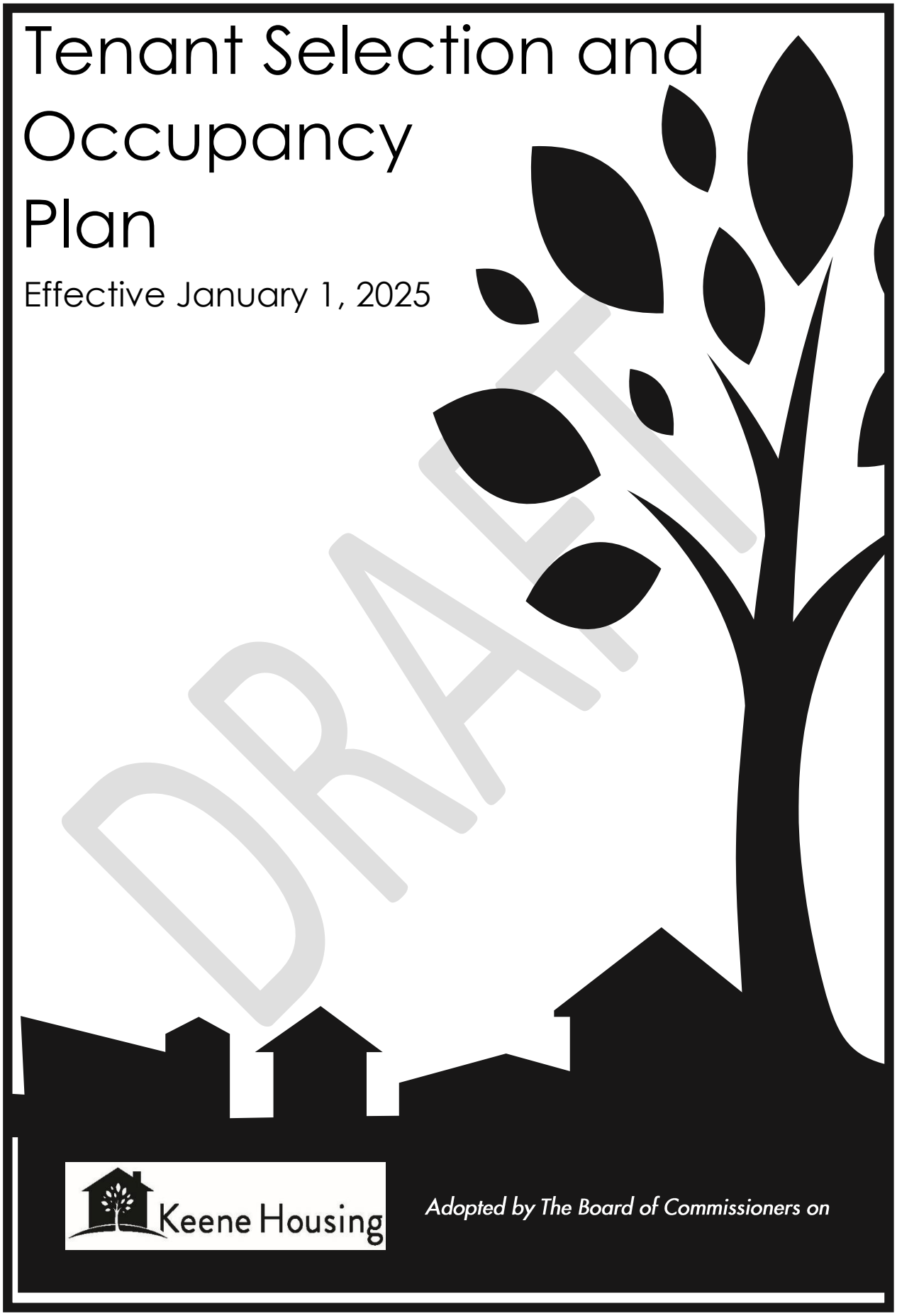
Tenant Selection and Occupancy Plan

Effective January 1, 2025



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Keene Housing

Adopted by The Board of Commissioners on

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About This Plan

This Tenant Selection and Occupancy Plan (TSOP), established by resolution of Keene Housing's (KH) Board of Commissioners, describes policies for admission to and continued occupancy in the properties owned or managed by KH (property/ies). The TSOP is designed for use with a series of procedures. Operational details, forms, checklists, methods, and systems are contained in procedures, rather than in this Plan.

KH issues new procedures when necessary.

The TSOP's layout is designed to be easy to read. With a few exceptions, the terms used in the TSOP are described in Chapter 2 Definitions. Some policies – such as those dealing with Reasonable Accommodations or the Violence Against Women Act – incorporate the use of many unique terms. In such cases, additional, policy-specific definitions are provided in the Chapter or Section of the TSOP that deals with that policy.

Chapters 3 through 8 track a household's trajectory from application through eligibility screening, to selecting an apartment, through determination of eligibility based on income and suitability for tenancy in a property. Policies regarding Occupancy after selection are included in Chapters 9 through 13.

Chapter 14 contains policies for grievances and appeals of decisions affecting applicants and tenants.

Special agency-wide policies pertaining to *Reasonable Accommodation* (RA), the *Violence against Women Act* (VAWA), and the *Limited English Proficiency Plan* (LEP), Information and Security and Privacy Policy and Record Retention and Disposition Policy are found in the Appendixes.

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Keene Housing Portfolio Overview

The following table provides an overview of all Keene Housing Owned and Managed Properties covered by the policies in this document. Additional property details and amenities can be located on the KH website at www.keenehousing.org.

Property	Subsidy Type	Property Restrictions	Income Eligibility	Security Deposit	Minimum Rent
Ash Brook Apartments	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Bennett Block	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Damon Court	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Farmstead Commons	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Forest View	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Harper Acres	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
North & Gilsum	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Roxbury Court	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
32 Water St.	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
309 Water St.	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
West St.	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan

Property	Subsidy Type	Property Restrictions	Income Eligibility	Security Deposit	Minimum Rent
Cottage Street	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Meadow Road	Project Based Voucher (PBV)	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Brookbend East	LIHTC; Project Based Voucher (PBV) & HUD Section 8 (Multifamily) HOME	None	Income tested at 50% - 14 units HUD; Tax Credit all 60%; See MTW Administrative Plan for PBV. 40% of all admissions to the HUD Section 8 units must be at or below 30% AMI each fiscal year	Equal to 1-month's Tenant Portion before Utility allowance	Varies
Brookbend West	LIHTC; Project Based Voucher (PBV) & HUD Section 8 (Multifamily) HOME	None	Income tested at 50% - 16 units HUD; Tax Credit all 60%; See MTW Administrative Plan for PBV 40% of all admissions to the HUD Section 8 units must be at or below 30% AMI each fiscal year	Equal to 1-month's Tenant Portion before Utility allowance	Varies
Central Square Terrace	LIHTC HUD Section 8 Tax Exempt Bond	Elderly (62 years and older) or disabled	Income tested at 50% AMI 40% of all admissions must be at or below 30% AMI each fiscal year	Equal to 1-month's Tenant Portion	$25
Evergreen Knoll	LIHTC; Rural Development HOME	Cannot be at zero income	Tax Credit at 50% and 60%; RD	Equal to 1-month's	$0

Property	Subsidy Type	Property Restrictions	Income Eligibility	Security Deposit	Minimum Rent
			income limits same as section 8	Tenant Portion	
Riverbend	LIHTC; Project Based Voucher (PBV) HOME (4)	None	Tax Credit at 50% and 60%; See MTW Administrative Plan for PBV	$0	See MTW Administrative Plan
Stone Arch Village Family	LIHTC; Project Based Voucher (PBV)	None	Tax Credit at 50% and 60%	$0	See MTW Administrative Plan
Stone Arch Village Senior	LIHTC; Project Based Voucher (PBV) HOME (17)	Elderly (55 years and older) or disabled	Tax Credit at 50% and 60%	$0	See MTW Administrative Plan
Winchester St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Elm St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Pine St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Dover St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Marlboro St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
School St.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
Bassett Ct.	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan
McKinley Circle	Project Based Voucher	None	See MTW Administrative Plan	$0	See MTW Administrative Plan

Property	Subsidy Type	Property Restrictions	Income Eligibility	Security Deposit	Minimum Rent
Emerald Street House	PBV	Disabled & Referral from MFS	Income tested at 80%	None	$125
Hampshire House	Project Based Voucher Low Home	None	Income tested at 50%	None	$125
Fairweather Lodge	Available only by program admission				

Chapter 1. General Provisions

A. Mission Statement

Keene Housing (KH) Provides and advocates for affordable housing and supportive services that strengthen and empower low and moderate-income households in the Monadnock Region.

B. Purpose of the TSOP

The purpose of this TSOP is to provide current and prospective tenants and the greater Keene community with a comprehensive guide to the policies governing selection for residence in properties. The TSOP is designed to serve as both a referential policy document and a guidebook for individuals looking for specific information about opportunities for living in a KH owned or managed property.

C. Fair Housing and Non-Discrimination

1. Civil rights laws guarantee the right of applicant and resident households to equal treatment by KH during program operation. It is KH's policy to comply with all federal Civil Rights laws and applicable state laws in effect and subsequently enacted, including, but no limited to:

    a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, or national origin;

    b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on sex, disability and familial status, and spells out forms of prohibited discrimination;

    c. Age Discrimination Act of 1975, which prohibits discrimination based on age in federally assisted programs;

    d. Title II of the Americans with Disabilities Act, otherwise Section 504 and Fair Housing Amendments govern (Title II deals with common areas and public space, not apartments); and

    e. All applicable State laws.

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2. KH does not discriminate on the basis of race, color, age, national origin, religion, sex, military status, disability, familial status, actual or perceived sexual orientation, actual or perceived marital status, actual or perceived gender identity, or source of income in the leasing, rental, occupancy, use or other disposition of housing or related facilities.

3. KH does not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be attributed. Instead, KH treats each applicant as an individual based on his or her attributes and behavior.

4. KH does not permit undermining of these policies for purposes of completing personal or political favors.

5. KH offers apartments only in the order prescribed by this policy, since any other method violates the policy, federal law, and the rights of the other households on the wait list.

6. KH conducts affirmative marketing as needed to ensure that the wait list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population area.

D. Assistance to Households Claiming Discrimination

KH provides households with information on completing and filing HUD or other housing discrimination complaint forms at the time of the initial eligibility and when a household claims that there has been illegal discrimination because of race, color, age, national origin, religion, sex, military status, actual or perceived sexual orientation, marital status, familial status, disability, actual or perceived gender identity, or source of income in any contact the household has had with the KH staff. KH also directs household to the NH Commission for Human Rights for the purpose of completing and filing discrimination complaints.

E. Privacy

KH has designed its practices and procedures to safeguard the privacy of applicant and resident households. Information obtained directly from applicants, residents, and/or persons authorized by the applicant or resident, is used or disclosed only for purposes relating directly to the administration of

the properties covered by this plan, or for research related to a program policy in accordance with KH's *Information Security and Privacy Policy* (Appendix VII).

KH requires a subpoena for the release of personally identifiable information (PII) without an applicant or resident's written permission.

All applicants and residents are required to complete and sign the HUD Authorization for Release of Information or KH approved form, which incorporates the Federal Privacy Act Statement and delineates the terms and conditions for release of household information by HUD and/or KH.

All applicants and tenants are offered the opportunity to complete the alternate contact form, HUD 92006. This form allows KH staff to communicate for specific reasons with an individual or organization chosen by the household member to assist with the application or later to assist with maintaining tenancy.

However, this section does not restrict KH from disclosing to a prospective owner/property manager information that has been gathered regarding tenancy history. KH has incorporated the HUD regulation at 24 C.F.R. 982. KH will follow state law requiring disclosure and a signed release by any tenant or applicant prior to release of any private data. "Tenancy History" includes:

1. Notices to quit
2. Summary Process summons and complaints
3. Termination Notice
4. History of criminal activity
5. Other similar documents, not including inspection reports.

F. Outreach

KH conducts outreach as necessary to ensure that KH has enough applicants on the wait list to fill anticipated vacancies and to assure that KH is affirmatively furthering fair housing and complying with the Fair Housing Act. Because in some cases HUD and Rural Development (RD) require KH to serve a specified percentage of extremely low, very low and low-income households,

KH may, from time to time, need to conduct special outreach to ensure that an adequate number of such households apply for housing.

1. KH outreach efforts must comply with fair housing requirements. These include

    a. Analyzing the housing market area and the populations currently being served to identify under-served populations.

    b. Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program.

    c. Avoiding outreach efforts that prefer or exclude people who are members of a protected class.

2. KH designs its outreach efforts to inform qualified households about the availability of apartments. These efforts may include, as needed, any of the following activities:

    a. Submitting advertisements and public notices to local newspapers, including minority newspapers.

    b. Developing informational materials and fliers to distribute to other agencies.

    c. Providing application forms to other public and private agencies that serve the low-income population.

    d. Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities.

3. KH monitors the characteristics of its assisted population and the characteristics of the population in KH's jurisdiction. Targeted outreach efforts are undertaken if an analysis suggests that certain populations are being underserved.

G. Program Accounts and Records

KH will maintain complete and accurate accounts and other records for each applicant and each current household in accordance with KH, State of New Hampshire, and HUD requirements in a manner that permits quick and effective audit. Records will be in the form required by KH policy, the State of New Hampshire, and HUD, including requirements governing computerized or electronic forms of record keeping. Where State and HUD requirements differ, KH will maintain the more stringent requirement. Please see KH's *Record Retention and Disposition Policy* for a more complete overview. (Appendix VI).

Chapter 2. Definitions

Accessible: The facility or portion of the facility can be approached, entered, and used by individuals with physical disabilities.

Accessible Apartment: An apartment (means of entry route) that meets the standards for accessible apartments in the Uniform Federal Accessibility Standards and may be entered and used by a disabled person.

Adjusted Income: Annual income of the members of the household residing or intending to reside in an apartment, minus certain qualified deductions, where applicable.

Admission: The point when the household becomes a tenant. The date used for this purpose is the effective date of the first lease.

Area Median Income (AMI): Each year, the federal government calculates the median income for communities across the country to use as guidelines for federal housing programs. Area median incomes (AMI) are therefore set according to household size and vary from region by region. Income categories used in federal programs, such as Community Development Block Grant (CDBG), are calculated based on the AMI: Moderate Income (81-120% AMI), Low Income (51 to 80% AMI), Very Low Income (at or below 50% AMI) and Extremely Low Income (at or below 30% AMI)

Annual Income: All amounts, monetary or not, that go to or are on behalf of the head of household or spouse (even if temporarily absent) or to any other household member, or all anticipated income to be received from a source outside the household during the twelve (12) month period following the admission or reexamination date.

Apartment: A single residential dwelling.

Applicant (Applicant Household): A household that has applied for admission to a property but has not yet been approved or denied for eligibility

Assets: Such as, but not limited to, cash (including checking accounts), stocks, bonds, savings, equity in real property or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets. (See Appendix I)

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Assisted Household: See household.

Childcare expenses: Anticipated childcare expenses necessary to enable an adult household member to work or attend school.

Co-head: An individual in the household who is equally responsible for the lease with the head of household. A household may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common property/area: All interior and exterior areas owned or managed by KH, other than individual apartments.

Contract Rent: Monthly rent paid to an owner/property manager not including any estimated resident household paid utility costs. For rent with resident household paid utilities see "Gross Rent."

Dependent: A member of the household (except foster children and foster adults) other than the household head, spouse or co-head, who is under 18 years of age or is a person with a disability or is a full-time student.

