

Doris Jamison Deputy Dir. Of P.H. Tel: 803-259-4624 1-800-922-5504 ext. 4624 djamison@scrha3.org

PLEASE SUPPLY THE FOLLOWING INFORMATION ONLY IF IT APPLIES TO YOU. Please do not write on this form. In-order to Speed up your re-exam process; you <u>must</u> furnish to this office the following information at your interview or within 5 days after you interview. No verifications can be over 120 days old.

Birth Certificates of all family members (Only	y if there is not one on file)
Social Security cards of all family members (Only if there is not one on file)
Release of Information and Consent Form (Sig	ned by everyone in the Household 18 or older). If you
need additional consent forms let management know.	
Notarized Statement/Questionnaire of income	(If claiming zero income)
Unemployment compensation verification (Hi	story Report)
Childcare Form and/or provider(s) address	
Employer's mailing address, fax number, or a	contact number
Social Security/SSI Award/VA Benefits/Annu	ity/Pensions/Disability (CALL
SOCIAL SECURITY ADMINISTRATION A	
Verification of Disability/Handicap Form from	n doctor (If not receiving Social
Security Disability or SSI and seeking disable	
Student verification form if currently enrolled	
Documented proof of being under a Family Se	
Declaration Format Form (Any add-ons or ne	• 8
Verification of Armed Forces, Reserve payme	,
Visible picture I.D. of anyone in the household	
Notarized Contribution Form (If the contribu	·
Notarized Self-Employment Form	8 1 1 /
Verification of Community Service Completion	n (Monthly Participation Report with 8 hrs.
per month for a total of 96 hrs. for the year and any	
Child Support (Court Ordered or Volunteere	0
Verification of any Veteran's Benefits	
Verification of any other retirement benefit (0	CALL THE VETERAN'S
ADMINISTRATION AND HAVE THEM MAIL IT	
Other	
Resident Signature:	Date:
Other Adult:	
Other Adult:	
Housing Authority Representative:	Date:

Compliance with Annual Recertification Requirements For Public Housing

Leg	neral Family Information al Name of Head of usehold					
	sent Street Iress					
	ling Iress					
Hou Plea	ne Telephone usehold Members use list the legal names of all of the spouse or co-head, then any other	the people wi	ho live v	with you.	Start with the	head of household,
Fam. Mem.	Legal Names	Relation to Head	Sex	Race	D.O.B.	SS#
1		HEAD				
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Program Integrity Information (These questions apply to all household members) (Circle yes or no)

Has or do you expect anyone to mov \Box Yes \Box No	e in or out of your l	nousehold within t	he next twelve r	nonths?
If yes, explain				
Is there anyone currently absent from	n vour unit?	Yes	□No	
If yes, who, when, and for why?				
Has anyone in your household been	arrested or convicte	d of a crime in the	e last 12 months?	(Including
Misdemeanors)	$\Box \mathbf{V}$	es 🗆 No		ζ C
If yes, who, when, and for what?				
Has anyone in your household been	arrested or convicte	d for the use sale	manufacture or	distribution
of controlled substances?		$Yes \square No$,	
If yes, who, when, and for what?				
· · · · · · · · · · · · · · · · · · ·				
Is anyone in your household currentl			\Box Yes \Box No	
If yes, who, when, and for what?				
Is the tenant or any member of the te	enant's household su	ubject to a lifetime	state sex offend	ler
registration requirement?"		5		s □No
If yes, who, when, and for what?				
Total Income Received By Family				
Does you, or any household member				
Unemployment Benefits { } Yes	s { } No	Social Security		
Worker's Compensation { } Yes		SSI	{ } Yes	
Severance Pay { } Yes	5 { } No	TANF/AFDC		{ } No
Child Support { } Yes	s { } No	Food Stamps Alimony	{ } Yes	
Pension/Annuity Income { } Yes	s { } No	Alimony	{ } Yes	{ } No
Military Pay or Allotment { } Yes		Regular Contrib		s { } No
Self-Employment { } Yes	s { } No	Other Income		
				Rate(w,bi-
Family Member	Sou	rce	Amount	w,m,or a)
·	(Agency, Organ	ization, or Co.		,
	Nan			
		,		

Family Member(s)	Amount	Per	• /
	\$		
	\$		

Disability Assistance Expenses: (Elderly/Disabled Families Only)

Medical and Unusual Expenses:(Elderly/Disabled Families Only)(You can only claim amounts paid out of pocket)

Medicare? \$	per		
Other Health Insurance? \$	per		
Regular Payments on Medical Bills? \$	per		
Regular payments for medicine? \$	per		
Anticipated Healthcare related expenses in next twelve months? \$			

Current Monthly Expenses (From preceding month)

Rent	Phone	Medical	Credit Cards
Electric	Auto Pmt	Cable	Credit Cards
Gas	Auto Ins	Insurance	Loan
Water	Child Care	Rentals	Other

Do you have any other regular monthly payments besides those above?
YES NO If YES, specify_____

Work History:

Where was the last place of employment for all adult household members? (Failure to supply is Fraud)

Family Member's Name	From (month/year)	To (month/ year)	Employers Name and Contact Info.

	No No
Does anyone outside your household pay for any of your bills or expenses? Yes $\Box N$	
Are you entitled to: Child Support?Yes $\Box N$	lNo
Alimony? Yes $\Box N$	No
Do you have a court order for child support or alimony $Yes \square N$	No
Do you receive child support, alimony or maintenance? Yes $\Box N$ If yes, from who? Amount?	No

Do you have any assets with a value of more than \$5,000.00? Yes \square No **If you do please list below:**

Assets and Banking Information

Do you or any other household members have any assets? (i.e. Land, Stocks, Bonds, Annuities, Savings Bonds, and Credit Union Shares)

Description of Asset	Value of Asset

Does anyone in your household have any interest bearing accounts?

 $Yes \ \Box No$

Name of Bank	Account Number	Туре	Joint/Individual	Balance Current / 6-mos. avg.

Allowances and Deductions

Do you pay childcare expenses?		\Box Yes \Box I	No
If yes, Child's Name	Amount	Per	
Childcare Provider's Contact Information:			
If yes, Child's Name	Amount	Per	
Childcare Provider's Contact Information:			

Resident Personal Declaration and Certification

I certify that all the information given to SC Regional Housing Authority No. 3 in this application/annual re-certification is accurate and complete. I understand that false statements and/or information is punishable under Federal Law and grounds for denial or termination of housing assistance. I understand that I am required to report in writing all changes in household composition, income, assets, and expenses of any household member(s) to SC Regional Housing Authority No. 3 within ten (10) days of the change. I understand that all changes in household composition due to birth, adoption, or court awarded custody must be reported in writing. I understand that any attempt to obtain Public Housing, any rent subsidy or rent reduction by false information, impersonation, failure to disclose or other fraud, and any act of assistance to such attempt is a crime under Title 18, Section 1001 of the United States Code and Section 16-13-437 of the State of South Carolina Code as follows:

Warning: Title 18, Section 1001 of the U.S. Code, states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the U.S. or the Department of Housing and Urban Development.

(Initial Here) I certify that I understand any misrepresentation of information or failure to disclose information requested on this application/ Annual Re-certification may disqualify me from consideration for admission or participation, and may be grounds for eviction or termination of assistance. (Initial Here)

If either Head or spouse is not present, why?

OFFICE USE ONLY

I DO HEREBY CERTIFY THAT I HAVE REVIEWED ALL ANSWERS AND CERTIFICATIONS WITH APPLICANT. PHA REPERSENTATIVE INITIAL HERE: _____ Date: _____

PHA Representative ______

Signature of Spouse or other adult______

Signature of Spouse or other adult______

2016

I would like for my rent to be based on the following:

_1. Rent based on the Authority-determined flat rent for the unit.

