles that have a valid PCHA parking pass.

Parking in any PCHA lot or on any PCHA property is at the vehicle owner’s risk; the PCHA is not responsible for any loss or damage to any vehicle parked in any PCHA lot or on any PCHA property.

Should a tenant qualify for a parking pass, but no space is available, the tenant's name will be placed on a waiting list in date order. When a space becomes available, a parking pass will be offered for sale to the tenant whose name is first on that list, providing they still qualify. If the tenant purchases the pass that has become available, that pass will be valid until December 31 of the current calendar year.

If the tenant prefers not to be placed on a waiting list and a spot is available in another PCHA property’s parking lot, the PCHA may issue a parking pass to the tenant for a space in the other PCHA lot. Similarly, if spaces are available after the initial sale period, PCHA may, at its discretion, offer to sell and issue a second parking pass to a tenant for another PCHA property’s parking lot, provided that all other requirements (a second valid New York State vehicle registration and a second valid New York State driver’s license issued to a member of the tenant's household who is listed on the tenant's lease) have been met and there are no other tenants waiting for a spot.

There are a limited number of Disabled designated parking spaces at each PCHA site; these spots are also subject to all of the rules, regulations and requirements set forth in the PCHA Parking Policy.

**29.) PARKING 10-22 Drew/167-169 Terrace**

Because parking is limited, spaces are only assigned to those tenants who register with thePCHA. To register, you must submit a valid current New York State vehicle registration and a valid New York State driver’s license (you need to prove that at least one member of your household is a licensed driver – if you register two vehicles, there have to be two drivers). The names on these documents must be listed on your lease. A parking space will be assigned (depending on availability) to those tenants who register a vehicle, a permanent (no expiration date) parking sticker will be issued (and must be displayed in the rear window of the vehicle). Should a tenant qualify for a space and no space is available, his or her name will be placed on a waiting list in date order. When a space becomes available, it will be assigned to the tenant whose name is first on that list.

Registered vehicles must be operable. Assigned spaces are for daily parking only, and not for storing a vehicle. Spaces are not for abandoned, or commercial vehicles, nor for repairing or washing vehicles. Vehicles that are not registered with PCHA, or are parked in spaces which were not assigned to them, or have expired or missing registrations or license plates, or have one or more flat tires, or another condition that would make driving them a violation under NYS law (examples: broken lights, broken windshield, missing mirrors, etc.), or that otherwise violate PCHA parking standards, may be towed at any time at the risk and expense of the owner of the vehicle.

Vehicles are parked in any PCHA lot or on any PCHA property at the vehicle owner’s risk. The PCHA is not responsible for any loss or damage to any vehicle parked in any PCHA lot or on any PCHA property.

**30.) PET OWNERSHIP**

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 (Pet Ownership in Public Housing) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own one (1) or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the PHA.

Section 31 does not alter, in any way, the regulations applicable to Federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C.

New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to *service animals* that assist persons with disabilities. This exclusion applies to both *service animals* that reside in public housing and service animals that visit PHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes PHAs to limit or impair the rights of persons with disabilities, or affects any authority PHAs may have to regulate *service animals* that assist persons with disabilities.

The Port Chester Housing Authority (PCHA) will notify new residents of this right and provide them with a copy of this Policy. In order to obtain PCHA approval to own and keep a pet on PCHA property, prospective pet owners must comply with and agree to the following:

1. The terms *Tenant of Record* and *Resident* both refer to the leaseholder and are interchangeable for the purpose of this policy. PCHA shall consider the Tenant of Record/Resident as the pet owner. The pet owner will be responsible for any pet in his or her household.
2. Only c*ommon household pets* are permitted. The maximum number of pets permitted per apartment is two (2).
3. *Common household pet* means a domesticated dog, cat, bird; a small animal such as a gerbil, hamster, guinea pig, etc.; or fish in an aquarium. Large reptiles such as snakes and iguanas; large rodents or other large animals are prohibited. No *wild* animals, birds, or fish are allowed. No exotic or unusual pets allowed.
4. SMALL BREED DOGS ONLY, with a maximum full-grown weight of twenty (20) pounds and a maximum full-grown height of fifteen (15) inches.
5. The maximum full-grown weight of any pet shall not exceed twenty (20) pounds. Such limitations do not apply to a certified *service animal*. Certification will be required for service animals.
6. No resident shall keep a vicious or intimidating pet on the premises. If PCHA deems a pet to be vicious or intimidating and the pet owner declines, delays, or refuses to remove the animal from the premises, PCHA shall do so or arrange to do so, in order to safeguard the health, safety, and welfare of other PCHA residents. This includes service animals.
7. PCHA suggests that all pet owners carry **pet liability insurance for renters.**
8. Dog owners must license their dog with the Village of Port Chester (documentation required).
9. Dog and cat owners must provide proof of rabies and distemper inoculations (and/or boosters) annually or at such other times as PCHA may request (documentation required).
10. Dog and cat owners shall provide proof of spay/neuter for all animals over 6 months old (documentation required). If the animal is less than six (6) months old when registered with PCHA, the resident must submit a notarized statement stating that their animal will be spayed or neutered when it is 6 months old, along with verification that a spay/neuter appointment is scheduled (documentation required). Exceptions to the spay/neuter requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet’s age or illness.
11. All pets shall be housed inside the pet owner’s apartment. Any pet other than a dog or cat must be caged.
12. No resident shall alter their apartment or the surrounding premises to create a space, hole, container, enclosure, or other accommodation for any pet.
13. DOGS MUST BE LEASHED when outside of their owner’s apartment. All pets must be confined (leashed, crated, caged) when taken out of their owner’s apartment for any purpose.
14. CURB YOUR DOG: Dog owners shall remove and properly dispose of dog feces.
15. No resident shall keep, raise, train, breed, or maintain any animal or pet at any PCHA location for any commercial purpose.
16. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of this Pet Ownership Policy to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
17. No pet owner shall permit their pet to disturb, interfere, or diminish the peaceful enjoyment of PCHA premises by their neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, chasing, biting, scratching, or any other behavior or activity of a disturbing nature. If the pet owner declines, delays, refuses, or is unable to correct such behavior or activity, they will be required to remove such pet from PCHA property. If the pet owner declines, delays or refuses to remove such pet from PCHA premises, PCHA shall do so or arrange to do so. Eviction may result.
18. All pet owners shall take precautions and measures necessary to eliminate pet odors within and around their apartment, and shall maintain their apartment in a sanitary condition at all times, as determined by PCHA.
19. Damage to PCHA premises resulting from the keeping of any pet is prohibited. Upon such determination by PCHA, the resident is required to remove the pet from PCHA property permanently. If the pet owner declines, delays or refuses to remove such pet from PCHA premises, eviction may result.
20. Costs to repair any damage, (including cleaning fees) to PCHA premises resulting from the keeping of any pet, shall be the financial responsibility of the pet owner. Failure of the pet owner to pay for said repairs will be grounds for eviction.
21. PHA staff shall enter any dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. PCHA shall accept no responsibility for the pet under such circumstances.
22. All residents are prohibited from feeding, housing or caring for stray animals or birds. All pets must be registered with PCHA.
23. Other than certified service animals, no pet or animal is permitted to VISIT on any PCHA property under any circumstances. If an animal is not a resident's registered pet, it should not be on PCHA property at any time.
24. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PCHA premises.
25. Should any pet housed in PCHA's facilities give birth, the pet owner shall remove from PCHA premises all pets – except one – as soon as the offspring are able to survive on their own (a maximum of 10 weeks).
26. Any PCHA resident who is in compliance with the requirements set forth in this policy, may apply to become a registered pet owner by submitting a completed Pet Registration form (available at PCHA office), and all required documentation listed on the Pet Registration form.
27. There is no fee to register a pet, however when registering a dog, cat, or aquarium (10 gals. or more), a refundable deposit of **$100 (per pet)** is required and must be paid at time of registration.
28. Pet registration forms will not be approved if the required deposit is not paid.
29. Pet registration forms will not be approved if all required forms, documents, and or verifications are not provided to PCHA.
30. No resident shall be considered a registered pet owner until and unless their Pet Registration form has been approved by PCHA.
31. Any resident who breaches, violates, or fails to comply with this policy will be subject to eviction.