Disabled Household/Resident: A household whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Household: A household which is displaced by government action (including action by KH), or whose dwelling has been extensively damaged or destroyed because of a disaster declared or otherwise formally recognized by federal disaster laws.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use, or possession of a controlled substance with intent to sell, distribute or use the drug.

Elderly Household/Resident: A household whose head, spouse or sole member is a person who is at least 62 years of age (55 years for Stone Arch Senior); or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: An individual who is at least 62 years of age (55 years for Stone Arch Senior).

Eligibility Determination: The process by which KH determines whether a household meets the criteria for housing.

Emancipated Minor: A person under eighteen (18) years of age who is legally emancipated in another state, is married, is a member of the armed services, or enrolled in military academy.

Enterprise Income Verification System (EIV): EIV obtains monthly Social Security (SS) and Supplemental Security Income (SSI) benefits data from the Social Security Administration (SSA) and monthly employer new hires (W-4), quarterly wage for federal and non-federal employees, and quarterly unemployment data from the Department of Health and Human Services' (HHS') National Directory of New Hires (NDNH). The EIV system was created as a proprietary agreement between HUD and the Social Security Administration. The EIV system verifications are only for use for verifications that tie directly to HUD subsidized properties. Use of this information by another program is strictly prohibited.

Ethnicity: A group of people sharing the same culture, history, language, etc. unconnected to their geographic origin.

Extremely Low-Income Household: A household whose annual income does not exceed 30% of the area median income as determined by HUD, with adjustments for smaller and larger households. HUD may establish income ceilings higher or lower than 30% of median income if it finds such variations are necessary due to unusually high or low household incomes.

Fair Housing Act: Both Federal and State laws which prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody for children under the age of 18, and disability.

Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

2. A group of persons residing together, and such groups include, but are not limited to:

a. A household with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the household).

b. An elderly household;

c. A near elderly household;

d. A disabled household;

e. A displaced household; and

f. The remaining member of a resident household.

Foster Adults: Usually, persons with disabilities unrelated to the resident household, who are unable to live alone.

Foster Children: Children that are in the legal guardianship or custody of a state, county or private adoption or foster care agency, yet are cared for by foster parents in their own homes under some kind of short-term or long-term foster care arrangement with the custodial agency.

Fraud: An act in which an individual makes false statements regarding their income or household size, or alters official documents, for the purpose of receiving assistance for which they are not otherwise eligible.

Full-Time Student: A person has or will be carrying a full-time (as defined by the educational facility) load or attending an educational institution accredited with a degree or certificate program (included K-12 school age children).

Good Standing: A household is considered in good standing when all the following conditions are met:

- Current on rent and non-rent charges,
- No Lease Termination notices in the most recent 6 months,
- No Lease Violation notices in the most recent 6 months, and
- Has not failed most recent housekeeping inspection and/or does not have a history of housekeeping inspection failures.

Gross Annual Income: The total income, before taxes and other deductions, received by all members of a household. Included in this total is income from all wages, Social Security payments, retirement benefits, military and veteran's disability payments, and other sources as described in Appendix I.

Gross Rent: Monthly rent paid to an owner/property manager plus any estimated resident household utility costs. For rent with owner/property manager paid utilities see Contract Rent.

Guest: A person temporarily staying in the apartment with the consent of the head of household.

Head of Household: The adult member of the household who is responsible for the lease or tenancy obligations as well as ensuring that the household fulfills all household responsibilities.

Household: All persons occupying an apartment including, but not limited to, two or more families living together or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Household Apartment Size: The appropriate number of bedrooms for a household, as determined by KH's occupancy policy (see Chapter 5).

Illicit Drug: Heroin, Opium, Cocaine, Methamphetamine, LSD, PCP, Psilocybin, Ketamine, MDMA, Rohypnol and other drugs that if used or sold would result in felony drug charges.

Imputed Assets: Imputed income from assets calculated by multiplying the net cash value of all household assets of $5,000 or more, by current HUD-established passbook savings rate.

Income Targeting: In some properties, regulations require KH to rent available apartments to households with specific incomes. (See Keene Housing Portfolio Overview)

Lease Term: The amount of time a tenant agrees in writing to live in an apartment.

Limited English Proficiency: Persons who are unable to communicate effectively in English because their primary language is not English, and they have not developed fluency in the English language. (See Appendix V)

Live-in Aide: A person who resides with one or more elderly persons or persons with disabilities, and who is determined to be essential to the care and well-being of the persons(s); is not obligated for the support of the person(s); and would not be living in the apartment except to provide the necessary supportive services.

Low Income Household: A household whose income does not exceed 80% of the of the area median income as determined by HUD with adjustments for smaller or larger households, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

Minimum Rent: The lowest possible tenant portion of the rent allowed in a property.

Minor: A member of the household other than the household head, spouse or co-head, who is under 18 years of age.

Mixed Household: A household whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. A mixed household is eligible for prorated assistance.

Near Elderly: Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Assets: The cash value, after deducting reasonable costs that would be incurred in the disposal of an asset.

Non-elderly disabled household: A household that does not meet the definition of an elderly household whose head, spouse, co-head, or sole member is a person with disabilities.

Occupancy Standards: Standards established by KH to determine the appropriate number of bedrooms for households of different sizes and compositions.

Person with a Disability: HUD Defines a person with disabilities as a person who:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423 – see below), or

2. Is determined by HUD regulations to have a physical, mental, or emotional impairment that:

    a. Is expected to be of long, continued and indefinite duration;

    b. Substantially impedes his or her ability to live independently; and

c. Is of such a nature that such ability could be improved by more suitable housing conditions, or

3. Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002(8)--see below), or

4. Has the disease acquired immunodeficiency syndrome (AIDS) or any conditions arising from contraction of the Human Immunodeficiency Virus (HIV).

Preference: A status applied to some applications for housing assistance that gives an applicant household priority over others as explained in Chapter 3.

Preliminary Application Form (Pre-Application): Collects only information that is required for placement on the wait list(s).

Program Abuse: See Fraud

Public Housing Agency (PHA): Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities that are authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified Medical Expenses: Income Revenue Service (IRS) defines qualified medical expenses as amounts paid for the "diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body."

Race: A group of people united or classified together based on common history, nationality, or geographic distribution.

Reasonable Accommodation (RA): A change or modification of KH's rules, policies, practices, services, or procedures or a modification to a rental apartment for people with disabilities that is necessary to enable people with disabilities to have an equal opportunity to enjoy their housing. Please see Appendix III.

Recertification: The process of securing documentation of total household income used to determine the continuing eligibility of the household and the amount of housing assistance to be provided on the household's behalf until the next recertification.

Remaining Household Member: Individual of a resident household that remains in the apartment when other members of the household have left the apartment.

Section 504: A federal law that prohibits discrimination based on disability in any program, service or activity that receives federal financial assistance.

Security Deposit: A sum of money (maximum set by state law) given in advance by the resident to the owner to cover any expenses for unpaid rent or damages the owner might incur after the resident moves out.

Subsidy: The amount of money KH pays towards a resident household's rent, usually the gross or contract rent minus a resident household's total tenant payment (TTP).

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling apartment.

Tenant Rent: The portion of the contract rent a resident household pays to the owner/property manager minus any Utility Allowance (UA).

Total Tenant Payment (TTP): The tenant rent plus any UA.

Utility Allowance (UA): The estimate of the average monthly utility bills (not including television access, telephone, or internet) for an energy conscious household. This estimate only considers utilities paid directly by a resident household. If all utilities are included in the rent, there is no UA. Utility allowances vary by property and apartment size.

Very Low-Income Household: A low-income household whose annual income does not exceed 50% of the area median income, as determined by HUD, with adjustments for smaller and larger household. HUD may establish income limits higher or lower than 50% of the median income for the area based on its finding that such variations are necessary because of unusually high or low household incomes.

Violence against Women Act: A federal law enacted to protect victims of domestic violence, dating violence, sexual assault, and stalking. See Appendix IV for KH's VAWA policy.

Vulnerable Youth: An individual that has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in Section 725 of the McKinney-Vento Homeless Assistance Act), or as unaccompanied, at risk of homelessness and self-supporting, by:

1. A local educational agency homeless liaison designated pursuant to the McKinney-Vento Homeless Assistance Act;

2. The director of a program funded under the Runaway and Homeless Youth Act or designee of the director;

3. The director of a program funded under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director; or

4. A financial aid administrator.

Wait List: A list of all eligible applicant households by property.

Chapter 3. Applying for Programs and The Wait List

A. Overview

Keene Housing's (KH) policies provide that all household interested in housing assistance can be given equal opportunity to apply and are treated in a fair and consistent manner.

KH maintains separate wait lists for each property. No person is, on the grounds of race, color, age, national origin, religion, sex, military status, actual or perceived sexual orientation, marital status, familial status, disability, actual or perceived gender identity, or source of income excluded from participation in, denied the benefits of, or otherwise subjected to discrimination by KH.

B. Applying for Assistance

1. KH requires a household to provide a preliminary application (pre-application) for placement on a wait list.

2. Households may obtain a pre-application in person at KH's Main Office at 831 Court Street, by calling (603) 352-6161 and requesting one via mail, email, FAX or on the web at www.keenehousing.org.

C. Processing Preliminary Applications

1. KH accepts pre-application in-person at the KH Main Office, via mail, email, FAX or on the web at www.keenehousing.org.

2. Every completed pre-application receives a date and time stamp by KH upon receipt.

3. KH accepts and processes pre-applications in accordance with KH's procedures.

4. When accepting preliminary applications, KH does not accept any corresponding documentation.

5. KH assumes that the information provided by the applicant in the preliminary application is correct. KH will verify the information later in the eligibility process.

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6. All information on the pre-application designated as required must be completed for the household to be placed on the wait list.

7. Upon receipt of a completed pre-application, KH pre-screens applications to determine wait list eligibility and applies admission preferences.

D. Placement on The Wait List

1. The following prevents an applicant household being placed on any KH wait list.

    a. Any adult household member owes KH, a KH affiliate, or a KH managed property money.

    b. Any household over the maximum income limit set by U.S. Housing and Urban Development (HUD)

    c. A household member is subject to a state lifetime sex offender registry.

    d. The Head of Household is not of an age at the time of application to have legal capacity to enter a lease under NH state and local law (at least 18, or an emancipated minor under NH state and local law).

2. The following prevents an applicant household being placed on any elderly/disabled KH wait list.

    a. The Head of Household, co-head or spouse does not meet the requirement of the elderly or disabled property (Central Square Terrace age requirement is 62 or older and Stone Arch Village Senior is 55 or older)

    b. And/or head of household, co-head or spouse is not disabled.

3. If KH can determine from the information provided that an applicant household is ineligible, the household is not placed on the wait list.

        (i) Where a household is determined to be ineligible, KH sends written notification of the ineligibility determination within 10 business days of receiving a completed application.

(ii) The notice specifies the reasons for ineligibility and informs the household of its right to request an Informal Review and explains the process for doing so (see Chapter 14).

4. KH sends notice of preliminary placement on the wait list(s) within 10 business days of receiving a completed pre-application. The notice will list any wait list(s) to which the household has been added.

   a. Placement on the wait list does not indicate that the household is eligible for admission.

   b. KH makes a final determination of eligibility and qualification for admission preferences when the household is selected from the wait list.

5. Applicant households are placed on the wait list according to the date and time that their complete pre-application is received by KH.

E. Organization of The Wait List

1. KH organizes its Housing wait lists in such a manner as to allow KH to accurately identify and select households in the proper order, according to the admissions policies described in this TSOP.

2. The wait list contains the following information for each applicant listed:

   a. Name and social security number of all household members

   b. Amount and source of annual income

   c. Date and time of application

   d. Household type (household, elderly, disabled)

   e. Admission preference, if any

   f. Race and ethnicity of the head of household

   g. The specific properties selected by the applicant and

   h. Alternative contact information, if provided by the applicant

3. The property wait list uses a two-tiered admission preference system. This system gives applicant households that qualify for a preference an opportunity to be screened for eligibility ahead of applicants that do not have a preference. The admission preferences are a way of organizing the wait lists to address local housing issues and agency policy. Without admission preferences, applicant households on the wait list are "organized" only by the date and time stamp of their pre-application.

    a. Applicant households should think of the wait lists as having two "layers" within each list: one group made up of applicants who meet the preference criteria and another group who do not meet the criteria for a preference.

    b. The ability to qualify for a preference is important because it affects an applicant household's placement on the wait list(s). When admission preferences are used, applicants are organized on the lists by preference group and then, within the preference group, by the date-time stamp of the pre-application.

4. Should an apartment become available, KH may at any time transfer an existing resident household to the available apartment ahead of an applicant household from the wait list(s).

F. Admission Preferences

1. The policies for admission preferences outlined in this section do not apply to Evergreen Knoll. Please see Chapter 3 Section G for information regarding that property.

2. KH has established the Natural Disaster/Government Displacement preference for admission to its housing programs.

3. A Natural Disaster/Government Displacement preference is given to applicant households who are otherwise qualified for a property and KH verifies that any of the following conditions apply:

    a. The applicant has been or will be involuntarily displaced within no more than six months from the date of the preference status certification or verification by the responsible entity and is not living in standard permanent replacement housing.

(i) Standard permanent replacement housing is housing that is decent, safe and sanitary and adequate for the household size, and that the household is occupying pursuant to a lease agreement.

4. An applicant household is or will be involuntarily displaced if the household has vacated or will have to vacate the unit where the household lives because of one or more of the following:

   a. A household's apartment is uninhabitable because of a disaster, such as a fire or flood.

   b. Activities carried on by an agency of the United States or by any state or local governmental body or agency, including KH, in connection with condemnation, code enforcement, public improvements, or development program.

   c. Displacement to avoid reprisal, such as a family cooperating with the police.

      (i) KH may only grant this if a law enforcement agency or an official from a court of law carries out a threat assessment and recommends re-housing the family.

   d. Displacement due to hate crimes when one or more of the applicant's family have been victims of a hate crime.

      (i) Hate crime is defined as actual or threatened physical violence that is based on the victim's race, color, religion, sex, sexual orientation, national origin, disability, or familial status.

      (ii) KH may only grant this if it is verified that the hate crime occurred recently or is of a continuing nature.

5. Once a preference is verified, it will be applied to either the KH property wait lists for which the household is otherwise qualified for, or to the Voucher Programs wait lists, depending on which avenue will be most appropriate and expedient.

G. Admission Preferences (Evergreen Knoll Only)

1. Priorities and preferences for admission to Evergreen Knoll are applied as follows:

    a. Eligible applicants that meet the following conditions must be given priority for occupancy over all other tenants regardless of income. Such applicants, however, will be ranked among themselves by income level, giving priority to very-low-income applicants, next to low-income applicants and finally to moderate income applicants.

    b. Eligible applicants that meet any of the following conditions will be given priority over other applicants in the same income category.

        (i) The applicant has a letter of Priority Entitlement (LOPE) issued in accordance with section 3560.660c.

        (ii) The applicant was displaced from Rural Development financed housing but was not issued a LOPE.

        (iii) The applicant was displaced in a federally declared disaster area.

        (iv) An applicant may not be given priority for placement under the conditions described in this TSOP in Chapter 3, section F.

2. Once a preference is verified, it will be applied to either the KH property wait lists for which the household otherwise is qualified for, or to the Voucher Programs wait lists, depending on which avenue will be most appropriate and expedient.

H. Closing and Opening the Wait Lists

1. KH does not close the wait list(s) for any of the properties.

I. Updating the Wait List and The Purge Letter

1. Applicant households must inform KH within ten (10) business days of changes in:

a. Household size or composition, and/or

b. Contact information, including current residence, mailing address, and phone number.

2. Applicant households must submit changes in writing.

3. If a change in household composition changes the apartment size for which a household is eligible, KH may place the household on a new list.

   a. Placement on the new wait list is based upon the date/time stamp of confirmation of the household composition change.