Barnwell County:	Orangeburg County:
0BDR.= \$446	0BDR.= \$380
1BDR.= \$449	1BDR.= \$497
2BDR.= \$608	2BDR.= \$627
3BDR.= \$857	3BDR.= \$781
4BDR.= \$860	4BDR.= \$1060

Berkeley County:	Allendale County:	Jasper County:
0BDR.= \$759	0BDR.= \$489	0BDR.= \$436
1BDR.= \$791	1BDR.= \$492	1BDR.= \$503
2BDR.= \$940	2BDR.= \$613	2BDR.= \$680
3BDR.= \$1217	3BDR.= \$763	3BDR.= \$909
4BDR.= \$1615	4BDR.= \$1086	4BDR.= \$993

Bamberg County: 0BDR.= \$446 1BDR.= \$449 2BDR.= \$608 3BDR.= \$757 4BDR.= \$1077 Aiken County: 0BDR.= \$541 1BDR.= \$610 2BDR.= \$728 3BDR.= \$990 4BDR.= \$1226

OR

2. Rent based on the income and other information reported by the resident. (Income based rent will be calculated on the information provided but will not exceed 30% of your total household income)

Head:	Date:	
Co-Head:	Date:	

IF YOU DO NOT REPORT

ALL INCOME AND

HOUSEHOLD CHANGES

YOU MUST REPAY.....

IT'S THE LAW!

I HAVE READ THE ABOVE STATEMENT AND UNDERSTAND IT IS MY RESPONSIBILITY TO REPORT ALL CHANGES TO SOUTH CAROLINA REGIONAL HOUSING AUTHORITY NO. 3. I FURTHER UNDERSTAND THAT SC REGIONAL HOUSING AUTHORITY NO.3 WILL BE USING THE UP-FRONT EMPLOYMENT INCOME VERIFICATION SYSTEM AND ANY EMPLOYMENT NOT REPORTED MAY RESULT IN ME OWING THE HOUSING AUTHORITY MONEY AND CAN LEAD TO EVICTION. I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO REPORT ALL CHANGES TO MY PROPERTY MANAGER. I UNDERSTAND THAT I MUST FILL OUT A HOUSEHOLD CHANGE FORM (Yellow Sheet) TO COMPLETE MY REQUEST.

SIGNATURE OF HEAD OF HOUSEHOLD

DATE

SIGNATURE OF CO-HEAD OF HOUSEHOLD

DATE

ATTENTION

I UNDERSTAND, IF I MOVE OUT OF MY UNIT OWING SOUTH CAROLINA REGIONAL HOUSING AUTHORITY NO. 3 ANY RENT, COURT FEES, AND/OR MAINTENANCE CHARGES, INCLUDING THE CHARGES FOR CLEANING AND REPAIRING THE UNIT THAT I WILL BE CHARGED IN THE FINAL SETTLEMENT LETTER. I ALSO UNDERSTAND THAT I AM REQUIRED TO GIVE A THIRTY DAY WRITTEN NOTICE IF I PLAN ON MOVING AND TURNING IN THE KEYS AT THE END OF THE THIRTY DAYS WILL COMPLETE MY NOTICE; MY FAILURE TO GIVE PROPER NOTICE WILL AUTOMATICALLY RESULT IN FORFTURE MY SECURITY DEPOSIT.

I FURTHER UNDERSTAND THAT I WILL BE SENT A FINAL SETTLEMENT LETTER AND THAT I HAVE 15 DAYS FROM THE DATE OF THE FINAL SETTLEMENT LETTER TO FILE A GRIEVANC, PAY OR MAKE ARRANGEMENTS TO PAY MY BALANCE. IF I FAILTO PROVIDE THE HOUSING AUTHORITY AND/OR THE U.S. POSTAL SERVICE WITH A FORWARDING ADDRESS MY FINAL STATEMENT WILL BE MAILED TO THE LAST KNOWN ADDRESS ON FILE.

I UNDERSTAND THAT I WILL STILL BE HELD RESPONSIBLE EVEN IF I DO NOT RECEIVE THE LETTER.

IF YOU DO NOT PAY, SCRHA #3 WILL:

- 1. REPORT THE AMOUNT DUE TO THE CREDIT REPORTING AGENCY.
- 2. FILE A CLAIM AGAINST YOUR SOUTH CAROLINA STATE TAX REFUND. THIS WILL INCLUDE THE AMOUNT YOU OWE PLUS A \$25.00 ADMINISTRATION FEE PLUS THE STATE OF SOUTH CAROLINA WILL ALSO CLAIM A \$25.00 PROCESSING FEE. THIS WILL BE PROCESSED EACH YEAR WITH THE EXTRA FEES UNTIL PAID IN FULL.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS:

SIGNATURE OF HEAD OF HOUSEHOLD

DATE

SIGNATURE OF CO-HEAD OF HOUSEHOLD

DATE

INSURANCE NOTIFICATION

I UNDERSTAND THAT S.C. REGIONAL HOUSING AUTHORITY NO. 3 WILL NOT BE RESPONSIBLE IN ANYWAY FOR MY PERSONAL BELONGINGS AND/OR FURNISHINGS THAT COULD BE LOST IN ANYWAY SUCH AS A FIRE, THEFT, ETC. AS LONG AS I AM A TENANT OF THE S.C. REGIONAL HOUSING AUTHORITY #3.

ANY INSURANCE COVERAGE, FOR MY PERSONAL BELONGINGS AND/OR FURNISHINGS, I UNDERSTAND WOULD HAVE TO BE PURCHASED BY ME.

TENANT

DATE







DISCLOSURE OF INFORMATION

A consent form must be completed for each household member 18 years of age and older.

Applicant's Name:	Home Phone #:()
Social Security Number:	Date of Birth:///
Present Address:	Previous Address:

I hereby give consent to Management of the above-named apartment community to obtain an investigative consumer report and to access any records pertaining to me, which may be on file at any:

- Credit Agency
- Local or State Agency
- Law Enforcement Agency
- State or Local repository
- City, State, or Federal Court
- State or Local Sexual Offender Registry
- Information Service Bureau

I do understand the investigation will include information from law enforcement agencies, credit reporting agencies, and other documents of public records, and these reports will be used in making decisions about my potential tenancy. I hereby authorize any agency contacted to furnish any and all information required. This releases the aforesaid parties from any liability and responsibility for providing the above information at any time.

I further understand that this report will not be used in violation of and Federal or State Equal Opportunity Law or Regulation, and that, if any adverse action is to be taken based on the Consumer Report, a summary of my rights under the Fair Credit Reporting Act will be provided to me.

OTHER ADULT CONSENT FORM DISCLOSURE OF INFORMATION

A consent form must be completed for each household member 18 years of age and older.

Applicant's Name:	Home Phone #:()
Social Security Number:	Date of Birth:///
Present Address:	Previous Address:

I hereby give consent to Management of the above-named apartment community to obtain an investigative consumer report and to access any records pertaining to me, which may be on file at any:

- Credit Agency
- Local or State Agency
- Law Enforcement Agency
- State or Local repository
- City, State, or Federal Court
- State or Local Sexual Offender Registry
- Information Service Bureau

I do understand the investigation will include information from law enforcement agencies, credit reporting agencies, and other documents of public records, and these reports will be used in making decisions about my potential tenancy. I hereby authorize any agency contacted to furnish any and all information required. This releases the aforesaid parties from any liability and responsibility for providing the above information at any time.

I further understand that this report will not be used in violation of and Federal or State Equal Opportunity Law or Regulation, and that, if any adverse action is to be taken based on the Consumer Report, a summary of my rights under the Fair Credit Reporting Act will be provided to me.

Signature of Other Adult

Date

Authorization for the Release of Information/ Privacy Act Notice

to the U.S. Department of Housing and Urban Development (HUD) and the Housing Agency/Authority (HA)

PHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

S.C. REGIONAL HOUSING AUTHORITY NO.3 P.O. BOX 1326 BARNWELL, S.C. 29812

Authority: Section 904 of the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, as amended by Section 903 of the Housing and Community Development Act of 1992 and Section 3003 of the Omnibus Budget Reconciliation Act of 1993. This law is found at 42 U.S.C. 3544.

This law requires that you sign a consent form authorizing: (1) HUD and the Housing Agency/Authority (HA) to request verification of salary and wages from current or previous employers; (2) HUD and the HA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information; (3) HUD to request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The law also requires independent verification of income information. Therefore, HUD or the HA may request information from financial institutions to verify your eligibility and level of benefits.

Purpose: In signing this consent form, you are authorizing HUD and the above-named HA to request income information from the sources listed on the form. HUD and the HA need this information to verify your household's income, in order to ensure that you are eligible for assisted housing benefits and that these benefits are set at the correct level. HUD and the HA may participate in computer matching programs with these sources in order to verify your eligibility and level of benefits.