**31.) VIOLENT BEHAVIOR**

Any violent behavior of a resident shall be considered a lease violation. “Violent Behavior” will include (but is not be limited to) threats of bodily harm to PCHA staff and/or other residents, assault of PCHA staff or other residents, or destruction of PCHA property. If a resident engages in violent behavior, he/she shall be subject to legal action by the PCHA and eviction. Possession by a resident, household member or guest, of illegal firearms or other weapons, as such term is defined in the NYS Penal Law, shall also be grounds for eviction of the resident.

**32.) CRIMINAL ACTIVITY**

A. The PCHA may terminate the lease of a tenant if the tenant, any occupant under tenant’s lease, member of tenant’s family or guest

engages in any of the following:

1. criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents
2. criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises
3. drug-related criminal activity on or near the premises
4. illegal use of a controlled substance
5. abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents
6. criminal activity or conviction that results in such an individual becoming subject to a lifetime registration requirement under a

state sex offender registration program

B. The PCHA may terminate the lease of a tenant if the tenant, any occupant under tenant’s lease, member of tenant’s family or guest is:

1. 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
2. violating a condition of probation or parole under Federal or State law

C. When evaluating any breach of the “One Strike You’re Out” provision of tenant’s lease and the Authority’s policies, the Executive

Director may consider one or more of the following factors:

1. the age of the individual who engaged in the criminal and/or drug related activity (specifically, whether such individual is a minor);
2. the site of the criminal and/or drug related activity (i.e., on or off Authority property);
3. evidence of knowledge of or complicity in such criminal and/or drug related activity or financial gain from such

activity on the part of the tenant;

1. the effect of eviction of the entire household based on the criminal and/or drug related activity of a household member and/or guest;
2. feasibility of removal of the individual who engaged in criminal and/or drug related activity from the household.

**33.) BUSINESS**

In order to preserve the residential character of the development, we do not permit anyone to carry on a business or profession therein or to display any signs in or about the premises.

**34.) CHARGES**

No charges will be made for repairs necessitated by normal wear and tear. Charges will be made, however, for any repair of damages to the premises, buildings, facilities, equipment, grounds or common areas caused by you, your household or guests, or considered by the Authority to be beyond normal wear and tear.

The SCHEDULE OF SERVICE CHARGES list for repairs and/or services is posted in the PCHA offices.

**35.) SCHEDULE OF SERVICE CHARGES**

Excess Utility Fee – reported air conditioner (14-1, 14-3) per year $150.00

Unreported air conditioner (14-1, 14-3) per unit per year $250.00

Parking (per space 14-3) monthly $4.00

Parking (per space 14-1, 14-2) per year $50.00

Lockout (during office hours) $5.00

Lockout (after hours) $25.00

Locksmith Call – minimum $100.00\*

\*If a locksmith is required, the tenant shall bear all costs

Returned Check Fee $25.00

Marshall Fee – minimum $130.00

Apt. Door Lock (single lock – cylinder) $60.00

Apt. Door Lock (double lock – cylinder and dead bolt) $120.00

Interior Door Locks (button-lock door knobs) $35.00

Lobby Key – Drew and Terrace $20.00

Lobby Key – Purdy $40.00

Apartment key – requires lock change $60/$120

Mailbox key – requires lock change $25.00

Replacement bulbs for PCHA ceiling fixtures (Drew and Terrace): u-shaped fluorescent $12.00

long florescent $8.00

incandescent screw-in $5.00

Any costs to the PCHA for repairs and/or charges that are not listed above will be passed on to the tenant. Some examples are window glass, window screens, doors/door hardware\*, toilet bowls/tanks, kitchen cabinets/counters, towing fees, and any damages to apartments or equipment that are not attributable to normal wear and tear. All damages to any PCHA property caused by a tenant, a tenant’s family or guests, will be the financial responsibility of the tenant. \* Example: Housing's cost to replace an interior door:

50.00 for the door

69.04 for 2 hrs. labor @ $34.52 per hour

35.00 for the hardware

$154.04 = Total cost to PCHA (tenant cost rounded to $150)

*All charges and/or fees listed herein are subject to change at any time (updated March 2017).*

**36.) MISCELLANEOUS**

1. Barbecues or cook-outs are not permitted on PCHA property
2. No bikes, strollers, carriages or other personal items may be left in hallways, lobbies or stairwells.
3. Clothing or other items may not be hung from windows.
4. Fire escapes are not to be used for plants, storage, displaying holiday lights or decorations.
5. No outside shades, awnings, or antennas may be installed. All inside shades or blinds must be white.
6. Do not shake mops or rugs, etc. out of windows or in hallways, lobbies, or stairwells.
7. Any tenant-installed towel racks, ceiling fans, etc. must be approved by the PCHA prior to installation and will become the property of the PCHA once the tenant has vacated.
8. Telephones and/or cable access may be installed at the tenant’s expense.
9. No one is allowed on any PCHA roof except in an extreme emergency, such as fire.
10. Tenants are advised to carry their own renter’s insurance.