4. The wait list is updated as needed to ensure that all applicants and applicant information is current.

   a. When updating the wait list, KH sends an Update Request via mail to each applicant household on the wait list to determine whether the household remains interested in the program(s)/property(s) for which they have applied.

      (i) KH sends this update request to the last address that KH has on record for the household.

      (ii) The update request provides a deadline by which the household must respond and states that failure to respond will result in the applicant's removal from the wait list.

   b. The household's response must be in writing and delivered in person, by mail, by email, or by FAX as described in the Update Request.

      (i) Responses must be postmarked or received by KH no later than fifteen (15) business days from the date of the KH letter.

      (ii) If the household fails to respond within fifteen (15) business days, KH will remove the household from the wait list without further notice.

c. If the post office returns the Update Request letter with no forwarding address, KH will remove the applicant from the wait list without further notice.

d. If the post office returns the Update Request letter with a forwarding address, the notice will be re-sent to the address indicated.

(i) The household will have fifteen (15) business days to respond from the date the letter was re-sent.

(ii) If the household fails to respond within this time frame, KH will remove the household from the wait list without further notice.

e. No Informal Review is offered when KH removes a household from the wait list(s) during the update process for failure to respond. Such failures to act on the part of the applicant prevent KH from making an eligibility determination, therefore, no Informal Review is required.

f. If KH removes a household from the wait list(s) for failure to respond, KH may reinstate the household's application if KH determines the lack of response was due to a KH error, or to circumstances beyond the household's control.

J. Removal from The Wait List

1. KH will remove applicants from the wait list, including the MTW HCV wait list for the following reasons:

a. The applicant requests to be removed.

b. KH determines the household is not eligible for admission (see Chapter 4) at any time while the household is on the wait list.

c. The applicant signs an initial one-year lease at any KH owned and managed property, except Emerald House.

d. The applicant fails to return the Purge Letter within the required amount of time (see Chapter 3 Section H).

e. The applicant defaults on a repayment agreement with KH.

Failure to report changes in household composition or contact information, in writing by the submission of a Pre-Application Update Form, may affect the eligibility of units of a particular bedroom size or may result in the applicant household being removed from all wait lists because KH is not able to contact the applicant.

If KH removes a household from the wait list, KH will send a notice to the household's address of record as well as to any alternate address provided on the initial application.

(i) The notice will state the reasons KH removed the household from the wait list.

(ii) The notice will inform the applicant of their right to an Informal Review, if any, and the process for making a request.

Applicants that are removed from the wait list may submit a new pre-application at any time.

Chapter 4. Tenant Selection and Assignment Plan

A. Overview

Keene Housing (KH) provides low-income households with a wide variety of affordable housing options. There are some eligibility criteria that apply to all properties and programs. There are also some eligibility criteria that are property specific.

In addition to the policies outlined here, applicant households for Project-Based Voucher (PBV) or Affordable Housing Preservation Program (AHPP) apartments are also screened against the eligibility criteria described in Chapter 5 of KH's Moving To Work Administrative Plan (MTW Admin Plan) available by request or at www.keenehousing.org.

B. Screening for Eligibility

Screening is performed in a manner that is reasonable, consistent and complies with fair housing laws. Screening is used to help ensure that households admitted to a property will abide by the terms of the lease, pay rent on time, take care of the property and apartment and allow all residents to peacefully enjoy their homes.

Anyone who wishes to live on a property must be screened prior to move in. This includes, but is not limited to live-in aides and additional adult household members wishing to move into the apartment and added to the lease after the initial move in.

1. Applicants cannot add/remove other adult household members once the eligibility process is complete except in cases of reasonable accommodation for a person(s) with disabilities.

    a. If over income, applicants cannot remove members to meet income eligibility criteria.

2. KH only admits applicant households that meet the following criteria:

    a. The applicant meets the definition of a "household."

    b. At least one household member is a U.S. citizen or has eligible immigration status as required by HUD.

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c. All household members must provide documentation of Social Security numbers (SSNs) or, for household members who do not have a SSN, a federally issued Alterative Identification number.

(i) If all household members have not disclosed and /or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit.

(ii) An applicant has ninety (90) calendar days from the date they are first offered an available unit to provide missing SSNs.

(iii) If the applicant is otherwise eligible for admission into the property, and the only outstanding verification is that of disclosing and providing verification of the SSN, the applicant may retain his or her place on the wait list for the ninety (90) day period during which the applicant is trying to obtain documentation.

(iv) After ninety (90) days, if the applicant has been unable to supply the required SSN and verification documentation, the applicant is determined ineligible and removed from the wait list.

(v) SSN requirements do not apply to a child under the age of 6 years old added to the applicant household within the 6-month period prior to the household's date of admission.

d. All household members must provide a birth certificate.

e. An applicant must provide photo identification for all household members 18 years and older.

f. No adult household member is subject to lifetime sex offender registration.

(i) KH may reject a sex offender based upon a criminal record in accordance with other grounds stated in this Chapter even if not subject to lifetime registration requirements.

g. No household member has been convicted of drug-related criminal activity involving the manufacture or production of methamphetamine on the premises of federally assisted housing.

h. Does not owe any money to a KH owned or managed property, other Public Housing Authority, or owner of state or federally assisted housing.

i. At least one member of the household is not a full-time student or otherwise qualifies under the property or program requirements (See Section C and D of this Chapter).

j. An applicant's income does not exceed HUD's established income limits for the property.

k. Applicant households do not receive assistance from another housing assistance provider.

(i) KH uses the EIV Existing Tenant Search when screening applicants to identify applicants that may be receiving housing assistance at another location.

(ii) If a household member is receiving housing assistance at another location, KH provides the applicant with the opportunity to explain any circumstances related to the existing assistance.

(iii) KH follows-up with the respective Public Housing Agency (PHA) or owner to confirm the applicant's program participation status before admission, if necessary, depending on the outcome of the discussion with the applicant. KH will then coordinate the move-out and move-in dates with the PHA or property owner at the other location.

l. All household members meet the screening criteria for the specific property for which they are being screened.

m. All adult household members have signed the HUD forms Notice and Consent for the Release of Information and

Applicant's/Tenant's Consent to the Release of Information, forms HUD-9887 and HUD-9887A, respectively.

n. The applicant household meets all criteria for suitability for tenancy (Section E, below).

o. For applicants to Central Square Terrace, eligibility is based upon the income under LIHTC/Tax Exempt Bond programs.

3. In addition, KH will reject an applicant if it is determined that:

a. Any household member was evicted or terminated from any federally assisted housing for drug-related criminal activity in the past three (3) years.

b. There is reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety or right to peaceful enjoyment of the premises by other households.

(i) Marijuana used medicinally or otherwise is an illegal substance under federal law and its use is grounds for termination of assistance. Keene Housing does not permit the use of marijuana in any of the properties. The use of marijuana, medicinally or otherwise, is grounds for termination of the lease.

c. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other households.

d. Any member of the household is fleeing to avoid prosecution, or custody, or confinement after conviction, for a felony crime; or

e. Any household member has been convicted of a felony crime against persons or property, or serious drug related offense; including but not limited to:

(i) Homicide or murder;

(ii) Arson;

(iii) Armed robbery;

(iv) Drug trafficking, drug distribution, and/or drug manufacturing;

(v) Kidnapping;

(vi) Domestic violence, criminal sexual assault, home invasion;

(vii) Weapons offenses;

(viii) Child molestation and other crimes against children;

(ix) Possession or sale of illegal drug;

(x) Vandalism or destruction of property.

(xi) Threats or harassment, assault or fighting; or

(xii) Burglary, breaking and entering, or robbery.

f. Any household member has been convicted of a pattern of misdemeanors against persons or property within the past 5 years including but not limited to:

(i) theft or fraud;

(ii) organized criminal activity;

(iii) harassment;

(iv) destruction of property;

(v) disorderly conduct;

(vi) trespassing; or

(vii) sexual misconduct.

A pattern (for the purposes listed above) consist of three or more incidents of conviction.

g. An applicant has misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition, or rent.

4. KH will move to terminate the participation of any household admitted based on misinformation.

C. Student Eligibility for Multifamily Properties

1. In addition to meeting all eligibility and suitability criteria outlined in this Chapter, a full-time or part-time student at an institute of higher education must also meet one or more of the following criteria to receive housing assistance at Central Square Terrace and non-PBV units at Brookbend East and West:

   a. Is living with his or her parent(s)/guardian; or

   b. Is at least 24 years old; or

   c. Is married; or

   d. Is a veteran of the Armed Forces of the United States or is currently serving on active duty in the Armed Forces for other than training purposes; or

   e. Has legal dependents other than a spouse; or

   f. Is a person with disabilities who was receiving Section 8 assistance as of November 30, 2005: or

   g. Is a graduate or professional student; or

   h. Is an independent student, defined as:

      (i) The individual is 24 years of age or older by December 31 or the award year.

      (ii) The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was 13 years of age or older.

(iii) The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence.

i. Or is classified as a Vulnerable Youth.

j. Or the individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances; or

k. Has parents who are income eligible for the Section 8 program.

2. Any financial assistance a student receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education that is more than amounts received for tuition and other fees is included in annual income, except:

a. If the student is over the age of 23 with dependent children or

b. If the student is living with his or her parents who are receiving Section 8 assistance.

3. Financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of vulnerable youth.

D. Student Eligibility for LIHTC/Tax Exempt Bond Properties

1. In addition to meeting all the eligibility and suitability criteria outlined in this Chapter, a full-time student must also meet one or more of the following criteria to receive housing assistance at Stone Arch Village Family/Senior, Riverbend, PBV Units at Brookbend East/West, Evergreen Knoll, and Central Square Terrace:

a. Is married and either files or is entitled to file a joint tax return;

b. Consists of at least one single parent and his or her minor children, and the parent is not a dependent of a third party;

c. Receives assistance under Title IV of the Social Security Act;

d. Enrolled in a job training program receiving assistance under the Workforce Investment Act (WIA), Job Training Partnership Act or similar federal, state or local laws; or

e. Was previously under the care and placement responsibility of the state agency responsible for administering foster care.

E. Student Eligibility for HOME Properties

For units receiving HOME housing assistance, in addition to meeting all eligibility and suitability requirements, and student status requirements under Section C, each household member 18 years of age or older must complete the Annual Certification of Student Status Form.

F. Screening for Suitability

1. An applicant may provide additional information with a completed application to explain, justify, or negate the relevance of potentially negative information that may be revealed by screening and that the applicant believes to be relevant to the applicant's predicted performance as a tenant. The review of this information may occur after reviewing the screening report to assist KH in considering all circumstances related to applicant's history. KH must evaluate this information before a final determination of acceptance or denial of applicant and must also consider:

    a. The nature and severity of the incidents that would lead to a denial;

    b. The number and type of the incidents;

    c. The time that has elapsed since the date the incident occurred;

    d. The age of the individual at the time the incidents occurred; and

    e. The extent to which the applicant has taken all reasonable steps to prevent or mitigate any negative history.

2. In addition to screening for program and income eligibility, KH screens all applicants aged 18 or older for suitability prior to residency.

3. KH looks at the applicant's previous five (5) year history to determine suitability.

    a. For former tenants of a KH owned or managed property, KH may consider a tenant history recorded at Keene Housing that extends further back than five (5) years.

4. Suitability criteria include, but are not limited to:

    a. The applicant's record of meeting financial obligations, including rent.

        (i) KH considers the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

    b. The applicant household's ability to obtain tenant-supplied utilities.

    c. Past 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 tenants.

    d. Past record of eviction from any housing or termination from any housing assistance program.

        (i) Record of eviction includes eviction or termination from any KH program.

    e. Misrepresentation of, or not providing, complete information related to eligibility, including income, award of preferences for admission, expenses, household composition or rent.

    f. Past record of committing fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

    g. If an applicant or any member of the applicant's household demonstrates inappropriate behavior, is verbally abusive, swears, uses discriminatory language, exhibits threatening behavior, appears to be under the influence of alcohol or illegal drugs or attempts to intimidate the staff, residents or applicants,

the applicant and the applicant's household members will be required to leave the property and the application will be rejected.

G. Screening Applicants Claiming Mitigating Circumstances

1. If negative information is received about an applicant relating to any grounds for denial listed above, the applicant may request an Informal Review per Chapter 14.

2. Through the Informal Review process KH considers:

   a. The time, nature and extent of the applicant's past conduct and factors (also referred to as mitigating circumstances) that might indicate favorable future conduct. The factors indicating favorable future conduct must be verifiable to be considered.

      (i) In deciding whether to exercise discretion to admit an individual who has engaged in prohibited activity, KH will consider all the circumstances relevant to the particular admission decision, including but not limited to the seriousness of the offending actions.

      (ii) The effect that the denial of the entire household will have on family members not involved in the activity.

      (iii) The extent that the applicant has taken all reasonable steps to prevent or mitigate the activity and or to show a likelihood of not relapsing into engaging in the same activity going forward.

   b. If applicants with negative behavior in their recent past, as defined above, can document, to KH's satisfaction, that they are rehabilitated.

3. KH may admit the applicant household if KH determines that:

   a. The household member of concern has successfully completed a supervised drug rehabilitation program.

b. The household member of concern can show a likelihood of not relapsing into engaging in the activity that resulted in the denial going forward.

c. The household member of concern has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter the apartment, or

d. The applicant's household will not include the household member of concern and it is agreed not to allow that member on the property.

4. An applicant with a disability who believes a denial is connected to their disability is advised to seek a Reasonable Accommodation prior to requesting an Informal Review.

H. The Eligibility Process

1. KH Screens all applicants in accordance with this TSOP.

2. As applicants approach the top of a wait list, KH schedules them for an eligibility appointment.

3. Upon scheduling the eligibility appointment, KH will send a more detailed application packet and a request for documentation.

4. The applicant is responsible for bringing the application packet and all documentation to the eligibility interview.

5. All adult household members (18 and older) are required to attend the eligibility interview if the household resides within a 25-mile radius of the KH office.

   a. For applicant households who live outside the radius and inform KH that the travel to the KH office would be a financial or physical burden, or there is some other mitigating circumstance(s), KH will accommodate a phone interview provided that all requested documents are sent to KH (either by US Mail, FAX or Email) prior to the phone interview's date and time. It is the responsibility of the household to call KH on the date and time of the scheduled interview and to be prepared to participate in the phone interview.

6. KH will reschedule an applicant household's eligibility appointment no more than twice.

7. Failure to attend or call to reschedule the eligibility appointment results in the applicant's removal from all wait lists. KH will, however, consider mitigating last minute circumstances which resulted in the applicant household not being able to attend the eligibility appointment if that mitigating circumstance is communicated to KH within forty-eight (48) hours of the missed appointment.

8. Following the eligibility appointment if additional documents/documentation are necessary to fully process the household's eligibility status; the applicant has ten (10) business days to return the required documents to enable KH to verify all provided information to determine whether the applicant is qualified.

9. Failure to return all documents will result in the applicant's removal from all housing wait lists (not applicable to voucher wait lists).

10. If KH determines the applicant household is ineligible for assistance, KH will mail the household a denial letter within three (3) business days of the decision.

    a. The denial letter will state the reason for the denial and explain the applicant's rights to appeal.

    b. Applicants have fourteen (14) calendar days from the date of the denial notification to request an Informal Review (see Chapter 14).

11. During the fourteen (14) calendar day request period and any appeal process, KH holds the household's application until a final decision is made.

    a. If the original decision is overturned, the applicant household will be offered the next available apartment for which the household has applied and is qualified.