Uses of Information to be Obtained: HUD is required to protect the income information it obtains in accordance with the Privacy Act of 1974, 5 U.S.C. 552a. HUD may disclose information (other than tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to Federal agencies for employment suitability purposes and to Has for the purpose of determining housing assistance. The HA is also required to protect the income information it obtains in accordance with any applicable State privacy law. HUD and HA employees may be subject to penalties for unauthorized disclosures or improper uses of the income information that is obtained based on the consent form. **Private owners may not request or receive information authorized by this form.**

Who Must Sign the Consent Form: Each member of your household who is 18 years of age or older must sign the consent Form. Additional signatures must be obtained from new adult members joining the household or whenever members of the household become 18 years of age.

U.S. Department of Housing

and Urban Development Office of Public and Indian Housing

IHA requesting release of information: (Cross out space if none) (Full address, name of contact person, and date)

Persons who apply for or receive assistance under the

following programs are required to sign this consent form:

PHA-owned rental public housing

Turnkey III Homeownership Opportunities Mutual Help Homeownership Opportunity

Section 23 and 19(c) leased housing

Section 23 Housing Assistance Payments

HA-owned rental Indian housing

Section 8 Rental Certificate

Section 8 Rental Voucher

Section 8 Moderate Rehabilitation

Failure to Sign Consent Form: Your failure to sign the consent form may result in the denial of eligibility or termination of assisted housing benefits, or both. Denial of eligibility or termination of benefits is subject to the HA's grievance procedures and Section 8 informal hearing procedures.

Sources of Information To Be Obtained

State Wage Information Collection Agencies. (This consent is limited to wages and unemployment compensation I have received during period(s) within the last 5 years when I have received assisted housing benefits.) U.S. Social Security Administration (HUD only) (This consent is limited to the wage and self employment information and payments of retirement income as referenced at Section 6103(1)(7)(A) of the Internal Revenue Code.) U.S. Internal Revenue Service (HUD only) (This consent is limited to unearned income [i.e., interest and dividends].) Information may also be obtained directly from: (a) current and former employers concerning salary and wages and (b) financial institutions concerning unearned income (i.e., interest and dividends). I understand that income information obtained from these sources will be used to verify information that I provide in determining eligibility for assisted housing programs and the level of benefits. Therefore, this consent form only authorizes release directly from employers and financial institutions of information regarding any period(s) within the last 5 years when I have received assisted housing benefits.

Ref. Handbooks 7420.7, 7420.8, & 7465.1

HUD-9886(7/94)

Consent: I consent to allow HUD or the HA to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD's assisted housing programs. I understand that HA's that receive income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

This consent form expires 15 months after signed. Signatures:

Head of Household	Date	Other Family Member over age 18	Date
Social Security Number (if any) of Head of Hou	sehold	Other Family Member over age 18	Date
Spouse	Date	Other Family Member over age 18	Date
Other Family Member over age 18	Date	Other Family Member over age 18	Date

Privacy Act Notice. Authority: The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. Purpose: Your income and other information are being collected by HUD to determine your eligibility, the appropriate bedroom size, and the amount your family will pay toward rent and utilities. Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Penalty: You must provide all of the information requested by the HA, including all Social Security Numbers you, and all other household members age six years and older, have and use. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

Penalties for Misusing this Consent:

HUD, the HA and any owner (or any employee of HUD, the HA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form.

Use of the information collected based on the form HUD 9886 is restricted to the purposes cited on the form HUD 9886. Any person, who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000.

Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against

the officer or employee of HUD, the HA or the owner responsible for the unauthorized disclosure or improper use.

Original is retained by the requesting organization.

Ref. Handbooks 7420.7, 7420.8, & 7465.1

HUD-9886(7/94)

First	Last	Ext	Phone	Department	Location/Property
Doris	Jamison	4624	(803)259-	Public	Deputy Director of Public
			4624	Housing	Housing
Karen	Burdick	4612	(803)259-	Accounting	Director of Accounting
			4612	_	
Tony	Still	4605	(803)259-	Accounting	Accounting
_			4605	_	
Joyce	Croft	4024	(803)259-	Accounting	Accounting
			4024		
Peggy	Kirkland	4637	(803)259-	Resident	Administration
			4637	Services	
Rance	Thompson	4638	(803)259-	Public	Francis Villa/
	_		4638	Housing	St. Stephen
Gwen	Neal	4633	(803)259-	Public	Litchfield
			4633	Housing	
Trina	Isaac	4614	(803)259-	Public	Wagener/
			4614	Housing	Denmark
Ian	Sanders	4647	(803)536-	Public	St. Paul/Branchville
			1397	Housing	
Pam	Sabb	4613	(803)259-	Public	Salley/Blackville/Hardeeville/235
			4613	Housing	Houses
Shandalyn	Isaac	4634	(803)259-	Public	Fairfax/Williston
			4634	Housing	
Shelby	Williams	4608	(803)259-	Public	Marshall/Santee
			4608	Housing	
Donna	Dyches	4600	(803)259-	Accounting	Receptionist
	-		4600	_	
Barbara	Storey	4619	(803)259-	Maintenance	Maintenance
	-		4619		
Jodi	Bruner	4616	(803)259-	Maintenance	Maintenance
			4616		
Richard	Brockington	4621	(803)259-	Maintenance	Director of Maintenance and
	_		4621		Development

Phone List (If you are using the 1-800-922-5504 number then use the extension only.)

Tenant				
lenant				

Complex _____

Unit #

COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) 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, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

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

- Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling, aid, youth or senior organizations
- Work at the housing authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the housing authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer

NOTE: Political activity is excluded.

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

- Job readiness programs
- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Apprenticeships
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Student status at any school, college or vocation school

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][l] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individuals
- Is working at least 20 hours per week
- Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including a State-administered welfare-to-work program
- Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program

C. Requirements of the Program

- 1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
- 2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the schedule based on a family's written request.
- 3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - 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 a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, non-exempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.
- 4. Change in exempt status:
 - If, during the twelve (12) month lease period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes non-exempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

- 1. To the greatest extent possible and practicable, the PHA will:
 - Upon written request provide names of agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
- 2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
- 3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
- 4. Noncompliance of family member:
 - At least thirty(30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or non-exempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Resident	Date
Resident	Date
Resident	Date

EXEMPTION CERTIFICATION PAGE

Family:

Adult family member:

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- **G** 62 years of age or older. (*Documentation of age in file*)
- □ Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. (*Documentation of HUD definition of disability in file*)

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Signature of Family Member

Date

- □ Is the primary caretaker of such an individual in the above category. (Documentation in file)
- □ Is working at least 20 hours per week. (*Employment verification in file*)
- I am a full time student. (*Documentation in file*).
- □ Is participating in a welfare-to-work program. (*Documentation in file*).
- □ Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program (*Documentation in file*)
- □ Is a member of a family receiving assistance, benefits or services under TANF or any other State welfare program and has not been found to be in noncompliance with such program. (Documentation in file)

Signature of Family Member

Date

Signature of PHA Official

Date

Caretaker Verification

Community Service Exemption

Resident	Unit#
	Complex
Name of Disabled Person:	
Address:	
Phone: ()	
I certify that	_ is my primary caretaker.
I certify that I receive: () Supplemental Security Income (SSI) () No benefits but am able to submit d Certifying that I am blind or disabled as	locumentation from a professional source
Signature of Disabled Individual Or Parent if a Minor	Date
Signature of Caretaker (Resident)	Date

Documentation must be provided from a professional source certifying the disability of the person being cared for on letterhead.

Verification of Student Status

Date:_____

	Re:
	Address
program oper verify the stud	amed person is an applicant for or is a resident in a federally-assisted housing rated by the Housing Authority. Regulations require the Housing Authority to dent status of household/family members for the purpose of determining the ility for rental assistance.
Housing Auth	ority Representative Phone#
student lis	quest that you furnish the Housing Authority information regarding the ted above. I understand that this information will be kept confidential e used only for program purposes.
Signature of	Student Date
This is to cer student:	tify that the above named student is enrolled at this school as a full-time
	ool:
	SS
Signature:	Date:
	Phone:
Please provid	le documentation of enrollment status on school letterhead/stationary.
Return To:	SC Regional Housing Authority No. 3 P.O. Box 1326 Barnwell, SC 29812

Attention:_____

To:

Certification of Disability

The above-named person is applying for or is a resident in a federally-assisted housing program operated by the Housing Authority. To determine the applicant/resident's eligibility, we must verify that he/she is disabled as defined by the U.S. Department of Housing and Urban Development (HUD).