**37.) BULLETINS**

Whenever it is necessary to advise tenants of changes in rules and regulations or to announce development programs, bulletins will be distributed by the PCHA office, or posted in the lobby or in one or all of the development buildings.

**38.) INFORMATION**

Please come to our office for correct answers to questions you may have relating to your residence here. Rumors can never be depended upon to be accurate. If in doubt, do not hesitate to call the office for clarification.

**XXV. EVICTIONS**

A. The notice of termination to tenants will state the reasons for eviction and will inform tenants of their right to make such reply as they may wish and of their right to request a hearing in accordance with the PCHA's Grievance Procedure.

B. As per the Anti-Drug Abuse Act of 1988, "The tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity including drug-related criminal activity, on or near the Housing Authority's premises, while the tenant is a tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use of, or possession with intent to manufacture, sell, distribute, or use, a controlled substance".

C. The PCHA will note each eviction in the tenant’s file.

**XXVI. GRIEVANCE PROCEDURES**

The PCHA's Grievance Procedures shall be applicable to all individual disputes a tenant may have with respect to PCHA's actions or failure to act in accordance with the tenant's lease, or PCHA regulations which adversely affect the tenant's rights, duties, welfare, or status:

**GRIEVANCE PROCEDURES AND REQUIREMENTS**

1. Purpose and Scope

The purpose of this Regulation is to set forth the requirements, standards and criteria for a grievance procedure established and implemented by the Port Chester Housing Authority (PCHA) to ensure that PCHA tenants are afforded an opportunity for a hearing if the tenant disputes within a reasonable time any PCHA action or failure to act involving the tenant's lease with the PCHA, or PCHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status.

2. Applicability

a. The PCHA Grievance Procedure shall be applicable to all individual grievances, as defined in section “4. Definitions” of this Regulation, between the tenant and the PCHA, provided that if prior to eviction, a tenant be given a hearing in a court containing the elements of due process, as defined in 4.(c), the PCHA may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or PCHA employees.

b. The PCHA Grievance Procedure shall not be applicable to disputes between tenants not involving the PCHA or to class grievances. The

grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PCHA's Board of Commissioners.

3. Requirements

The within regulation affording each tenant an opportunity for a hearing on a grievance as defined in section “4. Definitions” in accordance with the requirements, standards, and criteria contained in this Regulation subject to such modifications as are required by New York State law, shall be made a part of all tenant dwelling leases.

4. Definitions

For the purpose of this Regulation, the following definitions are applicable:

a. "Grievance" shall mean any dispute that a tenant may have with respect to PCHA action or failure to act in accordance with the individual tenant's lease or PCHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

b. "Complainant" shall mean any tenant whose grievance is presented to the PCHA or at the project management office in accordance with section “5. Informal Settlement of Grievance”, and “6. Procedure to Obtain a Hearing (a)”.

c. "Elements of due process" shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Opportunity for the tenant to examine all relevant documents, records, and regulations of the PCHA prior to the trial for the purpose of preparing a defense;

(3) Right of the tenant to be represented by counsel;

(4) Opportunity for the tenant to refute the evidence presented by the PCHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

(5) A decision on the merits;

d. "Hearing officer" shall mean a person selected in accordance with section “6. Procedure to Obtain a Hearing” of this Regulation to hear grievances and render a decision with respect thereto.

e. "Hearing panel" shall mean a panel selected in accordance with section “6. Procedure to Obtain a Hearing” of this Regulation to hear grievances and render a decision with respect thereto.

f. “Tenant” shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this Part.

