

Housing Authority of the City of Clay Center, Kansas Admissions, Occupancy, Payments, Collections, and Evictions Policy Parkview Plaza

This Policy was approved by the Board of Commissioners of the Housing Authority of the City of Clay Center, Kansas (CCHA) by Resolution 7-2016, adopted on June 13, 2016 and is to be effective June 14, 2016. This policy will replace all previous policies related to Low Income Rent Admissions, Occupancy, Payments, Collections, Eviction, and Selection for Parkview Plaza.

This policy of the CCHA is designed to set standards for admission and occupancy for all low rent units under the management of the Authority. Applicable requirements are found in the Kansas Residential Landlord & Tenant Act, the Fair Housing Amendments Act of 1988 (42 U.S.C. Parts 3601 – 3619), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the Americans with Disabilities Act and the Federal Privacy Act.

I. Definitions

- A. *Involuntary Displacement*. An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following reasons:
1. A disaster, such as fire or flood, that results in the un-inhabitability of an applicant's unit.
 2. Activity carried on by an agency of the United States, state or local government body or agency in connection with code enforcement or a public improvement or development program
 3. Action by a housing owner that results in an applicant's having to vacate his or her unit, where
 - a. the reason for the owner's action is beyond an applicant's ability to control or prevent;
 - b. the action occurs despite an applicant's having met all previously imposed conditions of occupancy; and
 - c. the action taken is other than a rent increase.
 4. The applicant has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more members of the applicant's family by a spouse or other member of the applicant's household; or
 5. The applicant lives in a housing unit with such an individual who engages in such violence.
- B. *Substandard Housing*. A housing unit is substandard if it has been declared unfit for habitation by a federal, state or local agency or unit of government.

- C. Family Income. Family income will include the full amount of anticipated gross income from all sources, received by the family head and spouse (even if temporarily absent) and by each additional adult family member or adult living in the unit.
- D. Rent. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the CCHA for occupying a unit including charges for excess utilities.
- E. Family. This includes, but is not limited to, one or more persons with or without children as determined by the CCHA and is also referred to as “household”.
- F. Elderly Person. An individual who is age 62 or older.
- G. Disabled Person. Any individual meeting the definition of a disabled person under the Americans with Disabilities Act.
- H. Aggregate Family Income means all the income from any source whatsoever, before deductions or exemptions, which all adults occupying or who will occupy the housing unit may be expected to receive during the 12-month period following admission or reexamination (as the case may be) and shall include all compensation for personal services such as commissions, fees, tips, bonuses and other compensation in kind.
- I. Adjusted Family Income means the aggregate family income less any of the following deductions which may be anticipated for the 12-month period for which aggregate family income is estimated:
1. Deductions from wages if required by law or by employer as a condition of employment, such as pensions, and retirement. No deductions will be allowed for income taxes, garnishments, or voluntary deductions such as savings bonds and non-compulsory insurance.
 2. Predictable, unreimbursed costs of medical care and prescription drug costs for family members. Deduct only the amount by which such costs exceed 3% of total family income. This is only deductible by families who are elderly or disabled.
 3. Minors and Person with Disabilities. \$480/yr for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household);
 - a) who is under 18 years of age; or
 - b) who is
 - (1) 18 years of age or older; and
 - (2) a person with disabilities

4. Elderly and Disabled Families. \$400/yr for an elderly or disabled family
 5. Childcare Expenses. Deductions may be given for the care of children age 12 or younger and may be given for care that will enable a family member to work or go to school. Childcare expense for work cannot exceed the amount earned and childcare for school cannot exceed a sum reasonably expected to cover class time and travel time to and from classes.
 6. Reasonable attendant care and auxiliary apparatus expenses may be given for amounts that exceed 3% of annual income. This deduction can only be given when the expense enables a family member (including the disabled members) to work.
- J. Minor is an eligible household member who is not emancipated, 17 years of age or younger, or a full time student 18 years of age or older.
- K. Unauthorized Person means a person, residing in the home, which is not included on the application for housing or has not been approved by the CCHA.
- L. Maximum Rent The monthly rent for a housing unit may not exceed 30% of the Monthly adjusted income of such family. The maximum monthly rent is the HUD contract rent for the unit.
- M. Security Deposit An amount equal to 1 month's rent as determined by the CCHA shall be paid before admission. An additional amount equal to ½ month's rent as determined by the CCHA shall be paid for a pet approved by the CCHA before admission. The deposit(s) will be refunded to the tenant at the end of the lease or used by the CCHA to apply to damages from the tenant or unpaid rent or other charges.
- N. Very Low Income Household income that does not exceed 30% of the median income for the local area determined by HUD.
- O. Low Income Household income that does not exceed 50% of the median family income for the local area as determined by HUD.
- P. Moderate Income Household income that exceeds 50% of the median family income but does not exceed 80% of the median family income for the local area as determined by HUD.
- Q. Citizen of Clay County Head of Household who is a U.S. citizen or legal alien who currently resides in Clay County and can document Clay County residency through tax, utility, etc. billing.