I. Income Targeting Requirements for Multifamily Properties

1. Regulation requires that extremely low-income (ELI) households make up at least 40% of the households admitted to housing during the KH fiscal years.

2. ELI households may be selected ahead of other eligible households on an as-needed basis to ensure that the income targeting requirement is met.

3. Housing Department staff monitor progress in meeting the ELI requirement throughout the fiscal year.

J. Making Apartment Offers

1. For apartments with accessible features offers are made in the following order:

   a. An approved transfer household that needs the apartment features and resides in the property.

   b. A household from the wait list(s) that needs the apartment features.

   c. Any transfer list household, including households that do not need the apartment features.

   d. Any wait list household, including households that do not need the apartment features.

   e. KH cannot approve transfers from a PBV to a HUD multi-family project based rental assistance (PBRA) or USDA Rural Development apartment. PBV to PBV only.

2. When it becomes necessary to offer an accessible apartment to a non-disabled applicant or resident household, KH requires the household to agree in writing, to move to an available non-accessible apartment within thirty (30) days from when the accessible features of the apartment are needed by a current household or an applicant from the wait list. This requirement is also reflected in the lease and/or lease addendum signed by the applicant household.

a. In these instances, KH will pay to reconnect any utilities to the non-accessible unit as well as pay a $250 stipend for moving expenses.

3. For apartments at Evergreen Knoll, preference selection from the wait list is described in Chapter 3 G.

   a. After preference selection, households from the wait list will be selected by date and time of receipt of the complete application.

4. For all other apartments, offers are made in the following order:

   a. Government Displacement and all other preferences.

   b. Verified Reasonable Accommodation.

   c. Transfers under KH Transfer Policies (see Chapter 10).

   d. Household from the wait list, sorted by preference and then by date and time of application.

5. From time-to-time KH may be required to select households from a wait list within specific income brackets to meet the property's income targeting requirements for that property.

6. When making an offer to an applicant household on the wait list, KH will match the apartment available to the highest placed household eligible for an apartment of that size, type, and special features (if applicable).

7. The applicant must accept any apartment offered within three (3) business days of the date on the offer letter.

   a. If the applicant fails to respond to the offer of an apartment within the three (3) business days, they will be removed from the wait list.

   b. KH allows extensions to the three (3) business day period when there are reasonable circumstances.

   c. Within ten (10) business days of being notified of the removal, applicants withdrawn from the wait list for failure to respond to the apartment offer may request an Informal Review.

(i) Households have no further rights to appeal if KH does not see good cause for reopening the application.

8. If the applicant declines the offer of an apartment, their application will be removed from the property wait list.

Applicants who do not show up for the lease signing without good cause will be removed from the property wait list.

9. An applicant household that declines two (2) offers of an apartment will be removed from all wait lists. (Applicants must accept 2nd offer).

a. If KH removes a household from the wait lists for rejection of an apartment, KH will inform the applicant of the action.

(i) Removal from the wait lists for refusal of an apartment cannot be appealed.

b. KH does not remove an applicant from the wait list if reasonable circumstances prevented the applicant from responding to or accepting an offer. Reasonable circumstances include but are not limited to:

(i) Inaccessibility to source of employment, education or job training, children's day care, or an educational program for children with disabilities.

(ii) The household demonstrates to KH's satisfaction that accepting the offer will place a household member's life health or safety in jeopardy.

(iii) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, or other household members, or live-in aide necessary for the care of the principal household member.

(iv) The apartment is inappropriate for the applicant's disabilities, or the household does not need the accessible features in the apartment offered and does not want to be subject to a thirty (30) day notice to move.

10. If an apartment becomes available in a property whose wait list contains no applicants, KH will open the apartment to the top twenty (20) applicants on every other site-based wait list, for the appropriate bedroom size and development type, based on application date and preference.

    a. Affirmative responses to offers will be sorted by the household's original application date and time.

    b. Applicants that agree to placement on the new wait list are subject to the policies listed in Chapter 3.

    c. Refusal of the apartment will not count towards the household's two (2) apartment offer denials.

K. Showing Apartments and Leasing Requirements

1. Applicants have an opportunity to see the apartment being offered, or a comparable apartment or photos of the property and typical apartment features, if the apartment being offered or a comparable apartment is not available to show, before they accept the offer and lease the apartment.

2. Applicants are given three (3) business days from the date of the unit offer letter to notify KH if the unit offer is accepted or declined.

3. Applicants are required to sign a lease that will become effective no later than twenty (20) business days after the date of acceptance or the business day after the unit becomes available, whichever is later.

4. The applicant will pay the first month's rent (pro-rated, if applicable) and security deposit; collected in accordance with New Hampshire State Law; at the time of lease-up prior to receiving the keys to the apartment.

5. Only money orders or bank certified checks are accepted for the security deposit payment.

6. If an applicant does not have the full amount of rent and security deposit due at the time of lease-up KH will accept the full security deposit.

a. KH will consider a payment arrangement for the remaining rent due at lease-up.

b. KH will not accept any amount lower than the full security deposit at lease-up.

7. KH will hold the security deposit for the period the household occupies that unit.

   a. KH will not use the security deposit for rent or other charges while the household is living in the unit.

8. If the applicant can show good cause for requiring a delay in the lease signing, KH may temporarily hold the unit for thirty (30) calendar days.

9. KH will not move a household into an apartment that does not meet basic habitability standards, including applicable HUD, state, or KH sanitation and safety standards.

10. All adult household members, except live in aides and/or foster adults, and an authorized representative of KH must sign the lease prior to move in.

11. If a household transfers from one KH apartment to another, KH's Housing Department will execute a new lease for the new apartment unless the circumstances described in Chapter 10 pertain.

12. At the time of leasing, the new household will receive a copy of the KH lease and the following attachments:

    a. Apartment Inspection Report

    b. KH Occupancy Rules

    c. Security Deposit Form (where applicable)

    d. KH Animal Policy

    e. KH Weapon Policy

    f. Schedule of Charges While You are a Resident

g. Violence Against Women's Act Lease Addendum (HUD Form 91067). Must be signed by all adult household members.

h. KH Smoke-Free Housing Policy

i. Resident's Rights and Responsibilities Brochure (CST, and Brookbend East & West)

j. EIV & You Brochure (CST, and Brookbend East & West)

k. HUD Fact Sheet- How Your Rent is Determined (CST, and Brookbend East & West)

l. VAWA Notice of Occupancy Rights – form HUD-5380 and VAWA Certification- form HUD-5382 with signature page.

Chapter 5. Occupancy and Household Composition

A. Occupancy Standards

1. Keene Housing (KH) uses the following standards to determine a household's appropriate apartment size:

BEDROOM SIZE	MINIMUM NUMBER OF PERSONS	MAXIMUM NUMBER OF PERSONS
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9

2. KH may approve an exception to apartment size in the case of a Reasonable Accommodation (see Appendix III).

3. The following principles govern the apartment size for which an applicant qualifies:

   a. Generally, two people are expected to share a bedroom.

   b. Adults (eighteen and over) who are spouses or in an equivalent relationship are required to share a bedroom.

   c. Adults (eighteen and over) who are co-heads are not required to share a bedroom, although they may do so at their request.

   d. Adults (eighteen or over) who are neither spouses nor co-heads are not required to share a bedroom, although they may do so at their request.

   e. A single head of household parent is not required to share a bedroom with his/her child, although they may do so at their request.

   f. An unborn child counts as a person in determining apartment size.

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4. Apartment size will be determined by the household members present (including custody arrangements) at the time of screening with exceptions made for:

    a. Household members temporarily away for school or military service.

    b. Unborn children; or

    c. Children in temporary custody of an agency, if there is expected reunification within the ensuing twelve-month (12) period and documentation confirming reunification can be verified.

5. In cases of joint legal or physical custody, the household will be awarded a bedroom only if it can be shown that, over the past twelve (12) months, the child has spent 50% or more of their time living with the household. This is defined as 182.5 days of the year, which do not need to run consecutively.

6. While a live-in aide may be assigned a bedroom and added to household, the aide has no survivorship rights to the apartment as the aide is not a lease holding occupant. Single elderly or disabled households with live-in aides will be eligible for a two-bedroom apartment.

    a. permits a live-in aide's family members to reside in the apartment, but will not provide a bedroom for aide's family member(s)

        (i) The only live-in aide family members that can reside in the apartment are the current spouse of the aide or children under 18 years of age or over age 18 if they are a full-time student.

7. Foster children or foster adults listed on the application or lease are housed in accordance with the guidelines above.

B. Types of Exceptions

1. KH will consider granting exceptions to the Occupancy Standards at a household's request if KH determines the exception is justified by:

a. The relationship, age, sex, health, or disability of household members; or

b. Other personal circumstances.

2. When evaluating exception requests, KH will consider the size and configuration of the apartment.

3. In no case will KH grant an exception that is in violation of federal, state, local, or agency occupancy and sanitary codes, regulations, or laws.

C. Processing Exceptions

1. Tenant households requesting an exception to the Occupancy Standards must do so in writing.

2. In the case of a request for an exception as a Reasonable Accommodation, KH encourages households to make their requests in writing using a Reasonable Accommodation Request Form which is available from KH Staff. KH will consider the exception request any time the household indicates that an accommodation is needed whether or not a formal written request is received.

D. Household Reunification

1. KH may approve additional bedrooms for applicant or tenant households requesting additional bedrooms for purposes of reunifying household members.

2. KH must obtain verification from the appropriate agency that this is a household for whom the lack of adequate housing is a primary factor in the imminent placement of the household's child or children in out-of-home care, or in the delay of the return of the child or children to the household from out of home care.

E. Live-In Aides

1. A household authorized by KH to have a live-in aide is eligible for an additional bedroom in addition to the number allowed by current Occupancy Standards.

2. The specific individual chosen by the head of household to be the live-in aide (and any permissible family member of the aide) must pass KH screening for the following:

    a. Must not have ever been convicted of manufacture or production of methamphetamine on the premises of any assisted housing.

    b. Must not be subject to a lifetime registration requirement under a state sex-offender registration program.

    c. Must meet KH eligibility criteria for tenant history and criminal record.

3. A live-in aide may be assigned a bedroom but is not added to the lease. When the live-in aide joins the household, both the aide and the head of household sign a lease addendum which specifies the following.

    a. Live-in aides qualify for occupancy in the apartment only if the individual needing support services continues to require services.

    b. Live-in aides do not qualify for continued occupancy as a remaining household member.

    c. Live-in aides would not otherwise be living in the apartment.

4. When the individual approved to have a live-in aide permanently leaves the household or vacates the apartment, the aide must vacate at the same time. If the household member passes away, the aide will have a maximum of seven (7) calendar days to vacate the unit.

Chapter 6. Determining Income

Income in the MTW Project Based Voucher (PBV) program and Affordable Housing Preservation Program (AHPP) is determined by policies described in Chapter 9 of the MTW Administrative Plan which is available on request or on-line at www.keenehousing.org.

A. Annual Income

1. The first step in determining a household's rent is determining their income.

2. Keene Housing (KH) verifies a household's income using the following hierarchy:

    a. Upfront income verification with EIV, except for Evergreen Knoll, Stone Arch Family, and Stone Arch Senior.

    b. Upfront income verification with non-HUD system.

    c. Written third party verification such as pay stubs, letters from employers, bank statements, or benefits notice.

    d. Written third party verification form.

    e. Oral third-party verification, such as a phone call.

    f. Tenant declaration or self-certification form.

3. KH can also use the prior year's income to determine a household's future income if it informs or clarifies the estimate of income but does not distort the calculation.

4. Payments that a household receives on a regular basis count as income. Some examples are employment, Social Security, welfare and business income.

B. Evergreen Knoll Income Requirements

1. KH cannot accept a tenant certification for an applicant or tenant with zero income unless all income is specifically exempt.

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2. If the tenant or applicant experiences regular lay-off, as part of his or her employment, the tenant or applicant will not be certified as a zero-income tenant. The tenant will be certified based on their annual income. Third party verifications must be obtained from the employer. If the tenant or applicant typically receives unemployment during periods of layoff, the unemployment income is included in the income calculation. The tenant will not be re-certified when laid off unless the layoff is inconsistent with the employment or income history of the tenant.

3. In cases where an applicant of tenant is claiming they have no household income, nor can the tenant or applicant anticipate a source of income, it will be required for the applicant or tenant to demonstrate financial capability to meet other basic living expenses and the rental charge. This amount must include income for essential living expenses such as food, clothing, diapers, transportation and any nonessentials items being paid such as telephone, cable television, internet services etc.

4. KH will review the circumstances of the tenant quarterly to ascertain if circumstances have changed.

C. Annual Income – What Is Counted?

1. Annual income is a household's total income from all sources as determined by KH. Here is a list of items that may be counted as income (for a full list, please see Appendix I- Income Inclusions and Exclusions):

    a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

    b. The net income from the operation of a business or profession, including any withdrawal of cash or assets from the operation of the business.

        (i) Withdrawals of cash or assets are not to be considered income when used to pay the household back for cash or assets invested in the business.

(ii) Expenditures for business expansion or payment of capital indebtedness are not to be used as deductions in determining the net income from a business; and

(iii) An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.

c. Income derived from assets, either actual or imputed.

d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

f. All Temporary Assistance for Needy Families (TANF) and Aid to Permanently and Totally Disabled (APTD) assistance payments received by or on behalf of any household member.

g. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the apartment made to or for households; and

h. All regular pay, special pay (excluding pay for hostile fire), and allowances of a household member in the Armed Forces.

i. Other income included by HUD or other Federal law (See Appendix I).

2. Discrepancies between income reported by the household and income verified by KH require KH to question the household and investigate for potential underreporting. KH evaluates all underreporting of income for potential fraud.

a. If it is found that there is fraudulent underreporting, depending on the severity of the underreporting, KH may move to terminate

the household's lease, or enter into a Repayment Agreement consistent with KH's payment policy.

b. Instances of underreporting income which exceed the State's small claims court cap are reported to the HUD Office of the Investigative General (OIG) for investigation and potential prosecution.

c. KH may, at their discretion, report cases of underreporting to the OIG for amounts below the State's small claims court cap.

D. Annual Income – What Is Not Counted?

There are items not counted as income including several items excluded by Federal law. A list of all applicable income exclusions is available in Appendix l of this TSOP.

1. Annual income does not include the following:

   a. Income from the employment of children (including foster children) under eighteen (18) years old.

   b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to any household member, who ae unable to live alone).

   c. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal or property losses.

      (i) If any of these items are received on a regular basis (monthly or weekly for example) they are counted as income.

   d. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member.

   e. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Chapter 2 for definition of live-in aide);

f. Temporary, non-recurring or sporadic income (including gifts);

g. Earnings in excess of $480 annually for each full-time student 18 years old or older (excluding the head of household, co-head of household or spouse).

h. Adoption assistance payments more than $480 per child; and

i. Deferred periodic payments of Supplemental Security Income, Social Security, and Veteran's Administration benefits that are received in a lump sum payment or in prospective monthly amounts.

j. Other amounts excluded by HUD or other Federal law. (See Appendix I).

E. Adjusted Income – Eligible Deductions

1. The following deductions apply only to households in the following properties:

   a. Central Square Terrace

   b. Evergreen Knoll

   c. Brookbend East and Brookbend West

2. For information related to deduction in MTW PBV properties, please use Chapter 9 of the MTS Administrative Plan.

3. When an elderly/disabled household has verified unreimbursed medical or childcare expenses, or a non-elderly/non-disabled household has verified unreimbursed childcare costs, the households may receive a deduction from their income to help offset their medical or childcare costs.

   a. In cases of joint legal or physical custody, and the children live 50% of the time with each parent and each parent receives rental assistance, KH may only provide a deduction to one parent for the child.

b. The standard dependent deduction of $480 is not provided to a household while the child/ren are in temporary care of an agency or another guardian.