5. Informal Settlement of Grievance

Any grievance shall be personally presented either orally or in writing to the PCHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within, ten (10) working days and one copy shall be given to the tenant and one retained in the PCHA's tenant file. The summary shall specify the names of the participants, date of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under 6. may be obtained if the complainant is not satisfied.

6. Procedure to Obtain a Hearing

a. Request for hearing. The complainant shall submit a written request for a hearing to the PCHA or to the project office within a reasonable time after receipt of the summary of discussion pursuant to 5. The written request shall specify:

(1) The reasons for the grievance; and;

(2) The action or relief sought.

b. Selection of Hearing Officer or Hearing Panel. Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:

(1) The hearing officer shall be an impartial disinterested person selected jointly by the PCHA and the complainant. If the PCHA and the complainant cannot agree on a hearing officer, they shall each appoint a member of a hearing panel and the members so appointed shall select a third member. If the members appointed by the PCHA and the complainant cannot agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Disputes Settlement of the American Arbitration Association, or by any other third party agreed upon by the PCHA and the complainant.

(2) In lieu of the procedure set forth in paragraph (a) of this section the PCHA may provide for the appointment of a hearing officer or hearing panel by any method which is approved by the majority of tenants (in any building, group of buildings, or project, or group of projects to which the methods are applicable) voting in an election or meeting of tenants held for this purpose.

c. Failure to request a hearing. If the complainant does not request a hearing in accordance with this paragraph, then the PCHA's disposition of the grievance under 5. shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the PCHA's action in disposing of the complaint in an appropriate judicial proceeding.

d. Hearing Prerequisite. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in 5. as a condition precedent to a hearing under this section, provided, that if the complainant shall show good cause why he/she failed to proceed in accordance with 5. to the hearing officer or hearing panel the provisions of this subsection may be waived by the hearing officer or hearing panel.

e. Escrow deposit. Before a hearing is scheduled in any grievance involving the amount of rent as defined under "Payments due under the lease" in Section 4. of the lease requirements of the tenant dwelling lease which the PCHA claims is due, the complainant shall pay to the PCHA an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the PCHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedures, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the PCHA’s disposition of his/her grievance in any appropriate judicial proceeding.

f. Scheduling of hearings. Upon complainant’s compliance with paragraphs (a), (d) and (e) of this section, a hearing shall be scheduled by the hearing officer or hearing panel within five (5) working days for a time and place reasonably convenient to both the complainant and the PCHA. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate PCHA official.

7. Procedures Governing the Hearing

a. The hearing shall be held before a hearing officer or hearing panel, as appropriate.

b. The complainant shall be afforded a fair hearing providing the basic safeguards of the due process, which shall include:

(l) The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the PCHA that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the PCHA at the hearing;

(2) The right to be represented by counsel or other person chosen as his or her representative;

(3) The right to a private hearing unless the complainant requests a public hearing;

(4) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the PCHA or project management, and to confront and cross-examine all witnesses on whose testimony or information the PCHA or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

c. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

d. If the complainant or the PCHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PCHA shall be notified of the determination by the hearing officer or hearing panel, provided that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PCHA's disposition of the grievance in an appropriate judicial proceeding.

e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PCHA must sustain the burden of justifying the PCHA action or failure to act against which the complaint is directed.

f. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the PCHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

g. The complainant or the PCHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

8. Decision of the Hearing Officer or Hearing Panel

a. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the PCHA. The PCHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PCHA and made available for inspection by a prospective complainant, his/her representative, or the hearing panel or hearing officer.

b. The decision of the hearing officer or hearing panel shall be binding on the PCHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the PCHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that:

(1) The grievance does not concern PCHA action or failure to act in accordance with or involving the complainant's lease on PCHA regulations, which adversely affect the complainant’s rights, duties, welfare or status;

(2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PCHA.

c. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the PCHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

9. PCHA Eviction Actions

If a tenant has requested a hearing in accordance with section 6. on a complaint involving a PCHA notice of termination of the tenancy and the hearing officer or hearing panel upholds the PCHA’s action to terminate the tenancy, the PCHA shall not commence an eviction action in a state or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer or the hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

The grievance procedures and requirements adopted by the PCHA, as hereinabove set forth, shall be subject to the approval of the Housing Management, United States Department of Housing and Urban Development.

**XXVII. HOUSING OF PCHA EMPLOYEES**

The PCHA may authorize the housing of an employee, not otherwise eligible, in a development when necessary for the efficient and economical operation of that development.