HUD regulations define disability as follows.

Thank you for your assistance.

A. 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 as lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who has attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Β. Severe chronic disability that:

a. is attributable to a mental or physical impairment or combination of mental and physical impairments:

b. is manifested before the person attains age 22;

c. is likely to continue indefinitely;

d. results in substantial functional limitations in three or more of the following areas of major life activity:

(1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, (7) economic self-sufficiency;

e. reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.

- C. A person with a physical or mental impairment that:
 - a. is expected to be of a long-continued and indefinite duration,
 - b. substantially impedes his/her ability to live independently, and
 - c. is of such a nature that such ability could be improved by more suitable housing conditions.

Housing Authority Representative _____ Date _____

I hereby authorize the release of any information pertaining to this request, and will appreciate it if you will complete the following certification.

Applicant/Resident's Signature: _____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:_____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:___Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:___Date:___Date:___Date:___Date:____Date:___Date:___Date:____Date:____Date:____Date:____Date:____Date:____Date:___Date:___Date:___Date:____Date:____Date:____Date:____Date:____Date:__Date:____Date:____Date:____Date:____Date:____Date:___Date:__Date:____Date:____Date:____Date:____Date:____Date:___Date:__Date:____Date:____Date:____Date:____Date:____Date:___Date:__Date:____Date:____Date:____Date:____Date:____Date:___Date:__Date:____Date:____Date:____Date:____Date:____Date:____Date:____Date:___Date:_

Page 1 of 2

Re:

Certification of Disability

		[] is [] is not disable	ed according to the
HUD defini			-	-
Is this disa	bility permanent	or temporary	?	
Estimated	length of disability period i	f temporary:		
Person ce	rtifying (print name):			
Signature				Date
Comments	S:			
				· · · · · · · · · · · · · · · · · · ·
Name & M	ailing Address of Certifying			
		Phone:	()	
Return to:	SC Regional Housing Authorit P.O. Box 1326 Barnwell, SC 29812		803) 591-0464	
	Attention:			

Community Service Monthly Participation Report

Verification of Community Service Hours

The Housing Authority is required by federal statue and regulation to administer the community service program in public housing. We are required to confirm and track participation in an economic-self-sufficiency or community service activity. **A total of 8 hours community service or self-sufficiency is required per month.** <u>A month</u> <u>may not be skipped and doubled up the next month</u>. This report should be turned in to the office of SCRHA NO.3 on a monthly basis. We ask your cooperation in completing the information below.

Resident:	Unit #	Complex:	
Address:			
Housing Authority Representative:		Tel. #	
Name and address of Agency or entity whe	re community service is	performed:	

Date	Description of Activity	Number of hours completed	Verified by (please initial)

Month of	Total Number of hours Completed		
WARNING: Title 18, Section 1001 of the United States Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department or agency of the United States.			
I certify that I performed the activities and hours reported above	in compliance with the Community Service Requirement.		
Resident Signature:	Date:		
Authorized Signature:	Date:		

Title:	Telephone #: ()	

Tenant _	 	 	
Complex	 	 	
Unit #			

Community Services and Self-Sufficiency Requirement Certification For Non-Exempt Individuals Annual Renewal

Date: _____

Participant Name:

I understand that as a resident of public housing, I am required by law to contribute 8 hours per month of community service or participate in an economic self-sufficiency program. I certify I have complied with this requirement.

Head of Household Signature:

Date : _____

Required Participant Signature:

Date:

Notice of Non-Compliance

Community Service/Self-Sufficiency Requirement

Dear _____:

Please be advised that South Carolina Regional Housing Authority No.3 has not received verification or evidence of completion of the required eight (8) hours a month of community service for the following non-exempt adult family member(s) of your listed family over the 12 month term of your lease.

_____hours not completed for the year ending______ ____hours not completed for the year ending______ ____hours not completed for the year ending______

Please provide the proper verification to our office within ten (10) business days from the date of this letter. If you or a family member has failed to perform the required 8 hours of community service per month you are therefore in non-compliance of the community service requirement.

Unless the head of household and non-compliant resident enters into an agreement with the housing authority to cure any non-compliance with the community service requirement, your lease will not be renewed or will be terminated.

The determination of non-compliance is subject to the administrative grievance procedure under South Carolina Regional Housing Authority No. 3's Grievance Procedure.

Your cooperation in this matter is needed for the renewal of your lease.

Sincerely,

Property Manager

Tenant_	
Unit No	
Complex	

AGREEMENT OF COMPLIANCE

Community Service/ Self-Sufficiency Requirement

In accordance with the provisions of South Carolina Regional Housing Authority No.3's Community Service /Self-Sufficiency Policy:

I/we agree to complete all deficient service hours over the next 12-month period. The number of deficient service hours are for the review year and will be completed by ______. I/we further understand that I/we must perform the required hours for the current year as well.

I/we further assure that all members of the family who are subject to the service requirement are currently complying with the service requirement or assure that the non-compliant member no longer resides in the unit.

I/we understand that South Carolina Regional Housing Authority No. 3 may issue a 30-day notice to vacate if the service hour requirements are not brought into compliance by ______. I /we understand what qualifies as community service and what types of programs qualify for self-sufficiency participation.

The non-compliant member of the household, _____, is no longer living in the unit and will duly be removed from the lease.

I/we do hereby agree to enter into this contract agreement with South Carolina Regional Housing Authority No. 3. The reason for this agreement is due to failure on my/our part to complete the eight (8) hours of Community Service or enter into an Economic Self-Sufficiency program in the last lease term in accordance with the terms of the lease.

Head of Household

Date

Other Adult Resident

Date

Other Adult Resident

Date

Date:	
Head: _	
Apt. No.:	
Complex:	

OPPORTUNITY TO CURE NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS

Memorandum of Agreement

I, _____, agree to complete as many hours of community service or economic self-sufficiency activity needed to make up the total number of hours needed to comply with the requirement over the past twelve (12) month period.

and shall at the same time stay current with that year's community service requirement.

The first hours earned will go towards my current commitment until current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or fall behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, South Carolina Regional Housing Authority No. 3 shall take action to terminate the lease.

South Carolina Regional Housing Authority No. 3

By:_____ Property Manager

Non- Compliant Resident

Date

SC REGIONAL HOUSING AUTHORITY NO. 3'S ONE STRIKE POLICY

ADMISSIONS

In the selection of families for admission to the Public Housing Program, or to occupy a public housing development or unit, PHA will screen family members for behavior and suitability for tenancy. The tenant selection criteria to be established under this part and information to be considered shall be reasonably related to individual attributes and behavior of an applicant and shall not be related to those which may be imputed to a particular group or category of persons of which an applicant may be a member.

Under the Public Housing Assessment System (PHAS), PHA receives points if it has adopted policies, implemented procedures and can document that they successfully screen out and deny admission to certain applicants with unfavorable criminal histories. (See 24 CFR 902.43(a)(5).) This policy takes into account the importance of screening for public housing communities, the program integrity, and the demand for assisted housing by families who will adhere to lease responsibilities, including those requirements of "One Strike" Policy.

During that screening process, PHA will consider but will not be limited to information or records obtained in reference to the information below.

DENYING ADMISSION – SCREENING OF APPLICANTS

By Federal Regulation, the SC Regional Housing Authority No. 3 MUST prohibit admissions:

- To an applicant family that has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other residents or PHA staff including alcohol abuse that PHA determines it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA staff.
- To an applicant family if any household member is currently engaged in illegal use of drugs on or off PHA premises.
- To an applicant family if PHA has reasonable cause to believe that a household member's illegal use or a pattern of illegal use of a drug on or off PHA premises may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA staff.
- To any applicant family if PHA has reasonable cause to believe that any household member's habits and practices reasonably may be expected to have a detrimental effect on the residents, PHA staff or the housing development environment.
- To any applicant family if PHA has reasonable cause to believe that any household member has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other residents or PHA staff on or off PHA premises within the past five years.
- To an applicant family if any household member has been evicted from any public housing, Section 8 programs, or any other Federally assisted housing programs within the past five years, from the date of eviction, for drug related criminal activity on or off PHA premises.
- Any lifetime registration requirement under a State sex offender registration program.