4. The unreimbursed childcare and medical costs for qualified elderly/disabled households are calculated separately, not combined, for the purpose of determining the size of, or eligibility for either a medical or childcare deduction.

F. Adjusted Income - Unreimbursed Childcare Deduction

1. A deduction is applied to a household's annual income for the out-of-pocket expenses for the care of children under thirteen (13) years of age.

   a. A deduction is ONLY applied when childcare enables a household member to be gainfully employed, to seek employment, or to further his or her education or job training.

   b. There are no other adults in the household capable of providing care during the hours care is needed.

   c. The expenses are not paid to a household member living in the apartment.

2. Amounts deducted must be verified.

3. Unreimbursed expenses cannot exceed:

   a. The amount of income earned by the household member permitted to work, or

   b. An amount determined as reasonable by KH when the childcare permits a household member to pursue education, seek employment and job training; or maintain employment.

G. Adjusted Income – Unreimbursed Medical Expenses

1. The Unreimbursed Medical Expenses deduction is available to Elderly and Disabled Households only.

2. KH looks at a combination of the previous year's unreimbursed medical expenses and any unreimbursed medical expenses expected in the coming year to determine medical expenses.

3. A deduction is applied to a household's annual income for expenses related to the cost of unreimbursed (out-of-pocket) medical expenses – including health insurance premiums.

4. To be considered by KH for the purpose of determining a deduction from income, the expenses claimed must be verifiable and it must be evident that the household actually paid these expenses and that the expenses are expected to be paid in the next period of certification.

5. Medical expenses include but are not limited to:

    a. Services of physicians and other health care professionals.

    b. Services of health care facilities.

    c. Auxiliary aids (i.e., wheelchairs; cost to repair wheelchair vehicles).

    d. Health insurance premiums (including the cost of Medicare).

    e. Prescription and non-prescription medicines.

        (i) Marijuana used medicinally or otherwise is an illegal substance under federal law and may not be claimed as an unreimbursed medical expense even when prescribed by a medical professional.

        (ii) Use of an FDA-approved synthetic medicinal marijuana product, for example Marinol, as prescribed by a medical professional authorized under NH law is exempt from the medical marijuana exclusion.

    f. Transportation to and from treatment.

    g. Dental expenses.

    h. Eyeglasses.

    i. Hearing aids and batteries.

j. Attendant care; and

k. Payments on accumulated medical bills.

6. In cases of questions KH will refer to IRS Publication #502, Medical and Dental Expenses to calculate a medical expense's cost (see Appendix II).

Chapter 7. Determining Total Tenant Payment (TTP)

Total Tenant Payment (TTP) in the MTW Project Based Voucher (PBV) program and Affordable Housing Preservation Program (AHPP) is determined by policies described in Chapter 11 of the MTW Administrative Plan which is available upon request or on-line at www.keenehousing.org.

A. Determining TTP

1. Keene Housing (KH) uses adjusted income to determine monthly rent.

2. KH verifies reported income through third party verification, which may include EIV verification.

3. TTP is determined by calculating 30% of monthly adjusted income or 10% of monthly gross income, whichever is greater.

B. Tenant Rent Variables

1. Rents paid by households in family and elderly/disabled sites are determined by using the appropriate rent calculation for the specific property.

2. The minimum rent for an apartment is based upon the property and can be found in the property overview table on pages 3-5.

    a. Households paying minimum rent must report any new income within ten (10) business days of obtaining any new income.

    b. After income is reported, new rent is determined based upon the new verified income.

    c. KH meets with the household claiming zero income quarterly to review household income status.

3. KH must prorate the assistance provided to a mixed household. A mixed household is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible household members.

    a. KH will first determine TTP as if all household members are eligible and then prorate the subsidy based upon the number of household members that are eligible. To do this, KH must:

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(i) Calculate the prorated housing assistance payment by dividing the eligible subsidy amount by the total number of household members, and then multiplying the result by the number of eligible household members.

(ii) Obtain the prorated household tenant rent by subtracting the prorated subsidy from the gross rent (contract rent plus utility allowance).

4. The prorated tenant subsidy equals the prorated household share minus the full utility allowance.

5. All other tenant selection and continued occupancy policies apply to households whose rents are determined using the methods described above.

C. Periodic Rent Determinations – Annual Certifications

1. Once an applicant becomes a tenant household, their tenant rent is reviewed at least annually. KH updates each household's income, assets, deductions, and household composition at each recertification to determine the tenant rent.

2. Obligation to Report Income at Recertification

   a. Households are obligated to report all income earned or unearned, per the policies described in Chapter 6 of this TSOP, at the time of recertification.

   b. Failure to accurately report all earned and unearned income may result in the household having to repay all over-paid subsidies, loss of subsidy, and/or eviction.

3. Changes after Recertification: if there is any change in rent, KH provides written notice of the rent adjustment and any required supporting documentation.

   a. If any change in the apartment size is required, the household is placed on the transfer list in accordance with the transfer criteria described in Chapter 10 and moved to an appropriate apartment when one becomes available.

b. The Notice of Rent Adjustment includes the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the household has the right to request an Informal Hearing if the head of the household disagrees with the new rent.

c. When a tenant is transferred to a different apartment, KH applies the appropriate program rules on re-certifications and executes a new lease.

4. Effective Date of Adjustments

a. Households are notified in writing of any rent adjustment.

b. Except in RD subsidized apartments, if households report income decreases or increases in unreimbursed medical or childcare costs within ten (10) business days of the change, rent decreases go into effect the first of the month following the effective date of the change of income or unreimbursed medical or childcare expenses.

(i) If the household failed to report the change that is readily known (such as new employment and/or employment termination, termination of SSI, SSDI) within the required ten (10) business days, rent decreases will not go into effect the first of the month following the change of income or unreimbursed medical or childcare expenses. The rent decrease will go into effect the first of the month after the change is reported.

(ii) Tenants showing good cause for not reporting a change within ten (10) business days will have their rent decreases go into effect the first of the month following the effective date of the verified change of income or unreimbursed medical or childcare expenses.

(iii) Income decreases reported or verified after KH's tenant accounting cut-off date take effect on the first day of the second month, with a credit retroactive to the first month.

c. For RD subsidized apartments: Reductions in income reported within ten (10) business days of the last day of the month the reduction occurred will be processed for the first of the following month.

(i) Reductions that occur after the tenth business day will go into effect the first of the second month following verification of the change.

d. Rent increases (except those due to misrepresentation) require thirty (30) days' notice and become effective the first day of the month after the thirty (30) day notice period.

e. Rent increases due to misrepresentation take effect the first of the month following the event that was misrepresented and/or income not reported.

5. KH may complete an annual recertification while KH is in the process of terminating a lease if such recertification is otherwise called for under the TSOP.

a. The completion of a recertification does not waive KH's rights to proceed with any termination action or reinstate the household's tenancy.

6. Failure to comply with obligations outlined in this section may result in eviction.

D. Adjusting Rent Between Regular Re-certifications – Interim Re-certifications (Central Square Terrace, Emerald House, and Brookbend East / West Non-PBV Units Only)

1. Household must report the following household changes within ten (10) business days:

a. An Increase in household income of $200 or more a month.

b. Any changes in household composition (see KH Guest Policy in Chapter 9).

c. An unemployed household member gains employment.

d. A change in citizenship or eligible immigrant status of any household members.

2. KH verifies any change in and/or new household income, including previously unreported earned income.

3. KH uses all sources of income to determine the new rent.

4. Failure to make a report of any change required within ten (10) business days results in a retroactive rent increase and is grounds for lease termination.

   a. KH will not process a retroactive rent increase or move to terminate a household for failure to report new income within ten (10) business days if the failure was caused by a verifiable delay by an employer.

5. KH will not process a rent increase caused by a reported new income if the new income is lost and the loss is reported to KH before the effective date of the rent increase.

6. KH will process an interim decrease in rent only if:

   a. The household's change in income is expected to last longer than thirty (30) days; and there is no expectation that the income will be reinstated within (60) days.

7. KH will not process interim re-certifications if:

   a. KH is unable to obtain verification of a job loss from the former employer.

   b. KH receives verifiable information that the job loss is a deliberate act to avoid paying rent or a tenant rent increase.

8. KH may complete an interim recertification while KH is in the process of terminating a lease if such recertification is otherwise called for under the TSOP.

   a. If an interim is completed a new lease addendum is executed, and a new rent notification letter is sent pending the outcome of the eviction proceedings.

b. The completion of an interim recertification does not waive KH's rights to proceed with any termination action or reinstate the household's tenancy.

E. Adjusting Rent Between Regular Recertifications – Unscheduled Recertification (Evergreen Knoll Only)

1. Household must report the following household changes within ten (10) business days:

   a. An increase in household income of $100 or more a month.

   b. Any changes in household composition (see KH Guest Policy in Chapter 9).

   c. A change in citizenship or eligible immigrant status of any household members.

   d. Any change in household assets.

2. Households may request a recertification and a recalculation of the tenant portion of the rent when there is a decrease in income.

3. KH must do a recertification when the decrease in income is $50 per month or more.

4. KH verifies any changes in income and with new household income, including previously unreported earned income.

5. KH uses all sources of income to determine the new rent.

6. KH provides thirty (30) day written notice of an increase to the tenant portion of the rent.

7. A decrease in the tenant portion of the rent will become effective at the first of the month following the verification of the reported household change.

8. Failure to report any change required within ten (10) business days results in a retroactive rent increase and grounds for lease termination.

a. KH will determine the reason for the unauthorized assistance and issue a lease violation to the tenant and a notice of intent to recapture unauthorized assistance.

b. KH will establish a repayment agreement with the tenant, in accordance with the requirements of the Multifamily Housing program of the USDA.

c. Repayments under the agreement are paid directly to USDA.

d. If the tenant agrees to the repayment, a recertification will be completed on the first of the month after the unauthorized assistance was confirmed.

e. If the tenant fails to agree to a repayment plan, KH will begin eviction proceedings.

f. KH will not process a retroactive rent increase or move to terminate a household for failure to report new income within ten (10) days if the failure was caused by a verifiable delay by an employer.

9. KH will not process a rent increase caused by reported new income if the new income is lost and the loss is reported to KH before the effective date of the rent increase.

10. KH may complete an unscheduled recertification while KH is in the process of terminating a lease if such recertification is otherwise called for under the TSOP.

a. If an unscheduled recertification is completed, a new lease addendum is executed, and a new rent notification letter is sent pending the outcome of the eviction proceedings.

b. The completion of an unscheduled recertification does not waive KH's rights to proceed with any termination action or reinstate the household's tenancy.

F. Rent Limits (All Properties)

1. The Rent Limit is the maximum rent KH charges for an apartment. Rent Limits vary by apartment size and property. Current rent limits are found on each property's page at www.keenehousing.org.

2. KH or the property's federal regulatory agency reviews rent limits annually and, subject to reasonable notice, adjusts the rents as needed.

3. Rent Limits may be increased or decreased as required by a properties or apartment's specific program.

4. KH establishes rent limits for all apartments portfolio wide.

5. KH notifies tenants of any changes to rent limits at least thirty (30) days before the new rent limit goes into effect.

Chapter 8. Utilities

Utility Allowances in the MTW Project Based Voucher (PBV) program are determined by policies described in Chapter 11 of the MTW Administrative Plan which is available upon request or on-line at www.keenehousing.org.

A. Utility Payments and Allowances

1. Depending on the property, the property owner may supply some or all the household utilities, such as heat or electricity.

2. When a household pays for their own utilities, KH deducts a reasonable amount for utilities from their household rent. This deduction is called the "utility allowance."

3. The utility allowance is based upon actual usage by an energy conscious household as determined by KH (Brookbend East/West) or using the New Hampshire Housing Finance Authority's (NHHFA) published Schedule of Utility Allowances (all other properties).

4. The following requirements apply to households living at sites with household-paid utilities.

    a. If an applicant or resident household is unable to get utilities connected because of poor credit or a previous balance owed to the utility company at a prior address, the household will not be permitted to move into, or remain in, an apartment with household-paid utilities.

    b. When a household applies for utility service in their own name, KH may require the head of household to sign a third-party notification agreement so that KH is notified if the household is losing utility service due to non-payment (excluding cable, internet, or telephone service).

B. Excess Utility Charges

1. KH charges an excess utility fee for households who use KH approved extra appliances in apartments with KH provided utilities. Examples of appliances that require an excess utility fee are, but are not limited to, air conditioners and freezers.

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2. The excess utility fee is based on an estimate of the amount of energy consumed by the additional appliance and the current applicable utility rate.

C. Utility Allowance Adjustments

Utility allowance amounts are reviewed annually to ensure that the allowances are adjusted as utility rates change.

Chapter 9. Continued Occupancy

A. Eligibility for Continued Occupancy

1. Households who meet the following criteria will be eligible for continued occupancy:

    a. Household includes only household members listed on the most recent certification, as well as household members added to the lease in accordance with section B of this Chapter.

    b. Household is in full compliance with all obligations and responsibilities as described in the lease, occupancy/house rules, and property policies.

    c. In cases where the head of the household is no longer a household member, please see Section D of this Chapter.

    d. All household members must have Social Security numbers.

    e. Household members meet HUD standards of citizenship or immigration status or are paying adjusted rent.

    f. Household continues to meet the specific program's student eligibility.

B. Additions To And Removals From The Household

1. Only people listed on the most recent certification form and lease or added in accordance with Keene Housing (KH) policy will be permitted to occupy an apartment.

2. Only households in good standing are permitted to add members to their household.

    a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

3. The new household member must meet all applicable screening criteria listed in Chapter 4. KH does not remove new household members from KH waiting list/s.

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4. Over-housed households who have received a letter notifying them of an impending required transfer can only add a new household member under the following circumstances:

    a. Instances of birth, marriage, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests; or

    b. The addition does not result in the household requiring an additional bedroom.

        (i) Household adding a member under these circumstances agree that they are not considered under housed and will not be transferred to a larger apartment in the future to accommodate the household member they are adding.

5. Households may not add a new household member within twelve (12) months of initial lease up.

    a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

    b. In cases where the new household member is under six (6) years of age, the household will have a maximum of 90 days after the date of admission to provide the youth's SSN and adequate documentation that the SSN is valid.

        (i) An additional 90 days may be granted under certain circumstances.

        (ii) If the household does not provide the SSN and adequate documentation to verify the SSN within the prescribed time limit, HUD requires that the household's tenancy be terminated.

6. Households cannot add a new household member if the addition results in the household exceeding the Maximum Occupancy Standard (see Chapter 5)

a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

7. Heads of household wishing to remove a household member must notify KH, in writing, of the request and provide documentation of the new address of the household member being removed. Acceptable documentation includes:

   a. Court order or affidavit; or

   b. A utility bill (excluding cellular phone) in the name of the household member leaving, addressed to their new address.

   c. At the KH manager's discretion, KH may accept reasonable evidence that a household member has left without providing the remaining members with any way of contacting them.

8. KH requires any adult household member being removed from the household to agree, in writing, to be removed from the lease.

   a. If the household member leaving cannot be contacted, KH will proceed with removing the member from the lease.

9. Adult household members removed from a household cannot be added back to the household for twelve (12) months from the time they were removed.

   a. Returning household members will be re-screened for eligibility.

10. A change in the household's status that results in the need to change or amend the lease is accomplished by executing a new lease agreement.

C. Interim Changes in Household Composition That Affect Rent

1. All changes in household composition must be reported within ten (10) business days of the change.

2. Additions to the household must be requested in writing and require written permission from the property manager before the potential household member can move into the apartment.

a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

3. All individuals added to a household must be screened and cannot overcrowd the apartment in violation of KH Maximum Occupancy Standards.