II. Eligibility Requirements for Application

A. Applicants must meet the following requirements to be eligible for placement on the waiting list and/or admission.

1. The applicant must have income at the time of application and admission, which does not exceed the income limits determined and published at least annually by HUD. Current limits are 80% of the national median income except in cases where admitting an applicant would result in a violation of program demographic requirements. An exception may be made when the CCHA is experiencing low occupancy rates due to local market conditions.
2. The applicant must be capable and willing to meet all obligations of the Lease established by the Authority (This may include current stable employment, ie. showing up for work, reasonable prospect of continuing employment, etc.).
3. The applicant must be at least 18 years old or emancipated in the State of Kansas.
4. The applicant must provide documentation to verify all household income and assets, birth certificates, social security cards, or legal immigration cards and a drivers license or photo identification for every household member listed on the application.
5. The applicant and household members must show evidence of good character.

This includes:

Must not owe a balance or have been evicted for non-payment at a previous residence,

Must have a favorable reference from the previous landlord. If this is the applicant's first time renting, he/she must have favorable personal references regarding character, and

Must not have a pattern of criminal activity. This includes arrests and misdemeanors. No applicant will be approved if they have a history that shows a pattern of any of the following in the past 10 years:

Stealing
Capital offenses
Drug or Alcohol abuse
Assault or other acts of violence
Criminal damage to property
Criminal threats
Any sex related offenses
Illegal activities including manufacture and sale of illegal substances

No applicant will be approved if they are currently on a lifetime registered offender list in any state.

Must not have outstanding balances for housing related expenses including utilities.

Must not have evidence of repeated acts that could constitute a danger to peaceful occupation of neighbors.

Must not have abandoned or caused damage to a rental unit.

Must not have intentionally falsified an application for lease.

Must not have evidence of behavior that would seriously disturb neighbors or disrupt sound family and community life.

Must not have history of grossly unsanitary or hazardous housekeeping.

Must not have history of grossly unsanitary or hazardous housekeeping. Where possible, must agree to and pass a physical inspection of current residence.

6. The applicant must not have a contagious or infectious disease, as certified by a physician.
7. The applicant, if single, must have the capacity to live independently or certify that they have someone to provide them with the needed assistance to live in an apartment.
8. The applicant must provide reliable verification of all information relative to present housing conditions, family income, assets and preference rating acceptable to the housing authority and sign the application attesting to the accuracy of the data provided. The application must be completely filled out and verification documentation must be in the form required by the housing authority.
9. The applicant must be a citizen of the United States or eligible immigration status.
10. All adult household members must sign the Authorization for the release of information and criminal check forms.
11. The applicant must completely fill out and sign the application for admission along with all adult household members and provide all of the information

required by the housing authority before being added to the waiting list and/or admission.

12. The applicant must be approved by Atchison Housing Authority and placed on the waiting list.
13. The applicant must not be denied by Yardi background check.

III. Income Limits

- A. Family income must not be more than current limits approved by HUD (currently 80% of median income), for the Clay Center area. A family not meeting the above requirements may be placed in a low income rental unit if the CCHA is experiencing low occupancy rates due to local market conditions. These families will be required to pay the current local market rate as determined by HUD and must enter into a month-to-month lease agreement.