- Any convictions for drug related criminal activity for manufacture or production of methamphetamine on or off PHA premises of federally assisted housing.
- To any applicant family that was evicted or was being processed for eviction for non-compliance with the community service requirement within the past three years.
- To any applicant family that was evicted or being processed for eviction from public housing for any lease violation within the past three years.
- To any applicant family that was processed or being processed for eviction for abandonment within the past three years.
- To any applicant family that is a convicted felon within the past three years.
- To any applicant family that has anyone on their application that is currently on parole or probation within the past three years.

Note: PHA will permanently deny admissions to any applicant or family member that is subject to a lifetime registration requirement under a State sex offender registration program or any resident or household member that has been convicted of drug related criminal activity for manufacture or production of methamphetamine on or off the premises of federally assisted housing;

Before PHA denies admissions to its Public Housing Program on the basis of a criminal record, the household will be notified of the proposed action and provide the applicant with the copy of the criminal record and give an opportunity for an informal hearing to dispute the accuracy and relevance of that record. PHA will not pass along to the applicant the costs of a criminal records check. If an applicant is denied admissions due to a criminal record of any member 16 years or over, PHA will consider excluding the household member(s) with criminal history problems, thereby permitting the "new" household to qualify for admissions. If the resident reapplies, he/she will be required to present proof that the family member with the criminal record will not reside in the unit. (i.e., incarcerated, different place of residency, etc.)

TERMINATION OF TENANCY – EVICTION

PHA is authorized, by Federal Regulation, to terminate the tenancy of residents in accordance with the PHA Lease provisions, South Carolina Landlord & Tenant Laws, other statutory directives, and established PHA policies such as the Admissions and Continued Occupancy Policy (ACOP) and this Policy on Screening and Eviction for Drug Abuse and Other Criminal Activity.

Drug related criminal activity engaged on or off premises by the resident, members of the family composition, guest or any other person under the resident's control are grounds to terminate tenancy.

No resident, member of the resident's household, guest or another person under the resident's control shall engage in:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents, PHA or HUD staff employed on the site or any other person(s) or agent(s) acting on behalf of PHA or any persons residing in the immediate vicinity of the premise;
- Abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA staff;
- Convicted of drug-related criminal activity for manufacture or production of methamphetamine on or off the premises of federally assisted housing. This is a lifetime prohibition.
- Drug-related criminal activity engaged in on or off the premises by the tenant, household member or guest, and any such activity engaged in on the premises by any other person under the tenant's control.
- Criminal activity engaged in on or off the premises by the tenant, household member or guest, and any such activity engaged in on the premises by any other person under the tenant's control.

- The illegal use of drugs, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents and PHA staff.
- Flight to avoid prosecution, custody or confinement after conviction for a crime or is in violation of probation or parole imposed under Federal or State or local Law;
- Violation of probation or parole imposed under Federal or State law.
- Harboring a previously evicted One Strike tenant subjects that household to be evicted.
- Storing or in the possession of weapon(s) or illegal drug(s) seized in a PHA unit by law enforcement officers.

The head(s) of household is/are responsible for the actions of the household members, guest and other persons under the family's control. PHA will evict a family by judicial action for criminal activity if it determines that the covered person(s) has engaged in criminal activity regardless of whether the covered person(s) has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. Criminal activity is cause for eviction even in the absence of conviction or arrest.

RECORDS AND INFORMATION

The discovery of information regarding applicant families and resident families who have committed crimes or activities reflecting disturbance of neighbors, destruction of property, or habits that adversely affect the health, safety or welfare of others will be used by PHA in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and eviction procedures.

The discovery of information regarding applicant families and resident families who have a history of criminal activity involving violent crimes, illegal use of a controlled dangerous substance, any criminal activity resulting in a felony conviction, alcohol abuse which results in threatening behavior or any crimes that would pose a threat to the life, health, safety or peaceful enjoyment of residents and PHA staff or their contractors will be used by PHA in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and eviction procedures.

The discovery of information regarding applicant families and resident families as a result of Incident Reports filed by the Police Department or any other police / law enforcement reports initiated by any law enforcement entity which come to the attention of PHA and concern applicants and tenants will be used by PHA in the screening of applicants for suitability of tenancy and residents for the purpose of determining continued occupancy and/or eviction procedures.

Among the crimes considered a threat to the health, safety, or right to peaceful enjoyment of residents, PHA staff or their contractors are crimes of violence (e.g. murder, gang activity or association, battery, assault, stalking, harassment, domestic violence); crimes against property (e.g. vandalism, arson); and crimes that involve peace disturbance (e.g. fighting, prostitution, public intoxication, loud noise and music resulting in police reports).

PROCEDURES

Federal statutes and regulations allow, encourage and in some cases require Public Housing Authorities to perform criminal background checks to screen applicants for admission and for Lease enforcement or eviction of families residing in public housing.

Each applicant family is required to submit Consent for Release of Criminal Records form signed by each adult household member. If the PHA obtains criminal record information showing that a household member has been convicted of a crime relevant to applicant screening, Lease enforcement or eviction, PHA will notify the household of the proposed action to be taken based on the information and will provide the subject a copy of such information, and an opportunity to dispute the accuracy and relevance

of the information. This opportunity will be provided before a denial of admission; eviction or Lease enforcement action is taken on the basis of such information. PHA has established and maintains a system of records management that ensures that any **criminal record** received by PHA is <u>maintained</u> <u>confidentially</u>, not misused or improperly disseminated and is destroyed once the purpose for which the record was requested has been accomplished.

PHA is required to carry out background checks necessary to determine whether a member of a household applying for admissions to public housing is subject to a lifetime sex offender registration requirement under a State sex offender registration program. This check must be carried out with respect to the State in which the housing is located and with respect to States where members of the applicant household are known to have resided.

PHA will not pass along to the applicant or resident the costs of criminal records or sex offender registration checks. Upon receipt of the information obtained from criminal and sex offender registration background checks, PHA will review the information and determine the suitability of tenancy for applicants and continued occupancy for resident families. When the review contains negative information regarding the applicant or resident concerning drug use, drug-related criminal activity, violent criminal activity or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by other residents, PHA staff, contractor, subcontractor or agent of the Housing Authority, PHA will notify the household member of the proposed action to be taken, provide a copy of the information received and provide an opportunity to dispute the accuracy of the information.

In deciding to evict for criminal activity, PHA shall have discretion to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases and at the discretion of the Executive Director or designee, PHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will not reside in or visit the unit.

<u>Formal or informal grievance hearings will not be scheduled or conducted.</u> This does not preclude the resident due process in a court of law. On an individual basis, the Executive Director or his/her designee may interview the household member affected and the head of household to determine if, at their discretion, an exception to the denial of admission or termination of tenancy is warranted. Felony conviction, past drug use, past drug-related criminal activity, past violent criminal activity or other criminal activity that threatened the health, safety and peace of others will be considered if it is over five years old.

When PHA evicts an individual or family for criminal activity, the Housing Authority is required to notify the local post office serving the dwelling unit that the individual or family no longer resides in the unit to prevent the affected individual or family from returning to the premises.

Any applicant family or resident family member who furnishes false, omits, or misleading information to PHA concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers subjects the applicant family or resident family the denial of participation or termination of tenancy.

DEFINITIONS

Covered Person means a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of drug with the intent to manufacture, sell, distribute or use the drug or false drugs.

Federally assisted housing means housing assisted under any of the following programs: (1) Public Housing; (2) Housing receiving project-based or tenant based assistance under Section 8 of the U.S. Housing Act of 1937; (3) Housing that is assisted under section 202 of the Housing Act of 1959; (4) Housing that is assisted under section 811 of the National Affordable Housing Act; (5) Housing financed by a loan or mortgage insured under section 221(d)(3) of the National Housing Act; (6) Housing insured, assisted or held by HUD or by a State or local agency under section 236 of the National Housing Act; or (7) Housing assisted by the Rural Development Administration under section 514 or 515 of the Housing Act of 1949.