4. KH considers the income, assets, deductions, and allowances that may apply to a new or deleted household member when determining household rent.

5. KH may recertify all household income in the event of any change in household composition.

D. Remaining Household Members

1. If, at any time, the head of household vacates the apartment for any reasons including, but not limited to divorce, separation, or death, but not including vacating upon termination of tenancy by KH:

   a. Head of households are encouraged to notify KH thirty (30) calendar days in advance of vacating the apartment.

   b. If the head of household did not notify KH of their departure, the remaining household members must notify KH within ten (10) business days.

   c. Once KH is made aware that the previous head of household has vacated the apartment, KH will notify remaining household members that they must select a new head of household, unless a new head of household has previously been identified and found eligible for head of household status in accordance with section D.2 below.

   d. A replacement Head of Household must be identified and reported in writing within thirty (30) calendar days of receipt of notice.

   e. If thirty (30) calendar days after notification, no Head of Household has been reported, KH will proceed with an action to terminate tenancy.

2. The following conditions must be met when a remaining adult or emancipated minor applies to become the head of household:

    a. An individual confined to a nursing home or hospital on a permanent basis may not be named the head of household.

    b. The proposed head of household must be legally able to sign a contract or lease by state law.

    c. The proposed head of household meets all screening and eligibility requirements (see Chapter 4).

    d. The household reported the departure of the previous head of household within ten (10) business days of the occurrence.

    e. A proposed head of household that is under eighteen (18) must provide proof of emancipation, including but not limited to: marriage license; divorce decree; an emancipation order; or Military enlistment or discharge papers.

    f. The household agrees to occupy an apartment of appropriate size based on KH Occupancy Standards.

    g. The proposed head of household was listed on the lease prior to the previous head of household leaving.

3. An adult who becomes the guardian or other caretaker of remaining household members who are minors may apply to become head of household and must meet the requirements of KH's tenant selection and screening criteria.

4. Once a head of household is selected, the remaining household members have thirty (30) days in which to establish continued eligibility.

    a. If a household is deemed ineligible regulations regarding continued occupancy related to the specific subsidy or program of the unit apply.

E. Guests

1. A guest may not stay overnight for more than fourteen (14) days in a 12-month period.

a. Any stay beyond this time requires KH's written approval.

b. Where a household member has a long-term relationship with a person who can demonstrate that they reside at a different permanent address, KH will not unreasonably deny approval.

2. Tenants must request permission for any guest staying for more than five (5) consecutive nights.

   a. The request must be received and approved prior to the guest's arrival.

3. KH may bar any tenant's guest from the property, including, but not limited to, issuing a no-trespassing order against the guest.

   a. KH will notify the household of the decision, in writing, within three (3) business days.

   b. Tenants who permit a guest to enter their apartment knowing the guest is barred from the property will be subject to lease termination (see Chapter 13).

4. Tenants are responsible for the conduct of their guest/s while on KH property in accordance with the lease, occupancy rules, and property policies.

5. Guests who stay at the apartment beyond the fourteen (14) day limitation are considered unauthorized household members.

   a. Households are not permitted to have anyone not on the lease or otherwise authorized by KH living in their apartment.

   b. Households may request to have the unauthorized household member added to the household per the policies outlined in Section B of this chapter.

   c. If a property manager suspects the household includes an unauthorized member, KH may request documentation of the guest's permanent, physical residence. Such documentation may include but is not limited to:

(i) Utilities (excluding cellular phone) in the unauthorized guest's name,

(ii) Current pay stubs or benefit letters,

(iii) Copy of an existing lease; or

(iv) Notarized affidavit.

6. In cases where a child spends 50% or less of their time living with the household, KH automatically provides an exception to the fourteen (14) day limitation on guests.

F. Extended Absences

1. Absence means that no member of the household is residing in the apartment.

2. The requirements for when a household must provide KH notification of, or request permission for, an extended absence varies by the expected length of the absence. The following table outlines those requirements.

Length of Absence	Written Notice Required	KH Permission Required
Under 30 Days	No	No
30 to 60 Days	Yes	No
60 to 180 Days	Yes	Yes
Over 180 Days	Yes	Yes (only permitted for verified medical need)

3. KH will decide if there is any absence that requires permission within five (5) business days of the request.

4. An authorized absence may not exceed one hundred eighty (180) consecutive days except for the instance of verified medical need.

5. The household is required to meet all tenancy requirements, including but not limited to, timely payment of rent, during the absence.

6. Generally, an individual who is or is expected to be absent from the apartment for one hundred eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a household member.

7. Generally, an individual who is, or is expected to be, absent from the apartment for more than one hundred eighty (180) consecutive days is considered permanently absent and no longer a household member. Exceptions to this general policy are stated below.

8. When someone who has been a household member attends school away from home, the person will continue to be a household member unless information becomes available to KH indicating that the student has established a separate household, or the household declares that the student has established a separate household.

9. If a child has been placed in foster care, KH will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a household member.

10. An employed head, spouse or co-head absent from the apartment for more than 180 consecutive days due to employment will continue to be considered a household member.

11. An individual confined to a nursing home or hospital on a permanent basis may not be named the head of household.

    a. The household must decide if the permanently confined household member should remain listed as a household member.

    b. KH will include all the income of the confined household member when calculating subsidy (see Chapter 6).

12. If there is any question about the status of a household member, KH will request verification from a responsible medical professional and will use the medical professional's opinion for determination.

    a. If the medical professional cannot provide a determination, the person generally will be considered temporarily absent.

b. The household may present evidence that the household member is confined on a permanent basis and request that the person be removed from the household.

13. The household must request KH approval for the return of any adult household members that KH has determined to be permanently absent, and the individual is subject to the eligibility screening requirements in Chapter 4.

G. Weapons Policy

1. Tenants must register all firearms or other dangerous weapons, whether operable or inoperable, which are possessed by the tenant and/or members of the tenant's household with their property manager. Failure to register all firearms or other dangerous weapons is grounds for immediate lease termination.

2. All firearms in the possession of a tenant, guest, or service provider must be licensed and carried in accordance with state and local laws.

3. All weapons/firearms must be stored in locked cabinets. If removed from the cabinet for legal use (i.e., target practice at a firing range or hunting), the weapon/firearm must be transported in an appropriate carrying case from the apartment to a vehicle and back to the locked cabinet.

4. Openly carrying or displaying weapons or firearms is strictly prohibited.

5. The use of any type of weapon, firearm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:

   a. Shotguns, handguns, pistols, rifles, etc. ;

   b. Ammunition of any type.

   c. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.

   d. Archery equipment (bows, arrows, targets, etc.).

   e. Any and all types of sling shots or any device that could shoot a projectile.

f. All sharp edged or pointed objects (i.e., knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.

g. All types of explosives, fireworks, and explosive chemicals; or

h. 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.

6. The illegal possession of weapons by a tenant, a tenant's service provider or a tenant's guest is prohibited and constitutes a material lease violation.

H. Vehicle Registration

1. Tenants must complete a KH Vehicle Registration form, available upon request, for all vehicles that are located on KH property. The tenant is responsible for keeping the record of vehicles current with KH.

2. Parking permits are required at all properties except for Bennett Block, Emerald House, and Hampshire House. At all other properties, tenant vehicles must display a valid parking permit.

3. Tenants must drive vehicles in a manner considerate of the well-being and safety of other tenants and the property, and park in a manner which is consistent with the property's parking policy. Information about parking is provided to tenants at lease signing.

   a. Parking is restricted to the tenant's personal vehicles, members of the tenant's household and authorized guests. Commercial vehicles may be allowed with prior approval by the property manager.

4. Vehicles are towed at the owner's expense under the following conditions:

   a. Parking violations, including but not limited to:

      (i) Parking on grass.

      (ii) Not moving vehicles during snow removal operations.

      (iii) Parking in a fire lane.

(iv) Parking in an area marked as a “tow zone.”

(v) Parking in an area designated for handicapped persons unless the vehicle has a handicapped license plate or placard.

(vi) Parking on the property without registering the vehicle with KH; and, generally,

(vii) Parking in other than designated parking areas and spaces.

b. Inoperative, unregistered, and/or uninspected vehicles are not allowed on property and are towed at the owner’s expense.

c. The towing charge is incurred once the tow company has been called.

5. Automotive repair or servicing vehicles is not allowed on KH’s property.

6. No ATV’s, snowmobiles, campers, RV’s or boats or their trailers are allowed on KH’s property.

7. Tenants are required to comply with the parking policy and rules regarding moving vehicles during snowstorms and during snow removal.

I. Smoke-Free Housing Policy

1. “Smoking” is defined as inhaling, exhaling, breathing, vaporizing/ vaping, or carrying any lit cigar, cigarette, pipe, e-cigarette, or other tobacco or marijuana products in any manner and in any form.

2. Smoking is not permitted in:

a. Any apartment, which includes, but is not limited to bedrooms, hallways, kitchens, bathrooms, patios, entryways, and leased exterior spaces; or

b. In the common areas of any building, apartment, or facility.

3. Marijuana used medicinally or otherwise is an illegal substance under federal law. Smoking marijuana is not permitted on any KH property.

4. In buildings or properties designated as a “Smoke-free Campus,” smoking is not permitted anywhere on the property.

5. At all other properties, smoking must be in approved designated areas, if any, or at least 20 feet from any buildings.

    a. Areas designated for smoking are clearly marked as “smoking area” and include ashtrays placed for the safe disposal of smoking related trash.

    b. KH may add or remove smoking areas at any time and without notice.

6. KH staff will inform current tenants, new applicants on wait lists, KH employees, and KH contractors of this Smoke-Free Housing Policy.

7. KH requires all new and existing tenants to sign and return to KH a copy of the Smoke-Free Housing Lease Addendum, which notifies tenants of this policy, and initial lease-up, when a new lease is required, and any time a revision of the Smoke-Free Housing Policy is adopted by KH’s Board of Commissioners.

8. KH staff posts “No Smoking“ signs inside and outside buildings.

9. Failure to follow KH’s smoke-free housing policy by any tenant or household guest is a lease violation and subject to lease enforcement action.

    a. Three (3) violations will result in eviction.

J. Rent Payment

1. Rent payments are due on the first of the month.

2. There is a five (5) day grace period after which the rent is late (, and the household will be subject, with possible exceptions for approved and current payment arrangements and other good cause such as hospitalization, to a *Demand for Rent and Notice to Quit.*

    a. The grace period until rent is considered late is ten (10) days at Evergreen Knoll.

3. A Late Rent charge is added to a household's account whenever rent is paid after the grace period. The charge varies by property as follows:

    a. Central Square Terrace, Brookbend East and Brookbend West - $5.00 (or as specified in the property lease)

    b. Evergreen Knoll - $10.00

    c. All other properties - $15.00

4. After the deadline stated in the *Demand for Rent and Notice to Quit* expires, any tenant with an outstanding balance may be taken to court, unless they are honoring a KH in-house payment arrangement.

    a. All payment arrangements for outstanding amounts of $250.00 or more may be secured through court.

    b. If the tenant fails to comply with a payment arrangement, the case is sent to court for collection after a *Demand for Rent and Notice to Quit* has been issued and expired.

K. Billing Tenants for Non-Rent Charges

1. When there is a Court Ordered Payment Agreement, a Writ of Possession, or a Default Notice, KH will apply the following court charges to the household account:

    a. Filing fees,

    b. Service charges, and

    c. Liquidation fees, where applicable.

2. Other tenant charges may include (Please see Appendix IX-Charges While You Are a Resident):

    a. Late rent charges,

    b. Work order charges, and

    c. Unpaid air conditioner fees.

L. Occupancy Rules

1. KH establishes additional House Rules by property that govern the safety, care and cleanliness of the building and the safety, comfort, and tenant's convenience.

2. House Rules are attached to the Lease and reviewed annually.

3. KH notifies tenants of any revisions to the House Rules thirty (30) calendar days before they become effective.

4. All households are required to accept the changes and sign an updated House Rules lease addendum.

5. Failure to abide by House Rules is a lease violation.

M. Complaints

KH investigates and responds to complaints by tenant households, owner/property managers, and the public. KH may require that complaints be put in writing. Anonymous complaints are investigated when possible.

Chapter 10. Transfer Policy

A. Types and Priorities of Transfers

KH policy allows four (4) categories of transfers for household. Transfers are processed according to the order established in the chart below.

Transfer Category	Circumstances	KH Required Transfer	Initiated by
Emergency & Life-Threatening Conditions	KH determines that the condition of the apartment or building pose an immediate threat to a household member's life, health, or safety.	Yes	KH
	A household member is a victim of domestic violence and requests a move under VAWA. Please see KH VAWA Policy for specific transfers (Appendix IV).	No	Any Household Member
Reasonable Accommodation & Accessibility	A household needs specific apartment features and already resides in a KH property.	No	KH
	KH grants a transfer based on a household's request for reasonable accommodation not related to the need for specific apartment features.	No	Head of Household
Administrative	Permit apartment modernization, rehabilitation, or redevelopment	Yes	KH
	Over-housed: Household size is smaller than the minimum number of members allowed for the apartment size under KH's occupancy standards (Chapter 5).	Yes	KH
	Under-housed: Household exceeds the maximum number of members allowed for the apartment size under KH's occupancy standards (Chapter 5) or state and local safety code(s).	Yes	KH
	A household residing in an accessible apartment does not need the apartment features.	Yes	KH
Tenant Requested	See Section G of this Chapter	No	Head of Household

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B. Transfer Processing

1. Transfers will take precedence over wait list admissions.

2. KH maintains a Central Transfer List to ensure that transfers are processed in the correct order and that procedures are uniform across all properties, subject to property specific regulations.

3. Emergency and Life-Threatening transfers will not automatically go on the transfer list. Instead, these transfers will be handled immediately, on a case-by-case basis.

    a. If the emergency cannot be resolved by a temporary accommodation, and the tenant requires a permanent transfer, that transfer request will be placed at the top of the transfer list.

4. Emergency and Life-Threatening transfers are defined as situations where a household will have to vacate the unit where the household lives because of one or more of the following:

    a. A household's apartment is uninhabitable because of a disaster, such as a fire or flood.

    b. Activities carried on by an agency of the United States or by any state or local governmental body or agency, including KH, in connection with code enforcement, public improvements, or development program.

    c. Displacement to avoid reprisal, such as a family cooperating with police.

        (i) KH may only grant this if a law enforcement agency carries out a threat assessment and recommends re-housing the family.

    d. Displacement due to hate crimes when applicants have been victims of a hate crime.

        (i) Hate crime is defined as actual or threatened physical violence in which the perpetrator(s) act based on a bias against the victim's race, color, religion, national origin,

actual or perceived sexual orientation or gender identity or disability.

(ii) KH may only grant this if the crime is substantiated by a law enforcement or other recognized agency.

5. Transfers will be processed in the following order:

   a. Emergency transfers due to unsafe building or apartment conditions.

   b. VAWA.

   c. Modernization, Rehabilitation, and Redevelopment.

   d. Reasonable Accommodation.

   e. Transfer to make an accessible apartment available.

   f. Occupancy Standards.

   g. Other KH required transfers.

   h. Other tenant requested transfers.

   i. Tenants participating in the Resident Self-Reliance program are ineligible to transfer to Meadow Road, Evergreen Knoll PBRA units, Brookbend East or Brookbend West PBRA units, or Central Square Terrace.

6. Within each category, transfers will be processed in order of the date the; household was placed on the transfer list, starting with the earliest date.

C. Costs of Transfer (Emergency & Life-Threatening Transfers)

1. KH bears the reasonable costs of temporarily or permanently transferring households when KH determines the condition of the apartment or property is unsafe or to permit apartment rehabilitation.