IV. Processing of Applications

- A. Atchison Housing Authority, as the voucher administering agency, shall receive all applications and process them according to their policies and procedures to determine eligibility. All applications are subject to final review and approval by CCHA for admission.

V. Occupancy Standards

- A. To avoid overcrowding and prevent wasted space, units are to be filled in accordance with the occupancy standards set forth below. However, in the event there are units that cannot be filled with families of appropriate size and type after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size shall be housed and will be moved to units of the proper size and features at the earliest possible date. If a 1-bedroom remains vacant after all possible efforts have been made to stimulate applications and there is a single household occupying a 2-bedroom unit, upon receipt of a signed commitment with the first month's rent from an eligible applicant on the waiting list, the single household with the most recent lease will be given a 30-day notification to relocate to the vacant 1-bedroom unit. The moving cost will be paid by CCHA. In no event and under no circumstances are any units to be overcrowded.
- B. Occupants must be aware that moving unauthorized person(s) into the unit shall constitute a lease violation and may result in eviction. Any visitor who stays more than 7 days more than twice in a 12-month period will be considered part of the household and the tenant will be subject to eviction.

Additional persons may be moved into a unit only with written permission from the CCHA.

C. Housing units shall be assigned generally as follows:

An eligible household of two or more persons will be given preference for a 2-bedroom apartment subject to the selection factors of Atchison Housing Authority.

Persons of different generations, persons of the opposite gender (other than spouse), and unrelated adults, should have separate bedrooms.

Children of the same gender may share a bedroom.

Children, with the possible exception of children under 6 years of age, should not share a bedroom with the parents.

Persons with verifiable medical needs or other extenuating circumstances may be provided a more accommodating unit. The accommodations must be financially and operationally feasible for the housing authority.

D. Housing units shall be assigned by taking into consideration every family member, regardless of age, who is to be counted as a person. An unborn child is not counted as a family member.

E. The maximum number of persons recommended for an apartment is:
Generally, Three (3) persons in a one (1) bedroom apartment. Six (6) persons in a two (2) bedroom apartment.

F. These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. Restrictions in paragraph A above shall also apply and units shall be assigned based on the individual family needs. When it is found the unit size is no longer appropriate for the family, their housing problem shall be resolved
in accordance to the above section.

G. No one can smoke in the apartments or any other area of the building. Violators will be subject to eviction.

H. Common household pets such as dogs, cats, birds and fish are allowed in housing units subject to the CCHA's approval. A tenant may only have one pet and must pay a security deposit equal to ½ month's rent. The "one pet" rule does not apply to fish. However, only one aquarium is allowed and it must not exceed 10 gallon capacity. Birds must be confined to a cage at all times. Dogs shall not weigh more than 15 pounds (Disabled Assistance animals are exempt from this

rule). All pets must be registered with the CCHA prior to occupancy. Information required includes a description of the pet, evidence of current shot record from a veterinarian, proof of neutering or spaying, and proof of city license for dogs. The following rules of sanitation must be observed:

1. Cats must have a litter box that is clean and odor-free in the housing unit at all times. Pet waste must be separated from the litter daily, disposed of in plastic bags, and carried down to the trash room on the first floor. The litter must be changed weekly, disposed of in a plastic bag, and carried down and placed in the trash dumpster in front of Apollo Towers Maintenance Room. If that dumpster is not accessible then it must be taken to the trash room located on the first floor of Parkview Plaza and placed in the dumpster. The pet owner is responsible for cleaning any area of grounds or public areas because of a mess made by the pet.
 2. Solid pet waste on the grounds or on any interior public area floor must be picked up and disposed of immediately in a plastic bag by the pet owner. It must be carried down and placed in the trash dumpster in front of Apollo Towers Maintenance Room. If that dumpster is not accessible then it must be taken to the trash room located on the first floor of Parkview Plaza and placed in the dumpster. The pet owner is responsible for cleaning any area of grounds or public areas because of a mess made by the pet.
 3. The pet owner is responsible for cleanliness of the pet and to keep it free from fleas, ticks, mites, or other insects that would cause problems for other tenants.
 4. Pets are not permitted in public areas of the buildings unless supervised by the owner.
 5. Pet owner shall prevent any disturbances to their neighbors such as pet noise, odor, or personal danger.
 6. Pet owners may not alter the physical structure of their apartment in any way to provide an enclosure for their pet.
 7. Dog owners must provide the housing authority with a copy of the city dog license each year.
- I. Personal liability insurance should be purchased by the tenant.
- J. Visitors are prohibited from bringing any pet onto the grounds or into a housing unit.
- K. Tenant's are encouraged to purchase renter's insurance to cover the loss of their personal property and to give them liability protection. The CCHA is not responsible for the tenant's personal property or for the actions of it tenants. The tenant is responsible to reimburse the housing authority for any damage caused by the tenant or his or her guests.
- L. The tenant shall pay a security deposit in an amount equal to 1 month's rent as determined by the CCHA. An additional amount equal to ½ month's