Guest means a person visiting in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident. *Household* means the family and approved live-in aide.

Other person under the resident's control means that the person, although not staying as a guest in the unit, or was at the time of the activity in question, on the premise because of an invitation from the resident or other member of the household who has express or implied authority to consent on behalf of the resident.

Premise means the building or complex or development in which the public housing unit is located, including common areas and grounds.

Record means any written information or document on a client or household member, which may include but not be limited to Police Reports, Incident Reports, Arrest Reports, former landlord reports, etc.

Violent criminal activity means any criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force substantial enough to cause serious bodily injury or property damage.

Resident's Signature

Co-Head or Other Adult's Signature

Property Manager's Signature

HOUSE RULES

- 1. All residents are responsible for the conduct of his/her household members and/or guests/visitors.
- 2. Residents and his/her guest(s) will not engage in, or participate in, such conduct which interferes with the quiet and peaceful enjoyment of other residents.
- 3. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of or to, any employee of this property will be tolerated.
- 4. All maintenance repairs should be reported to management immediately.
- 5. All residents are to maintain the dwelling unit and yards immediately surrounding it (including parking area) in a safe and clean condition.
- 6. The lawn and/or common areas should be kept free of unattended or abandoned furniture, toys, and other personal property.
- 7. No flowerbed, garden, shrubbery, or other decorations are allowed without first checking with management.
- 8. No trash or garbage accumulation is allowed in the unit. No aluminum cans are to be stored within the complex.
- 9. Exterior furniture should be maintained in an acceptable condition.
- 10. No washing of vehicles is to be done on the property.
- 11. Please do not litter. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on the property is strictly prohibited. Disposal of cigarette butts and/or other smoking material(s) on the property is strictly prohibited. The improper disposal of trash, garbage, and/ or other disposable household items or personal item(s) may result in littering penalties.
- 12. Laundry facilities are available for each resident's use. It is to be kept clean at all times. Please follow the rules posted for operating the machines. Never leave clothing or personal items unattended. Management is not responsible for any loss or damage caused by the operation of the machines. The laundry facilities are not to be used as a playground or meeting place for children.

13. <u>ABSOLUTELY NO PAINTING IS TO BE DONE IN THE APARTMENT BY THE RESIDENT!</u>

- 14. No additional equipment, refrigeration unit, freezing unit, air conditioning, or heating unit may be installed, operated, or used in any way without express written consent of management.
- 15. No provided equipment and/or appliances may be moved or removed from the unit.
- 16. The use of any type of weapon, firearm, or dangerous objects is strictly prohibited within the boundaries of the property. This includes, but is not limited to: 1. shot guns, pistols, rifles, etc. 2. Ammunition of any type 3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.) of any type. 4. Archery equipment (bows, arrows, targets, etc.) 5. any and all types of slingshots or any device that could shoot a projectile 6. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.
- 17. Social and political gatherings are only allowed with the written permission of management.

- 18. The public consumption of alcoholic beverages outside the unit is strictly prohibited.
- 19. No one other than persons named on the lease will be allowed to stay in the dwelling unit for more than fourteen days (14) with the resident per year without written approval by management.
- 20. Do not hang pictures, curtain rods, or other decorations without first checking with management.
- 21. We will not allow parts of bicycles, wooden benches, and other paraphernalia to clutter the grounds.
- 22. No pets are allowed unless a pet application has been approved by management. All approved pet applications are required to pay a deposit and a non-refundable fee.
- 23. Any resident who will be away from his/her unit for more than 15 days must notify management. If a resident fails to notify management, the unit will be considered abandoned. Normal unit abandonment procedures will be followed
- 24. All units will be exterminated unless a medical statement advising the Housing Authority against it is presented to the management prior to extermination.
- 25. Residents are not allowed to store items on or near the water heater nor the furnace. Do not keep paper bags or cloth in this area.
- 26. Do not install additional electric wiring or heating instruments in your apartment.
- 27. Residents must keep light bulbs in all sockets whether they are working or not. A fire hazard could result if the fixtures are left empty.
- 28. Do not smoke in bed at any times. It is one of the leading causes of fires in the complexes.
- 29. Have respect for your neighbors. Keep noise levels where they can only be heard in your unit.
- 30. All federal, state and municipal laws of the community apply to the complex. Any violation of these laws will also be a violation of complex rules.
- 31. No Kerosene heaters are allowed in the apartment.
- 32. Do not allow anyone in the household to put stickers on any of the Housing Authority's appliances nor cabinets.
- 33. No aluminum cans are to be stored. This attracts roaches.

Resident's Signature

Property Manager's Signature

Over Night Guest's Policy

Anyone other than those persons listed on the lease that stays overnight is considered an overnight guest.

All resident families must notify the PHA management prior to the event when, an overnight guest will be staying in the unit. The resident must complete a visitation form and be approved prior to the visitation. A guest can remain in the unit no longer than 14 consecutive or cumulative days during any 12 month period. The twelve month period begins on the effective day of their re-exam date. There will be one set of fourteen-day visitation allowed per re-exam year with written permission from management.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the need and to what residence the guest will return.

An overnight guest must meet basic occupancy requirements (e.g., registered sex offender, a fleeing felon, and/or a previously evicted public housing resident will not be considered).

The resident is responsible for the guest's action(s) while the guest(s) is on the apartment complexes' property.

All overnight guest must follow all policies, procedures, regulations, and rules of South Carolina Regional Housing Authority No. 3

Reasonable Accommodations may be granted with proper documentation upon request.

Resident's Signature

Co-Head or Other Adult's Signature

Property Manager's Signature

Reasonable Accommodation and Modification Policy

South Carolina Regional Housing Authority No. 3 is an equal housing opportunity provider and does not discriminate against applicants and/or residents with disabilities. It is our policy to provide reasonable accommodations and/or modifications to applicants or residents who have a disability and because of that disability need a change or exception to our usual rules or policies or a structural modification to be able to fully use and enjoy their apartment and the apartment community. It is necessary to obtain documentation of the need for the requested accommodation or modification. **At your request**, we will provide you with a Reasonable Accommodation / Modification Request Form.

It is the policy of South Carolina Regional Housing Authority No. 3 pursuant to Section 504 of the Rehabilitation Act (if applicable) and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon the request to all applicants, residents, and employees with disabilities.

South Carolina Regional Housing Authority No. 3 will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity to all. In accordance with Section 504, reasonable accommodations will be made for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services.

In reaching a reasonable accommodation with, or performing structural modification for otherwise qualified individual with disabilities, South Carolina Regional Housing Authority No. 3 is not required to:

- a. Make structural alterations that require the removal or altering of a load-bearing structure,
- b. Provide support services that are not already part of its housing programs,
- c. Take any action that would result in an undue financial and administrative burden on the Housing Authority including structural impracticality as defined in the Uniform Federal Accessibility standards (UFAS).

Resident's Signature

Co-Head or Other Adult's Signature

Date

PROPERTY OCCUPANCY STANDARDS

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the persons that are named on the Lease.

1. PETS

Families residing in a Public Housing unit are allowed to keep <u>one</u> common household pet in their apartments. <u>Families must request permission to keep a pet</u>. Prior to a pet being accepted for keeping in an apartment, the proposed owner must complete a Pet Application Form.

The pet must be registered with the Housing Authority prior to being brought on the premises. No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the pet on the premises. <u>A pet fee and deposit is also required.</u>

2. VEHICLES

All vehicles parked at this property must comply with the following property policies:

- a. All vehicles are to be parked in designated parking areas and should be in operating condition with current vehicle tag and registration. All vehicles are to be maintained with legal license plates.
- b. If a vehicle is in an inoperable condition, does not have a current tag and registration or decal, this vehicle will be tagged and the resident will have 72 hours to correct this situation. Inoperable condition includes, but is not limited to, flat or missing tire(s), mechanical problems(s), (i.e. motor will not start, no brakes, can't drive in reverse, no brakes) or damage from a collision.
- c. The driving, parking, and/or operation of any type of vehicle on the lawns is strictly prohibited. NO VEHICLE IS TO BE PARKED AT ALL, FOR ANY LENGTH OF TIME, ALONG THE ENTRANCE CURBS PAINTED YELLOW.
- d. The storage of resident/non-resident vehicle(s) is strictly prohibited.
- e. Vehicles are **NOT** to be repaired on Housing Authority Property, as you may be charged for removing fluid leaks such as oil, transmission fluid, radiator fluid, etc.)
- f. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, excavation equipment, or any commercial equipment is strictly prohibited from the property.
- g. Management is not responsible for the safety or security of your vehicles(s) or your guest's vehicle(s).
- h. Washing of vehicles on the property is prohibited.