2. KH establishes a moving allowance based on the typical costs in the community of packing, moving, and unloading.

3. KH reimburses households for eligible moving expenses up to KH's established moving allowance.

4. KH may provide a moving allowance to transfer a disabled household into an apartment with features the household is eligible for if, at admission, KH placed the household into an apartment without those features.

D. Eligibility for Transfer

1. Transferring tenants must meet all eligibility requirements of the new apartment and/or property and must be receiving a housing subsidy to qualify for the transfer.

2. Except for transfers that fall under the Emergency and Life Threatening or Reasonable Accommodation categories, KH only considers transfer requests from tenants in good standing.

3. Exceptions to these requirements may be made when it is to KH's advantage to make the transfer.

4. If a household requests a transfer to a smaller apartment than they are eligible for according to the Occupancy Standards, the household will not be eligible to transfer to a larger apartment for a period of two years from the move-in date.

    a. Exceptions are permitted if the household has a change in household size, composition, or it is needed as a Reasonable Accommodation.

5. Except in VAWA cases, KH will not approve a partial household transfer or permit a household to split into two households with both households retaining their subsidy.

E. Over-Housed Transfers

1. All KH leases require over-housed households to transfer to the next available suitably sized apartment.

2. Where there are no statutory or regulatory prohibitions on inter- or intra property transfers, transfers are offered to over-housed households in the following order:

a. To a suitably sized apartment on the same property.

b. To a suitably sized apartment in a property owned by the same owner.

c. To a suitably sized apartment in a property that shares management with the property from which the over-housed household is transferring.

3. Where statutory or regulatory prohibitions on inter- or intra-property transfers do exist, KH will adhere to the most restrictive statute or regulation applicable.

   a. KH will not require transfers out of a HUD Multifamily Project Based Rental Assistance (PBRA) or USDA Rural Development Rental Assistance (RD) apartments when the household is considered over-housed.

4. The Property Manager maintains a list of over-housed households to draw from in the event a suitably sized apartment becomes vacant.

5. Over-housed households may be eligible for a Reasonable Accommodation to remain in an apartment that is larger than that which they would otherwise be eligible to rent.

6. Over-housed households are offered suitably sized apartments in the following order:

   a. To the household that is the most over-housed (i.e., a single person in a three-bedroom apartment when a one-bedroom apartment becomes vacant).

   b. To the household that has been over-housed for the longest period.

7. The Property Manager may make exceptions to these priorities and temporarily skip over a household when:

   a. The move will require an elementary-school-age child to change schools during the school year.

b. The move will demonstrably jeopardize the current employment of a household member.

c. A household with an automobile would otherwise be transferred to a property that does not offer parking, including, but not limited to, Bennett Block.

8. Generally, this type of transfer will take precedence over voluntary, tenant-initiated moves.

F. Transfers to a KH Housing Choice Voucher Program

1. In certain instances, and consistent with KH's MTW Admin Plan, KH may offer an over-housed household a MTW HCV, Non-Elderly Disabled (NED) or Mainstream voucher.

2. Property Managers may refer an over-housed household to KH's voucher program administrators when:

   a. An over-housed household's transfer options are limited by any of the conditions described in 2, 3, or 7 above; and

   b. There is documented wait list demand for the apartment being vacated.

3. Determination of voucher eligibility is made by voucher program administrators, consistent with KH's Moving to Work Administration Plan.

G. Tenant Requested Transfers

1. Tenants requesting a transfer to another apartment or development are required to submit a written request for transfer.

2. KH cannot approve transfers from a Project Based Voucher (PBV) funded apartment to a HUD Multifamily Project Based Rental Assistance (PBRA) or USDA Rural Development Rental Assistance (RD) apartment.

3. KH considers the following as tenant requested transfer requests:

   a. When a household requests a larger apartment for which they are eligible even though the household does not meet the Maximum Occupancy Standard for their current apartment.

b. When the head of household or spouse is employed 25 miles or more from the apartment, has no reliable transportation, and public transportation is not available.

4. KH will respond within ten (10) business days of the submission of the household's request.

5. KH will respond by approving the transfer and putting the household on the transfer list, by denying the transfer, or by requiring more information or documentation from the household.

6. If approved for a transfer, the tenant must remain in good standing and continue to meet all eligibility requirements until a suitable apartment becomes available.

7. The household is responsible for all the moving costs of a tenant requested transfer.

   a. If a household (applies to non-PBV units at Brookbend East, Brookbend West and units at Central Square Terrace) is living in a different unit as a reasonable accommodation to a household member's disability, Keene Housing pays for the move, subject to the limitations in C. above, unless doing so would constitute an undue financial or administrative burden on KH.

8. If the household is denied a transfer, KH will provide a written notice of the denial and KH's reason(s) for denying the request.

H. Security Deposits

1. When a household transfers from one apartment to another, KH transfers the household's security deposit to the new apartment, unless prohibited by program rules.

2. KH cannot transfer a household's security deposit if the original deposit was paid with a Security Deposit Loan from the Housing Security Guarantee Program (HSGP) that has not been repaid.

3. The tenant will be billed for any maintenance or other charges due for the "old" apartment.

4. The household is responsible for any difference between the security deposit of the old and new apartment.

I. Transfer Offer Policy

1. Tenants will receive an offer of a transfer.

2. When the transfer is required by KH, refusal of that offer without good cause may result in the tenant being responsible for the difference in rent between the old apartment and offered apartment or eviction.

    a. If an over-housed household declines a required transfer, the household can request to be placed on the Central Transfer list six (6) months from the date of the offer of a transfer. At that time, the transfer is considered a voluntary tenant request.

3. Refusal of a Tenant Requested Transfer offer without good cause will result in the removal of the household from the transfer list.

    a. Households must wait six (6) months before reapplying for another transfer after refusing a Tenant Requested Transfer.

4. Once the tenant has been offered or required to transfer, they will have three (3) business days to view the apartment and accept or decline the offer.

    a. The three (3) business day-time limit begins on the date KH notifies the tenant that the apartment is available to view.

5. Households must transfer to the new apartment within thirty (30) calendar days from the time they accept the offer.

    a. Failure to move in the required time will result in an increase in rent and the tenant being responsible for any difference in rent between the old apartment and new apartment or eviction.

Chapter 11. The Lease

A. General

1. The lease is the document that sets out in detail KH's obligations as landlord, and the obligations of each household member who resides at a KH site.

2. KH's community standards are embodied in the lease.

3. Household members are informed of the rules of conduct and the program procedures that they are expected to follow.

4. KH promises to provide a decent, safe, and sanitary apartment, to respect the household's right to quiet enjoyment, and the household's right to due process in the event of a dispute.

5. In the event of conflict between the TSOP and the lease, the provisions of the lease prevail.

6. All household members over eighteen (18) years of age are required to sign the lease.

B. Lease Addenda

1. In some cases, the lease includes addenda to the lease that modifies or change aspects of the lease.

2. Lease addenda are signed by all household members aged eighteen (18) years and over and carry the authority of the lease.

3. The inclusion of lease addenda does not change, modify, or remove any portion of the lease not covered by the addenda.

4. KH may include the following documents as lease addenda depending on program requirements:

    a. Animal Policy

    b. HOME-LIHTC Addendum

    c. KH Weapons Policy

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d. Occupancy Rules

e. Smoke-Free Housing Policy

f. VAWA Policy

g. Charges While You Are a resident list

h. Tenant Income Certification Form

i. Move-In Inspection

j. Lead-based Disclosure Form (where applicable)

k. LIHTC/Tax Exempt Bond Addendum

l. VAWA Notice of Occupancy Rights and VAWA Certification

m. Residents Rights and Responsibilities Brochure

n. EIV & You Brochure

o. HUD Fact Sheet- How Your Rent is Determined

p. Bicycle Policy (CST)

C. Fees

1. The lease includes instances when KH will charge a household a fee in addition to the tenant portion of the rent. Some examples of fees are:

   a. Late rent payment fee.

   b. Maintenance fee.

   c. Excess utility usage fee.

2. KH notifies the tenant, in writing, whenever a fee occurs and how long the tenant has to pay the fee.

3. Tenants are required to enter into a repayment agreement upon reasonable terms based upon their income/ability to pay.

D. Lease Termination

The lease may be terminated by either KH or the head of household at any time in accordance with the lease terms.

E. Household-Initiated Lease Terminations

The head of the household may terminate a tenancy by providing thirty (30) days written notice to KH as required by the lease.

F. KH-Initiated Lease Terminations

1. KH will terminate the lease only for serious or repeated violations of the lease.

2. As required in the lease, KH will notify the head of household in writing of the proposed lease termination.

    a. In the case of a disabled household, the notice will be in the format requested by the household.

    b. In the case where the head of household has identified a language other than English, the notice will be in a format consistent with KH's Limited English Proficiency Policy (See Appendix V for KH's LEP Policy)

3. All notices to terminate will include a description of household grievance rights.

G. Criminal Background Requirements

1. KH accesses and reviews publicly available police logs and other public safety records on a regular basis.

2. KH may become aware, through the review of public records, from local law enforcement, or by other means, that an individual has engaged in prohibited activities as described in the Eligibility or Continued Occupancy chapters (Chapters 4 and 9, respectively).

3. If KH determines that the above actions will result in lease violation or eviction, KH will notify the household in writing of KH's decision.

a. The notice will provide the subject of the record and a copy of such information.

b. The household has ten (10) business days from the date of the notice, to dispute the accuracy and relevance of the information through an informal hearing.

c. If the household does not contact KH to dispute the information within the ten (10) business day period, KH will proceed with the termination action.

d. Should the tenant not exercise their right for an Informal Hearing, the tenant still has the right to dispute in a Grievance Hearing or court trial.

H. Eviction Actions

1. KH may evict a household from the apartment in accordance with federal regulations and/or state and local laws, as applicable.

2. If after filing an eviction action against a household, KH obtains a judgement, the household will be liable for Court costs.

3. In deciding whether to evict, KH may choose to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by the head of household, household member, or other person under the household's control in the offending action and the impact that the eviction would have on household members not involved in the prohibited activity.

4. At its discretion, KH may permit continued occupancy by remaining household members. KH may impose a condition that the household members or guests who engaged in the prohibited or criminal activity will neither reside in nor visit the apartment. (see Chapter 9 of this TSOP for KH's policy on guests).

Chapter 12. Animal Policy

A. General

Except as defined in KH's Reasonable Accommodation Policy, animals are subject to the policy described below.

B. Permitted Animals

1. Cats: One indoor cat per apartment and one of either 3 or 4 below.

2. Dogs are allowed only under the following conditions:

    a. At Central Square Terrace and Stone Arch Village Senior Housing, one dog under 30 pounds is allowed. An additional animal cannot be a cat but can be one of either 3 or 4 below.

        (i) Exception to this rule may be allowed as a Reasonable Accommodation for an Assistive animal.

    b. At all other properties, dogs may be allowed as a Reasonable Accommodation for an Assistive animal.

3. Fish, small snakes, small lizards, small reptiles, turtles are permitted in a tank that is no larger than 30-gallons.

4. One caged animal habitat, that houses no more than two animals, is allowed per apartment. Acceptable caged animals are:

    a. Hamsters

    b. Gerbils

    c. Guinea pigs

    d. Mice

    e. Rats

    f. Canaries

    g. Parakeets

    h. Finches

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i. Cockatiels

j. Parrots

C. Application

1. Households must submit a written request and receive written permission from the KH Property Manager before an animal is brought home.

2. The household's written request must provide proof of the following from a licensed veterinarian:

   a. The animal has received all up-to-date inoculations.

   b. All dogs must have a current dog license.

   c. All female dogs and cats over the age of eight (8) months must be spayed.

   d. All male dogs and cats over the age of eight (8) months must be neutered.

   e. If health problems prevent spaying or neutering within the above time frame, a veterinarian's certificate satisfactory to KH will be necessary to allow the animal to live in the building.

3. The head of household must sign an Animal Agreement, available from property managers upon request, for an animal to be permitted to reside in a KH apartment.

4. The household agrees to pay any damages caused by the animal, including extermination costs for animal-related pest control.

D. Animals on KH Property

1. Animals cannot be kept, bred, or used for any commercial purpose on KH property.

2. Households must not permit any disturbance by an animal which could interfere with the quiet enjoyment of other households, whether by loud barking, howling, biting, scratching, chirping, or other disruptive behaviors.

3. Animals must always be restrained on a leash or in a cage when on KH property outside the owner's apartment or visiting in the apartment of another household.

4. KH does not permit animals to remain outdoors without a household member or in an outdoor animal enclosure, including, but not limited to, hutches, cages, and dog houses.

5. In building elevators, animals must be on a short leash (the hand of the person accompanying the animal will hold the leash within four (4) inches of the collar) or carried.

6. Except for service dogs, animals are not permitted in common areas, including but not limited to:

    a. Community rooms;

    b. Laundry rooms;

    c. TV rooms;

    d. Kitchens;

    e. Libraries; and

    f. Other areas as determined by KH

7. KH may bar animals from other areas to accommodate tenants who have medically certified allergic or phobic reactions to specific animals. This is determined on a case-by-case basis.

8. Guests may not bring animals onto KH property unless the animal is a service dog.

9. Households may not care for animals not approved by KH as described in this TSOP.

10. Animal sitting is not permitted.

E. Animal Waste and Sanitation

1. Households must always take adequate precautions to eliminate any animal odors within or around their apartment and maintain the apartment in a sanitary condition .

2. Households are responsible for promptly cleaning up animal waste outside of their apartment.

    a. Animal waste must be disposed of in a designated trash receptacle or area.

    b. Household will be fined up to $25.00 for failing to promptly clean up animal waste.

3. A plastic litter box must be maintained for indoor cats in a clean and sanitary manner.

    a. Refuse from litter boxes cannot accumulate to the point of producing strong odors or becoming unsightly and unsanitary.

    b. Litter and waste must be secured in plastic bags and carried directly to and deposited in a property dumpster or sealed refuse container.

    c. No waste product is to be flushed down a toilet.

F. Community Safety and Animal Control

1. If animals are left unattended for twenty-four (24) hours or more, KH may enter an apartment to place the animal in the care of the proper authorities.

    a. KH accepts no responsibility for animals removed under these circumstances.

    b. Owners are responsible for any boarding or other fees incurred while the owner is absent.

2. If KH determines that an animal is a nuisance or threat to the safety or security of tenants, guests, staff, or property, KH will require the household to remove the animal.

3. If the behavior of the animal is determined to be an imminent threat to the health and safety of any tenant, guest, or staff KH may order the animal to be removed within twenty-four (24) hours.

4. KH will have an animal determined to be a nuisance or threat removed by court order if the household fails to have the animal removed under these circumstances.

5. Except for the policies above, households who violate this Animal Policy are required to have any animals removed from KH property within thirty (30) days of notice by KH.

6. An animal owner must physically control or confine his/her animal during times when KH employees, agents of KH, or others enter the owner's apartment to conduct business, provide services, enforce lease terms, etc.

Chapter 13. Termination of Tenancy / Lease

For households subsidized through PBV or AHPP, please see the MTW Amin Plan Chapter 19 in addition to the policies listed below.

A. Tenant Initiated Termination

1. A household may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease.

2. Notice of lease termination must be in writing and delivered to Keene Housing (KH) at least thirty (30) calendar days in advance of a household's intent to vacate.

3. When a household must give less than thirty (30) days' notice due to circumstances beyond their control, KH, at its discretion, may waive the thirty 30-day requirement.