rent as determined by the CCHA shall be paid for a pet approved by the CCHA before admission.

M. The tenant shall notify CCHA immediately when they discover a bed bug or cockroach. Furthermore, the tenant shall notify CCHA prior to moving used stuffed furniture (couches, chairs, love seats, etc.) and bed mattresses and box springs into their apartment. All such furniture must be inspected and approved by CCHA staff prior to moving it in. Tenant's failure to notify CCHA as noted above will be subject to charges for damages and may result in eviction.

N. To pay reasonable charges for the repair of damages to the premises, project building, facilities, or common areas caused by the tenant, his household or guests. Following is a list of tenant charges. This list is subject to change.

Cleaning caused by improper trash disposal	Actual Cost
Cleaning caused by tenant carelessness	Actual Cost
Repair of damages caused by tenant or others	Actual Cost
Pet waste removal	Actual Cost
Changing locks for personal reasons	Actual Cost
Key Replacement	Actual Cost
Security Building Entrance Card	\$ 25
Lockout	\$ 25
Large Appliances (Freezers, etc.)	\$ 5 monthly
Mud tracking	\$50
Trash bags containing glass in trash chute	\$50
Trash containing liquid in trash chute or Parkview trash room	\$25
Trash not tied in trash bags or over 20 pounds	\$25
Putting boxes in trash chute	\$25
Boxes not broken down	\$25

We will also charge the tenant with actual costs for light bulbs, furnace filters, shades, blinds, stove heating coils, stove drip pans, electrical covers, batteries for door bells, and any other item that is not a result of normal wear and tear.

VI. Eligibility for Continued Occupancy

The eligibility of all families is to be re-examined annually or anytime there is a change in the household size or income, and upon such determination of adjusted family income, the rent shall be adjusted accordingly. It is the responsibility of each family to notify the CCHA anytime there is a change in the household or family income. If it is found that a household had an unreported increase in income then the rent shall be adjusted and any back rent shall be due. **Failure of a tenant to cooperate will result in an automatic rent adjustment to the current Fair Market Rent for the unit and may ultimately result in eviction.**

A. Extended Absence of Tenant

The tenant must give notice to the CCHA of an extended absence in excess of seven days. Failure to do so will result in the CCHA recovering actual damages from the tenant. Furthermore, during any absence of the tenant in excess of 30 days, the CCHA may enter the dwelling unit at times reasonably necessary. If, after the tenant is 10 days in default for nonpayment of rent and has removed a substantial portion of such tenant's personal property from the dwelling unit, the CCHA may assume that the tenant has abandoned the dwelling unit, unless the tenant has notified the CCHA to the contrary. If the tenant abandons the dwelling unit, the CCHA shall make reasonable efforts to rent it at a fair rental. If the CCHA rents the dwelling unit for a term beginning prior to the rental agreement expiration, it is deemed to be terminated as of the date the new tenancy begins.

B. Disposal of Tenant's Property

If the tenant abandons or surrenders possession of the dwelling unit and leaves household goods, furnishings, fixtures or any other personal property in or at the dwelling unit or if the tenant is removed from the dwelling unit as a result of a forcible detainer action and fails to remove any household goods, furnishings, fixtures or any other personal property in or at the dwelling unit after possession of the dwelling unit is returned to the CCHA, the CCHA may take possession of the property, store it at tenant's expense and sell or otherwise dispose of the same upon the expiration of 30 days after the CCHA takes possession of the property, if at least 15 days prior to the sale or other disposition of such property the CCHA shall publish once in a newspaper of general circulation in the county in which such dwelling unit is located a notice of the CCHA's intention to sell or dispose of such property. Within seven days after publication, a copy of the published notice shall be mailed by the housing authority to the tenant at the tenant's last known address. Such notice shall state the name of the tenant, a brief description of the property and the approximate date on which the CCHA intends to sell or otherwise dispose of such property.