**XXVIII. RESIDUAL TENANT FAMILY**

This situation occurs when the tenant of record (head of household) departs and leaves behind those household members listed on the current lease who become the residual tenant family. In order to remain PCHA residents, an adult member of the residual tenant family must enter into a new lease agreement with PCHA. This is referred to as residual tenancy.

Since residual tenancy makes it possible to enter into a lease agreement without going through the application process (submitting an application and waiting on a waiting list) several conditions must be met by the residual tenant family. These conditions include, but are not limited to the following:

1. The household member seeking to become the tenant of record must be 18 or older. However, in the event that the tenant of record dies and leaves only minors (under 18) as residual family, an exception may be made and a legal guardian or close adult relative may be brought in to become the tenant of record. To be considered as the new tenant of record, this person would go through the new admissions process (applicant screening, background check, submission of financial documents, etc.).
   1. Any family members, household members, or other persons not listed on the current lease are not recognized by PCHA as authorized occupants and therefore are not entitled to become residual tenants (with the exception noted above).
   2. No person shall be authorized to be added to the household in order to qualify for residual tenancy (with the exception noted above).
2. The household member seeking to become the tenant of record agrees to pay in full any outstanding balance owed by the departing tenant. This payment is due in full and must be paid at the time the new lease is signed, which must be within 30 days after the departing head of household leaves the unit.
3. The household member seeking to become the tenant of record must demonstrate that he/she is capable of handling the responsibility of becoming the tenant of record and must supply PCHA with all information, forms, verifications, and documentations requested.
4. The apartment is not damaged or in need of repair beyond that caused by normal wear and tear as determined by the PCHA.

**XXIX. TENANT ON TENANT COMPLAINTS**

In order to deal with an increasing number of complaints received from tenants alleging violations of PCHA policies by other tenants, to establish better records of complaints and to provide for efficient screening of such complaints, the following policy is to be followed:

1. The PCHA shall require that all complaints or reports of incidents of alleged violations of the PCHA policies made by a tenant against another tenant must be in writing and signed by the tenant reporting the incident or making the complaint.
2. A copy of the written report or complaint shall be placed in the file of the tenant involved, with an Incident/Complaint Report form.
3. The Executive Director (or any employee of the PCHA designated by the Executive Director) shall take whatever reasonable steps the Executive Director deems appropriate to evaluate the complaint (taking into consideration, among other factors, the severity of the violation alleged, the reliability of the information provided and the resources available to the PCHA to investigate the activity or violation alleged) to determine what if any additional action is warranted and shall note the results of same on the Incident/Complaint Report in the tenant's file.

**XXX. DEFINITIONS AND HOUSING TERMS**

ABANDONMENT: is the absence of the resident from the dwelling unit, without notice to the owner, for one full rental period, or for a period in excess of seven days (providing such absence occurs after rent becomes delinquent), whichever is less.

ADJUSTED INCOME: is Annual Income less:

1) $480 for each dependent

2) $400 for any Elderly Family

3) medical expenses in excess of 3% of the Annual Income (this applies only to Elderly Families)

4) child-care expenses

ADULT: referred to throughout the policies, meaning an individual over the age of 18 years.

ANNUAL INCOME: is the anticipated total income from all sources received by the tenant of record, 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 reexamination of income, exclusive of income that is temporary, non-recurring or sporadic as defined in paragraph 2 of this section.

1) Income includes but is not limited to:

a) the full amount (before any payroll deductions) of wages, salaries, overtime pay, commissions, fees, benefits, pensions, tips, bonuses and/or any other compensation for personal services

b) the net income from the operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness, and an allowance for depreciation of capital assets will not be deducted to determine the net income from a business)

c) interest, dividends and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets will not be deducted to determine the net income from real or personal property) Where tenants have net family assets in excess of $5,000.00, the Annual Income will 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.

d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits, and any other similar types of periodic income, including any lump-sum payments for the delayed start of a periodic payment

e) payments in lieu of earnings, such as unemployment and/or disability compensation, worker's compensation and severance pay (but see paragraph 2-a of this section)

f) Public Assistance (PA)/Welfare - if the PA payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the Department of Social Services (DSS), in accordance with the actual cost of shelter and utilities, the amount of PA income to be included as income will consist of:

1. the amount of the grant exclusive of the amount specifically designated for shelter and utilities, plus

2. the maximum amount that the DSS could, in fact, allow the family for shelter and utilities. If the family's grant is ratably reduced by applying a percentage, the amount calculated under this paragraph will be the amount resulting from one application of the percentage.

g) periodic and determinable allowances (such as alimony and child support payments) and regular contributions or gifts received from persons not residing in the household

h) all regular pay, special pay and allowances of a member of the Armed Forces of the US (whether or not they are living in the apartment) who is the tenant of record, spouse, or other person listed on lease (but see paragraph 2-a-4 of this section)

i) any earned income tax credit to the extent it exceeds income tax liability

2) Income does not include:

a) such temporary, non-recurring or sporadic income as:

1. amounts that are specifically for, or in reimbursement of the cost of medical expenses

2. lump-sum additions to family assets, such as inheritance, insurance settlements (including health and accident insurance and worker's compensation), capital gains, and settlements for personal or property losses

3. amounts of educational scholarships paid directly to the student or to the school, amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment (any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence, are to be included as income)

4. the hazardous duty pay paid to a family member in the US Armed Forces, away from home and exposed to hostile fire

b) income from employment of children (including foster children) under the age of 18

c) earnings in excess of $480 for each full time student 18 years old or older (excluding the head of household and spouse)

d) payments received for the care of foster children

3) If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized.

APPLICANT: is a person or family that has applied for housing assistance, having an application on file with PCHA.

BROOM-CLEAN: an empty apartment that is clean to the extent that the appliances and fixtures are clean and in working order. Walls and floors are original (no wallpaper, carpeting or flooring left behind) and clean.

CHILD-CARE EXPENSES: is the amount anticipated to be paid by a tenant for the care of a child or children (under 13 years old) during the period for which Annual Income is computed, but only where such care is necessary to enable all adult family members to be gainfully employed or to further their education. The amount deducted will reflect reasonable verified payments made for child-care and, in cases where child-care is necessary to permit employment, the amount deducted will not exceed the amount of income derived from such employment.

DEPENDENTS: are members of the tenant household (excluding foster children) other than the tenant of record or spouse, who are under age 18, are disabled or handicapped, or are full-time students.

DISABLED PERSON: is a person who is disabled as defined in Section 223 of the Social Security Act, or in Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendment of 1970 (42 USC 423 and 42 USC 269111] respectively).

1) 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

b) (in the case of an individual who has reached age 55 and is blind [within the meaning of "11] incine9s" as defined in Section 416(I) [1] of the title]) the inability, by reason of blindness, to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity in which the person has previously engaged, with some regularity, over a substantial period of time.

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

a) 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 by mentally retarded individuals, and which originated before the individual reached age 18 and has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to the individual.

ELDERLY FAMILY: is a family whose head or spouse (or sole member) is at least 62 years old.

ELDERLY PERSON: is a person who is at least 62 years old.

EVICTION: is any action initiated by the PCHA to regain possession of a dwelling unit and use of premises.

FAMILY: means:

1) two or more persons related by blood, marriage, adoption, or through a foster parent-child relationship

2) an Elderly Family as defined in this section

FULL-TIME STUDENT: is 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. Educational institutions include vocational schools that have a diploma or certificate program, as well as schools offering a college degree.

GRIEVANCE: is a dispute that a resident may have with respect to a PCHA action or failure to act in accordance with his/her lease.

HEAD OF HOUSEHOLD: is the adult family member who is held responsible and accountable for the family. This person is also known as the tenant of record.

HUD: Housing and Urban Development (the United States Department of…)

MEDICAL EXPENSES: are those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not reimbursed.

MONTHLY ADJUSTED INCOME: is one twelfth of adjusted income.

MONTHLY INCOME: is one twelfth of Annual Income.

NATIONAL: is a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, US Virgin Islands, Guam, Canal Zone, etc.

NET FAMILY ASSETS: the value of equity in real property, savings, stocks, bonds and other forms of capital investments, excluding interests in Indian trust land and equity accounts in HUD Homeownership Programs. The value of necessary items, such as furniture and automobiles, will be excluded.