3. SPEED LIMITS

All residents and/or his/her guests are required to comply with the speed limit stated for the property.

4. KEYS AND LOCKS

Keys are issued to all residents at the time of move-in. Any alteration, addition, and/or replacement of a lock(s) is not permitted without the consent of management. Keys will be issued for household members only. Resident(s) are responsible for the control of and return of all keys issued during/his her term of possession of the apartment.

5. PROPERTY APPEARANCE

A. All residents are responsible for the conduct of his/her household members and/or guest.

- B. Toys, personal items, and other play things should not be left unattended or abandoned on the sidewalks, stairways, or in common entries or in hallways, or on the grounds
- C. Sidewalks, entrances, passages, stairways, hallways, and courtyards should not be obstructed, or used for any purpose other than entering and exiting your apartment.

- D. The lawn and/or common area should be kept free of unattended or abandoned furniture, toys, and other personal property.
- E. Trees, shrubbery, and lawn turf are a vital part of the property. Residents are financially responsible for any damage, destruction, or mutilation to any part of the common areas caused by their household members.
- F. No flowerbeds, gardens, shrubbery or other decorations are allowed without first checking with management.

6. WASTE REMOVAL-DUMPSTERS/ENCLOSURES

- A. No trash or garbage accumulation is allowed in the apartment.
- B. No aluminum cans are to be stored within the complex.
- C. Trash and garbage are to be properly placed <u>inside</u> the DUMPSTERS. Please make sure that children placing trash in the dumpsters are of sufficient height so that they will not litter the area.
- D. The placing or dumping of any highly flammable material in the dumpsters, which will or may cause a fire in the dumpster, is strictly prohibited.
- E. Grease, paint, acids, and other problem materials may not be disposed of in the dumpster.

7. LITTERING

- A. Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods.
- B. Disposal of cigarette butts and/or other smoking material(s) on apartment property grounds is strictly prohibited.
- C. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on apartment property grounds is strictly prohibited.
- D. Repeated offenses of littering will result in charges.

8. CONDUCT

- A. Residents and his/her guest(s) will not engage in, or participate in, such conduct which interferes with the quiet and peaceful enjoyment of the other residents living in the apartment property.
- B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of this apartment property by any person will be tolerated.
- C. Social and friendly gatherings of residents and his/her guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management.
- D. The public consumption of alcoholic beverages within the common areas of the apartment communities is **strictly prohibited**.
- E. The resident, any member of the resident's household, or a guest or other person under the resident's shall not engage in criminal activity including drug-related criminal activity on or off Public Housing premises
- F. The residents on the Lease are responsible for the actions and conduct of his/her household members, guest(s), and visitors(s), while in the apartment and/or on the property.
- G. The volume of stereos, televisions, radios, etc. is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her residence **at all times**.

9. COMMON AREAS AND GROUNDS

The common areas and grounds are for use and enjoyment of all residents. The walkways, hallways, corridors, hallways, stairways, courtyards, playgrounds, parking lots, and lawns are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. Residents may linger or congregate in the walkways, hallways, corridors, stairways, property roadway, or parking areas. Storage of household or personal items in the common areas is prohibited. Stored and/or abandoned item(s) will be removed from the property with or without notice if the owner is unknown.

10. FIRE SAFETY

Fires are a serious problem in apartment communities-much more so than in a single family dwelling due to the number of families living within each building. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking grease, matches, cigarettes, and fireplaces, many fires can be avoided by using caution and common sense.

- A. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior, is strictly prohibited.
- B. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
- C. Storage of any flammable fluid upon or within the property is expressly prohibited.
- D. Windows are not allowed to be nailed or permanently shut in any way.
- E. No kerosene heaters are allowed in the apartment.
- F. Residents must keep light bulbs in all sockets whether they are working or not.

11. UTILITIES

- A. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.)
- B. The resident will maintain all utility accounts for which he/she is responsible for payment while in possession o his/her apartment.

12. APPLIANCES

Each resident is responsible for the care and use of each appliance and fixture in his/her apartment provided by the apartment property.

13. LAUNDRY FACILITTIES (IF APPLICABLE)

- A. Laundry facilities are available for each resident's use. Use of the laundry facilities is at **your** own risk. Management is not responsible for any loss or damage caused by the operation of the machines.
- B. Please follow all posted rules for operating the machines.

14. FIREARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS

- A. The illegal use of any type of weapon, firearm, or dangerous objects is strictly prohibited within the boundaries of the property. This includes, but is not limited to:
 - 1. Shot guns, pistols, rifles, etc.
 - 2. Ammunition of any type.
 - 3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
 - 4. Archery equipment (bows, arrows, targets, etc.)
 - 5. Any and all types of slingshots or any device that could shoot a projectile.
 - 6. All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.
 - 7. Any and all types of explosives, fireworks, and explosive chemical(s)
 - 8. Any other type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

15. MISCELLANEOUS

- A. No additional equipment, refrigeration unit, freezing unit, air conditioning, or heating unit may be installed, operated, or used in any way without the express written consent of the Management.
- B. Do not install any additional electrical wiring or heating instrument in your apartment.
- C. No provided equipment and/or appliances may be moved or removed from the apartment or building.
- D. Waterbeds must be approved by management before installation and the proper addendum signed.
- E. No Changes to the rented residence is allowed without the written consent of management, this includes addition of decorations attached to the walls, windows, doors, ceilings or floors.
- F. Do not allow anyone to put stickers on any of the Housing Authority appliances nor cabinets.

G. <u>ABSOLUTELY NO</u> painting is to be done in the apartment by the resident.

16. VISITOR POLICY

- A. No one other than those persons listed on the lease may live in the dwelling unit for more than fourteen (14) days with the resident per year. There will be one set of fourteen-day visitation allowed per year with written permission from management.
- B. The resident is responsible for the guest's action(s) while the guest(s) is on the apartment complexes' property.

17. NON-EMERGENCY/EMERGENCY MAINTENANCE

- A. The resident must report all needed maintenance repairs.
- B. Maintenance Emergencies
 - 1. Maintenance request will be completed in a timely manner.
 - 2. Maintenance request will be handled after normal business hours if they are emergencies. We define EMERGENCIES as situations which:

Present a danger to people...

- Fire
- No electricity
- Broken or non-working doors, licks, window
- No heat (when outside temperatures are below 50 °F) in accordance with state and local laws
- No water

• Toilet not functioning (when only one in an apartment)

Present a danger to property....

- Flooding
- Broken pipes

18. INSURANCE

Please be aware that your personal possessions are not covered for fire, theft, or other perils. For this reason, we strongly recommend that you obtain adequate renter's insurance coverage for your personal belongings.

19. RESIDENT'S GRIEVANCE AND APPEAL PROCEDURE

Any dispute, which a resident may have with respect to the South Carolina Regional Housing Authority No. 3's action or failure to act in accordance with the individual Resident's rights, duties, and welfare, or status is entitled to due process of the law.

Resident's Signature

Co-Head or Other Adult's Signature

Date

SC Regional Housing Authority No. 3's Violence Against Women Act (VAWA) Policy

Purpose

The purpose of this Policy is to implement the applicable provisions of the Violence Against Women Act and to set forth S C Regional Housing Authority No. 3's, (hereafter SCRHA#3) policies and procedures regarding domestic violence, dating violence and stalking, as hereinafter defined.

The Policy will assist SCRHA#3 in administering rights under the Violence Against Women Act to its applicants, public housing residents, Section 8 Housing Choice Voucher Program participants and other program participants. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

Goals and Objectives

This policy has the following principal goals and objectives:

- A. Maintaining compliance withal applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic Violence, dating violence or stalking who are assisted by SCRHA#3 with the victims cooperation and assistance;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence or stalking;
- D. Create and work to maintain collaborative arrangements between SCRHA#3, law enforcement authorities in the service cities and counties, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking who are assisted by SCRHA#3;
- E. Take appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking affecting individuals assisted by SCRHA#3.