4. The notice of lease termination must be signed by the head of household, spouse, or co-head.

B. Apartment Abandonment

1. Apartment Abandonment means all tenants have physically vacated the premises without the intent of return.

2. To determine if an apartment is abandoned, at least two (2) of the following conditions must be present.

    a. All adult household members notified KH in writing of their intent to vacate the premises by a certain date and that date has passed, or

    b. All keys to the apartment have been returned to KH, or

    c. The household removed all, or the majority of, their personal property from the apartment, and the only items remaining are inconsistent with the continued use of the premises, or

    d. The household has not paid rent for more than ninety (90) calendar days.

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3. If KH believes a tenant has abandoned an apartment and has not received notice of the household's intent to vacate or the keys to the premises, KH will provide all adult tenants with a written property abandonment notice.

    a. The property abandonment notice notifies the household of KH's intent to claim the apartment and the household's rights should they disagree with KH's decision.

    b. KH will post the notice at the apartment and send it by certified mail to the last known address of at least one adult tenant.

4. The household has seven (7) calendar days to respond to the notice or KH will proceed with terminating the household's tenancy and reclaiming the apartment.

    a. Any personal property remaining in the apartment will be handled according to KH's Disposal of Personal Property policies listed in Section C of this chapter.

C. Disposal of Personal Property

1. Locks are changed on the date of the move out inspection or on the date KH takes possession of the apartment in an eviction.

2. KH stores any personal property remaining in the apartment after a household moves out for no more than seven (7) calendar days.

    a. Personal property left inside or outside of the apartment in bags or otherwise appearing to be trash, especially food or contaminants, will be disposed of immediately.

3. During the seven (7) day storage period, the former tenant may request access, during regular business hours, to the apartment to remove personal items.

4. After the seven (7) days storage period ends, KH will dispose of the remaining items.

    a. Former tenants are charged a disposal fee (see Appendix IX-Move Out Charges).

D. KH-Initiated Termination

1. KH may at any time terminate a household's lease, because of any action or inaction by the household, including but not limited to:

    a. Violations of any requirements or combination of requirements listed in the lease.

    b. Failure to sign and submit consent forms.

    c. Failure to establish citizenship or eligible immigrant status.

    d. Ineligibility for, or termination from, a housing assistance program.

    e. Knowingly permits an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their apartment.

    f. Failure to complete a required transfer within thirty (30) calendar days of notification that a new apartment is available (see Chapter 10).

    g. Commits or threatens abusive or violent behavior toward KH staff.

    h. Commits drug related criminal activity, or violent criminal activity, and any other criminal activity that would adversely affect the health, safety, or well-being of any tenants or staff or cause damage to the property.

    i. Illegal use or pattern of illegal use of a controlled substance or abuse or pattern of abuse of alcohol is determined by KH to interfere with the health, safely, or right to peaceful enjoyment of the premises by other households.

        (i) Marijuana used medicinally or otherwise is an illegal substance under federal law and may be grounds for termination of assistance.

        (ii) Use of synthetic medical marijuana, for example, Marinol, as prescribed by a medical professional authorized under NH law does not constitute illegal drug use.

j. Any household member is subject to a lifetime registration requirement under a state sex offender registration program; or

k. Any household member commits fraud, bribery, or any other corrupt or criminal act in connection with any state or federal program.

2. If the household moves out of the apartment, tenancy terminates automatically.

E. Termination of Assistance for RD Properties

The following section applies to apartments at Evergreen Knoll only:

1. Ineligible households are those who, upon recertification, fail to meet either the income or the occupancy requirements for the apartment and property that they currently occupy.

2. Households who are no longer eligible to reside at the property are given notice that they must vacate the property within thirty (30) calendar days or at the end of their lease, whichever is longer.

3. A household may be ineligible based on the size of the apartment currently occupied but could become eligible if shifted to an apartment of a different size (either larger or smaller) within the property. In this situation, a tenant may continue tenancy pending the household's move to a suitably sized apartment.

4. In some cases, a household may require an apartment size that is unavailable at the property. In this situation the tenant is considered ineligible and required to vacate the property within thirty (30) calendar days or at the end of their lease, whichever is longer.

5. If household certification indicates that the household no longer meets the Rural Development (RD) income limits for the property, the household is notified to vacate the property in thirty (30) calendar days or at the end of their lease, whichever is longer.

F. Termination of Assistance for LIHTC/Home Properties Under A PBV Contract

The following section applies to apartments at Stone Arch Village Senior/Family, Riverbend, and Brookbend East/West only:

1. Ineligible households are those who are no longer eligible to receive assistance under the PBV program.

    a. Termination of assistance in the PBV program is determined by policies described in Chapter 19 of the MTW Administration Plan which is available upon request, or is located online at www.keenehousing.org.

2. Households who are no longer eligible for PBV assistance may remain in their apartment but are required to pay the established LIHTC/Home rent for the apartment.

    a. LIHTC rents are established by the Department of Housing and Urban Development (HUD).

G. Termination of Assistance for KAHP Properties.

The following section applies to apartments at Bennett Block, Forest View, Harper Acres, North and Gilsum, Scattered Sites, and Scattered Sites 2, only.

1. Ineligible households are those who are no longer eligible to receive assistance under the PBV program.

    a. Termination of assistance in the PBV program is determined by policies described in Chapter 19 of the MTW Administrative Plan which is available upon request or on-line at www.keenehousing.org.

2. Households who are no longer eligible for PBV assistance may remain in their apartment but are required to pay the established market rent for the apartment.

    a. Market rents for KAHP properties are based upon the voucher payment standard KH establishes for the apartment size and are updated annually.

H. Termination of Assistance for Multifamily Properties.

The following section applies to apartments at Central Square Terrace and Brookbend East/West non-PBV units only.

1. Ineligible households are those who, upon interim or annual recertification, fail to meet either the income or the occupancy requirements for the apartment and property that they currently occupy.

2. A household may be ineligible based on the size of the apartment currently occupied but could become eligible if shifted to an apartment of a different size (either larger or smaller) within the property. In this situation, a tenant may continue tenancy pending the household's move to a suitably sized apartment.

I. Alternatives to Termination of Tenancy

1. When termination is based on the behavior of a single household member, KH may require the household to remove the household member from the household as a condition of continuing occupancy.

    a. If the excluded household member is listed as the head of household, the household must choose a new head of household (see Remaining Household Members in Chapter 9)

    b. The head of household must certify that the household member has vacated the apartment and will not be permitted to visit or stay as a guest in the apartment.

    c. The head of household must provide KH the former household member's current address upon request.

2. If a household owes money to KH, as a condition of continued occupancy, KH will require the household to repay the full amount or to enter into a repayment agreement, within thirty (30) days of receiving notice of the amount owed.

3. If the termination is based upon repeated lease violations, as a condition of continued occupancy, KH may require the household to enter into an agreement to remedy the violation(s).

4. In entering a repayment or other agreement as an alternative to termination, the household is obligated to keep to the terms of the agreement, or KH will continue termination proceedings.

J. Security Deposits

1. Within thirty (30) days of move-out, KH will refund to the household the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

2. KH will provide the household with a written list of any charges against the security deposit within thirty (30) days of the move-out. If the household disagrees with the amount charged, KH will provide a meeting to discuss the charges.

3. For information about security deposits for transfers see Chapter 10.

K. Lease Termination Notice

1. KH combines its Demand for Rent and the Eviction Notice into one lease termination notice.

2. The lease termination notice must be in writing.

3. The notice must state the specific grounds for termination, the date the termination will take place, the tenant's right to reply to the termination notice, and their right to examine KH documents directly relevant to the termination or eviction.

4. KH staff or a representative will hand deliver the lease termination notice directly to the head of household or another adult member of the household. The notice will also be sent by first class mail the same day.

5. KH must provide a lease termination notice:

    a. Ten (10) business days after the end of the grace period for failure to pay rent.

    b. Thirty (30) calendar days for all other reasons unless state or local law allows less than thirty (30) calendar days.

L. Eviction Proceedings

When a household does not vacate the apartment by the deadline given in the lease termination and/or Notice to Vacate, KH will follow state and local landlord-tenant law in filing an eviction with the local court that has jurisdiction.

Chapter 14. Appeals for Adverse Decisions

A. Overview

When KH makes a decision which adversely affects a household, the household is often entitled to appeal the decision. In these instances, KH provides an avenue for applicants and two avenues for tenant households:

1. For applicant household the appeal takes the form of an Informal Review.

2. For tenant households the appeal takes the form of an Informal Hearing.

B. Notice to The Household of Right to Appeal

1. In the cases described in this section, KH notifies the household that the household may ask for an explanation of the basis of KH's determination, and that if the household does not agree with the determination, the household may appeal the decision.

2. KH provides the household prompt written notice of the household's right to appeal a decision. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State that if the household does not agree with the decision, the household may appeal the decision, in writing, within ten (10) business days of the notification.

C. Informal Review for Applicant Households

1. KH provides an Informal Review to applicant household disputing a denial of admission.

2. Prior to notification of denial based on information obtained from criminal or sex offender registration records, the household must be given the opportunity to dispute the information in those records which would be the bases of the denial.

3. KH does not provide the applicant an opportunity for an Informal Review for any of the following reasons:

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a. A determination of the household apartment size under KH occupancy standards.

b. Objections to KH policies or procedures.

c. Discretionary administrative determination by KH.

4. KH must schedule and send written notice of the Informal Review within five (5) business days of the household's request.

5. The Informal Review will be conducted by a person other than the one who made the decision under review.

6. The applicant will be provided with an opportunity to present written or oral objections to KH's decision.

7. The staff member conducting the Informal Review will make a recommendation to KH, but KH is responsible for making the final decision as to whether admission should be granted or denied.

8. KH will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision.

   a. The notice will be mailed within five (5) business days of the Informal Review to the applicant and a representative, if any.

9. If the Informal Review decision overturns the denial, processing for admission will resume.

10. If the household fails to appear for their Informal Review, the denial of admission will stand, and KH will notify the household.

D. Informal Hearing for Tenant Households

1. KH gives tenants the opportunity for a meeting to discuss any adverse decision which the household challenges.

2. Examples of adverse decisions affecting tenants include, but are not limited to:

   a. Household receives a lease violation for unauthorized person(s) living in the unit.

b. The subsidy is removed because the household failed to provide information necessary to complete recertification.

c. Subsidy is removed because KH receives inaccurate information.

d. Household receives an eviction notice.

3. Requests for an Informal Hearing must be made, either in person or in writing, within ten (10) business days of receipt of the notice of a decision.

4. KH will schedule the Hearing within ten (10) days of receipt of the request and notify the household of the date and time of the meeting in writing.

5. The Hearing will be conducted by a KH staff member other than the one who made the decision or a Department Director.

6. A tenant with a disability may request a reasonable accommodation to fully participate in the Hearing.

   a. KH may, if necessary, reschedule the Informal Hearing to provide the accommodation.

7. The tenant may bring a person or persons of his/her choosing to accompany them to the hearing.

8. KH will provide a written summary of the discussion and any decision as it relates to the adverse decision.

   a. The summary is mailed to the household within five (5) business days of the Hearing described above.

   b. The summary will specify the names of the participants, date of the meeting, the nature of the adverse actions, the final decision, and a statement explaining the reason(s) for the decision.

9. If the household fails to appear for their Informal Hearing, the decision being challenged will stand and KH will notify the household.

E. Grievance Hearings for Evergreen Knoll Residents

1. Tenants or applicants may file a grievance in writing with KH in response to a KH action, or failure to act, in accordance with the lease or USDA Rural Development regulations that results in a denial, significant reduction, or termination of benefits or when a tenant or applicant contests a notice from KH of a proposed adverse action as provided below.

2. In the case of a proposed action that may have adverse consequences for tenants or applicants, such as denial of admission to occupancy and changes in the occupancy rules or lease, KH must notify the tenant or applicant in writing.

3. The notice must give specific reasons for the proposed action. The notice must also advise the tenant or applicant of "the right to respond to the notice within ten (10) calendar days after date of the notice" and of "the right to a hearing in accordance with 7 CFR 3560.160(f), which is available upon request."

4. The notice must contain the following information:

    a. Any tenant/member or prospective tenant/member seeking occupancy in or use of Agency facilities who believes he or she is being discriminated against because of age, race, color, religion, sex, familial status, disability, or national origin may file a complaint in person with, or by mail to the U.S. Department of Agriculture's Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW., Washington DC 20410. Complaints received by Agency employees must be directed to the National Office of Civil Rights Staff through the State Civil Rights Manager.

5. The grievance process should always begin with an informal meeting between the grieved party and the KH representative. KH must offer to meet with tenants to discuss the grievance within five (5) calendar days of receiving the grievance.

6. After the informal meeting is held, KH must provide a summary of the meeting to the tenant within ten (10) calendar days of the meeting date.

7. If a formal hearing is necessary, the parties will select a hearing panel or hearing officer to govern the hearing. Within ten (10) calendar days after the hearing, all parties are informed of the decision.

F. United States Citizenship and Immigration Services (USCIS) Appeal Process

1. Denial of termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the appeal process used to deny applicant or tenant households for reasons other than immigration status.

2. When KH receives notification that the USCIS secondary verification failed to confirm eligible immigration status, KH must notify the household of the results of the USCIS verification. The household will have twenty (20) business days from the date of the notification to request an appeal of the USCIS results. The request for an appeal must be made by the household in writing directly to the USCIS. The household must provide KH with a copy of the written request for appeal and proof of mailing within ten (10 business days.

3. KH will notify the household in writing of the results of the USCIS secondary verification within ten (10) business days of receiving the results.

4. The household must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the household is requesting an appeal of the USCIS immigration status verification results.

5. The USCIS will notify the household, with a copy to KH, of its decision. When the USCIS notifies KH of the decision, KH must notify the household of its right to request an Informal Hearing or Grievance Hearing.

6. KH will send written notice to the household of its right to request an Informal Hearing or Grievance Hearing within ten (10) business days of receiving notice of the USCIS decision regarding the household's immigration status.

7. Assistance to a household may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a household may not be terminated or denied while a KH Informal Hearing or Grievance Hearing is pending, but assistance to an applicant may be delayed pending the completion of this appeal.

8. A decision against a household member, issued in accordance with the USCIS appeal process or KH appeal process, does not preclude the household from exercising the right, that may otherwise be available, to see redress directly through judicial procedures.

9. The notice of denial or termination of assistance for non-citizens must advise the household of any of the following that apply:

    a. That housing assistance will be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance.

    b. The household may be eligible for proration of assistance (see Mixed Households Chapter 10).

    c. In the case of a tenant household, the criteria, and procedures for obtaining relief under the provisions for preservation of households.

    d. That the household has a right to request an appeal to the USCIS of the results of a secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.

    e. That the household has a right to request an appeal with KH either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

f. For applicant households, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

G. Violence Against Women Act (VAWA) Protections

1. Violence Against Woman Act Protections are not limited to women and covers victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation.

2. Keene Housing will not consider incidents of domestic violence, dating violence, sexual assault and stalking as serious or repeated violations of the lease or "other good cause" for termination of assistance, tenancy, or occupancy rights of the victim of abuse.

3. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the household or guest under control of the tenant cannot be used to terminate tenancy/assistance or occupancy rights if the tenant or affiliated individual is a victim of the criminal acts. An affiliated individual means a spouse, parent, brother, sister, or child of that individual or a person for whom you stand in the place of parent or guardian. For example, the affiliated individual is a person in your care, custody, or control of that individual.

4. Keene Housing may request in writing that the victim, or a family member on the victim's behalf, certify or provide documentation that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking. VAWA Protections do not have to be provided for failure or refusal to provide the certification or other documentation within 14 business days, or an agreed upon extension date.

5. Assistance may be terminated, or a lease "bifurcated" to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, he/she stands to be evicted, removed, or have his/her occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain in the unit.