1) In cases where a trust fund has been established and the trust is not revocable by, nor under the control of any member of the family, the value of the trust fund will not be considered an asset as long as the fund continues to be held in trust. Any income distributed from the trust fund, however, will be counted when determining the Annual Income.

2) The determination of Net Family Assets will include the value of any assets disposed of by an applicant or tenant during the two years preceding the date of application for housing or the date of re-examination (whichever applies), for less than fair market value (this includes a disposition in trust, but not in a foreclosure or bankruptcy sale) in excess of the consideration received thereof.

a) In cases of disposition as part of separation or divorce settlements, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

NON-CITIZEN: is a person who is neither a citizen nor a national of the United States.

NORMAL WEAR AND TEAR: is deterioration which occurs - based upon the use for which a rental unit is intended - without negligence, carelessness, accident, abuse, or intentional damage of the premises, equipment, or chattels of the owner by the resident, members of the residents household, or by his/her invitees or guests. Being dirty or unclean does not constitute normal wear and tear.

PAYMENT: is money paid towards a tenant balance. Except when paid by the Department of Social Services for a specific month, all payments are applied to the oldest balance due.

PCHA: Port Chester Housing Authority

RESIDENT: a person who is entitled - under a rental agreement - to occupy a dwelling unit.

UTILITIES: heat, cooking fuel, water, sewer service and garbage collection are included in rent.

Electricity: 14-1 and 14-3 – included in rent (Exception: 14-1and 14-3 residents pay annual excess utility charges for air-conditioner use)

14-2 – not included in rent (individual metering/utility allowance)

**XXXI. COMMUNITY SERVICE AND SELF-SUFFICIENCY**

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see *Exempt Adult*, below) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, or classes to help move toward self-sufficiency and economic independence. This is a lease requirement.

B. Definitions

1. Community Service – volunteer work which includes, but is not limited to:

1. Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, nursing home, homeless shelter, soup-kitchen, cooperative food bank, etc.
2. Work with a nonprofit organization that serves PCHA residents such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Program, PAL, community clean-up programs, beautification programs, other youth or senior organizations.
3. Work with children's programs that serve PCHA residents
4. Work with senior programs that serve PCHA residents
5. Helping neighborhood groups with special projects
6. ***NOTE:*** Political activity is excluded.

2. Self-Sufficiency Activities – activities that include but are not limited to:

1. Job readiness programs
2. Job training programs
3. GED classes
4. Substance abuse or mental health counseling
5. English proficiency or literacy (reading) classes
6. Apprenticeships
7. Full-time student status at any school, college or vocational school

3. Exempt Adult – an adult household member who meets any of the following criteria:

1. Is 62 or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is employed
5. Participates in a work program through the Department of Social Services

C. Requirements of the Program

1. The eight (8) hours per month of community service may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. The required community service or self-sufficiency program activity may be completed at 8 hours each month or may be aggregated across a year. Any block of hours is acceptable as long as 96 hours is completed by each annual re-certification.

D. Family Obligation

1. At lease execution, re-examination, or another time determined by PCHA, all adult household members must:
2. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in termination of tenancy.
3. If claiming exemption – provide documentation to verify that they qualify for an exemption from the community service requirement.

E. PCHA Obligation

1. PCHA will provide a copy of this policy at move-in and make available copies of this policy and all forms required from tenant in accordance with this policy.
2. Although exempt household members will be required to submit documentation to support their exemption, PCHA will verify the exemption and make the final determination as to whether or not the household member is exempt from the community service requirement. Residents may use PCHA's grievance procedures if they disagree with PCHA's determination.

F. Non-Compliance

Non-compliance of household member:

1. PCHA will review the exempt or non-exempt status of all residents to determine if they are subject to the community service requirement during annual re-examination, at any interim re-examination, or at any other time. If a household member is found to be in non-compliance with the community service requirement, PCHA will terminate the tenancy of the household, unless
2. The head of household and any non-compliant household member enter into a written agreement with PCHA to make up the deficient hours over the next twelve (12) month period.
3. If at the end of the twelve (12) month period, the non-compliant individual is still not compliant, a 30-day notice to terminate tenancy will be issued. No other agreements will be made.

## XXXII FINAL NOTE

These Policies, definitions, and all Exhibits herewith, are the sources of reference in regards to the operation of the Port Chester Housing Authority.

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