Other Housing Authority Policies and Procedures

This Policy shall be referenced in and attached to SCRHA#3's Annual Plan for Fiscal Year 2008 and shall be incorporated in and made a part of the SCRHA#3's Admissions and Continued Occupancy Policy as well as the Section 8 Housing Choice Voucher Program Administrative Plan.

Definitions

Domestic Violence - The term "Domestic Violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child or common, by a person who is cohabitating with or has cohabitated with the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence.

Dating Violence - Means violence committed by a person -

- A. Who is or has been in a social romantic or intimate nature with the victim; and
- B. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1. The length of the relationship.
 - 2. The type of relationship
 - 3. The frequency of interaction between the persons involved in the relationship.

Stalking - Means

- A. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
- B. In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

Immediate Family Member - Means with respect to a person -

- A. A spouse, parent, brother, sister, or child of that person, or an individual to who that person stands in loco parenthesis; or
- B. Any other person living in the household of that person and related to that person by blood or marriage.

Perpetrator - Means person who commits an act of domestic violence, dating violence or stalking against a victim.

Victim - Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification as outlined in Section 5 of this Policy or as requested by SCRHA#3.

5.0 Certification and Confidentiality

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, and who is requested by SCRHA#3 or Section 8 owner, or manager to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification in proper form within such time will result in loss of protection under the VAWA and this policy against a proposed adverse action.

For each incident that a person is claiming is abuse, the person shall certify to SCRHA#3's Section-8 owner or manager their victim status by completing a HUD approved certification form. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information. The victim must also be willing to issue restraining orders against the perpetrator and agree with the SCRHA#3, Section-8 owner or manager to issue trespass notice to the perpetrator.

A person who is claiming victim status shall provide to SCRHA#3, a Section-8 owner, or manager the following:

- A. Documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse, or;
- B. A Federal, State, Tribal, Territorial, Local Police or Court Record.

Confidentiality:

All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to SCRHA#3 or to a Section-8 owner or manager in connection with a verification required under this Policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- A. Requested or consented to by the individual in writing, or
- B. Required for use in a public housing eviction proceeding or in connection with termination of Section-8 assistance, as permitted in the VAWA, or;

6.0 Appropriate Basis for Denial of Admission, Assistance or Tenancy

- A. SCRHA#3 shall not deny participation or admission to a program on the basis of a person victim status, if the person otherwise qualifies for admission of assistance.
- B. An incident or incidents of actual or threatened domestic violence, dating violence or stalking will not be a serious or repeated violation of the lease by the victim and shall not be good cause for denying to a victim admission to a program, terminating assistance or occupancy rights, or evicting a tenant, provided the victim has cooperated with SCRHA#3, Section-8 owner, or manager in taking the appropriate actions against the perpetrator.
- C. Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of the domestic violence, dating violence or stalking.
- D. SCRHA#3, a Section-8 owner or manager may bifurcate a lease to evict, remove or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.
- E. Nothing in this Policy shall limit the authority of SCRHA#3, a Section-8 owner, or manager, when notified to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members when the family breaks up.
- F. Nothing in this policy limits SCRHA#3, a Section-8 owner, or manager's authority to evict or terminate assistance to any tenant for any violation of the lease not premised on the act or acts of violence against the tenant or a member of the tenant's

household. However, SCRHA#3, a Section-8 owner, or manager may not hold a victim to a more demanding standard.

- G. Nothing in this Policy limits SCRHA#3, a Section-8 owner, or manager, to evict or terminate assistance, or deny admission to a program if the SCRHA#3, Section-8 owner, or manager can show an actual and imminent threat to other tenants, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- H. Nothing in this Policy limits SCRHA#3, a Section-8 owner, or manager's authority to deny admission, terminate assistance, or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- I. A Section-8 recipient who moves out of an assisted dwelling unit to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other regulations of the Section-8 program may receive a voucher and mover to another Section-8 jurisdiction.
- J. A Public Housing tenant who wants a transfer to protect their health or safety and who: a) is a victim under this Policy; b) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; and c) has complied with all other regulations of the public housing income program may transfer to another unit if available.

7.0 Actions Against a Perpetrator

SCRHA#3, Section-8 owner, or manager may evict, terminate assistance, deny admission to a program or trespass a perpetrator from its property under this Policy. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. The action may include but is not limited to: a) obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator; b) obtaining and enforcement's trespass against the perpetrator; c) enforcing SCRHA#3 or law enforcement's trespass of the perpetrator; d) preventing the delivery of the perpetrator's mail to the victim's unit; e) providing identifying information listed Section 5 of this Policy. Any victim failing to uphold to the actions required by SCRHA#3 of a perpetrator, forfeits all rights under this policy under the VAWA.

8.0 Admissions and Screening:

The VAWA does not require an admission preference, and at this time the SCRHA#3 does not offer an admissions preference for persons who are victims of domestic violence, dating violence, or stalking.

9.0 Conflict and Scope:

This Policy does not enlarge SCRHA#3's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance, the law, regulation or ordinance shall control. If this Policy conflicts with another SCRHA#3 Policy such as its Admission and Continued Occupancy Policy or the Section-8 Administrative Plan, this Policy wills preference.

9.0 Amendment:

The Executive Director and or Board of Commissioners may amend this policy when it is reasonably necessary to effectuate the Policy's intent purpose or interpretation, based upon HUD's guidelines when they are published or other rationale requiring an amendment.

Resident's Signature

Co-Head or Other Adult's Signature

Date

State Lifetime Sex Offender Registration Application In-Take, Re-Certification and Re-Examination Process Effective 10-05-2009

In compliance with Notice PIH 2009-35(HA) SC Regional Housing Authority No. 3 will for the purpose to reiterate current regulatory requirements and establish standards and processes with a zero tolerance approach to prevent lifetime sex offenders from receiving federal housing assistance be implementing the following procedures during our application in-take, re-certification and re-examination process:

- Include on our application the following question: "Is the applicant or any member on their application subject to a lifetime state sex offender registration program?" There will also be included a notation that failure to respond to the question may jeopardize the approval of their housing application.
- 2. Include in or re-certification/re-examination packet the following question: Is the tenant or any member of the tenant's household subject to a lifetime state sex offender registration requirement?" There will also be included a notation that if the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification/re-examination forms that SC Regional Housing will pursue eviction or termination of tenancy to the extent allowed by the lease and state and local law.
- 3. SC Regional Housing Authority No. 3 will be using Dru Sjodin National Sex Offender Website to confirm that applicants and federal housing assistance recipients are not lifetime registered sex offenders.
- 4. SC Regional Housing Authority No. 3 will aggressively pursue termination of tenancy or assistance, as appropriate, for tenants subject to a State lifetime sex offender registration requirement to the extent currently allowed by law.

Resident's Signature

Co-Head or Other Adult's Signature

G	South Carolina Regional Housing Authority No.
	 REGIONAL HOUSING AUTHORITT INC.

Doris Jamison Deputy Director of Public Housing

Tel: 803-259-4624 1-800-922-5504 ext. 4624 djamison@scrha3.org

3

UTILITY REIMBURSEMENT RELEASE

THIS WILL ONLY EFFECT TENANTS WHO WOULD NORMALLY RECEIVE A UTILITY CHECK

THOSE WHO PAY RENT WILL HAVE TO PAY THE ENTIRE BALANCE OF THEIR ELECTRIC BILL.

_____, give permission to South Carolina Regional Housing

es

Authority No. 3 to release any monies due to me for a utility reimbursement to the electric company

Account#	that servic

Street Address City State

_____. I understand that it will be my responsibility to pay the servicing electric company Zip Code

the difference in the amount billed and amount of the utility reimbursement. An example is if your

bill is \$100.00 and your utility reimbursement (check) is only \$50.00 you must pay the utility

company the other \$50.00 by the required deadline. It is your responsibility to maintain your self

paid utilities and anyone who does not will be processed according to written policy and

procedures

Reminder: Please be reminded that we must have your correct account number before we can make the necessary changes. Anyone who has not provided the information to the Agency can't receive a credit to their account. **Return all signed sheets back to your Property Managers.**

Resident's Signature

Date

Property Manager's Signature

Date