C. Rules of Occupancy

In addition to the housing authority policies, the tenant must abide by all conditions of the lease agreement.

VII. Collection Procedure

A. Security Deposit

A security deposit equal to 1 month's rent is required before a tenant may occupy an apartment. An additional security deposit equal to ½ of 1 month's rent is required before a tenant may keep a pet in the apartment. The security deposits will be used by the Authority at the termination of this lease toward reimbursement of the cost of

cleaning and repairing any damage beyond normal wear and tear to the dwelling unit caused by the tenant, his/her family, dependents, pet or guest and any rent or other charges owed by tenant. Any remaining amount will be applied to any remaining balance owed by the tenant. After the aforementioned amounts have been paid from the security deposit(s), any remaining balance will be refunded to the tenant.

B. Required Monthly Payment

All monthly payments (including rent and other charges) are due on or before the 1st day of the month. The payment is delinquent after the 10th calendar day of the month. An exception may be made for tenants who are permanently employed and paid weekly, bi-weekly, or semi-monthly. This exception allows the employed tenant to pay ½ of the amount due each month no later than the 10th of the month with the balance to be paid no later than the last day of the month. Repeated failure of the employed tenant to meet these conditions will result in CCHA rescinding the privilege and requiring the employed tenant to pay the entire monthly balance no later than the 10th of the month.

C. Time, Place, and Method For Payment of Required Monthly Payment

Required monthly payments will be accepted between the hours of 9:00 A.M. and 12 Noon Monday thru Friday and between 1:00 P.M. and 4:00 P.M. Mondays and Wednesdays. The central office is closed on Tuesday, Thursday, and Friday afternoons.. Payments will be accepted at the CCHA's central office located at 330 West Court Street, Clay Center, Kansas. Payments will be made in the form of cash, check, or money order, and can be made in person, in the housing office door drop box (CCHA is not responsible for cash lost in the drop box), or sent by mail postmarked by the 1st. PLEASE DO NOT PLACE CASH IN THE DROP BOX. DO NOT PAY CASH WITHOUT RECEIVING A RECEIPT OF CASH PAYMENT, SIGNED AND DATED BY A CCHA EMPLOYEE. Payments may also be made through preauthorized bank draft. There will be a \$25.00 fee for late payments made after the 10th calendar day of the month except under the exception under paragraph B. When the paragraph B exception applies, there will be a \$25.00 fee for late payments made after the 10th day of the month or the last day of the month. There will be a \$35.00 fee for returned checks plus a \$25.00 fee for late payment (NOTE: CCHA Collection Representatives are authorized to accept payments from participants in the field in the form of proper check, money order or cash and a temporary receipt must be given to the tenant, at that time.) We will not cash paychecks, social security checks, etc.

D. Extension of Due Date For Required Monthly Payment

No extension shall be granted unless the tenant contacts the Authority in advance of due date of monthly payment, and no extension shall be granted unless evidence is presented that immediate payment of the total amount due would result in a genuine family hardship. Once an agreement is made it must be honored to the fullest extent or eviction procedures will commence. Any extension or payment agreement must be in written form and acknowledged by all parties before it is valid.

E. Collection Procedure

1. Any account past due on the calendar day following the due date as defined in Part XI, Section A above will be sent a notice of the CCHA's intent to terminate the rental agreement if the amount due is not paid within 14 days after receipt of the notice. This notice will be signed by the Executive Director or other authorized employee of the CCHA.
2. If the tenant fails to pay the amount due within 14 days after receipt of the notice in Part XI, Section E, paragraph 1 above then the CCHA shall terminate the lease agreement and remove the tenant from the unit 3 days after date of posting notice or delivering notice to tenant or a household member 12 years of age or older.
3. All subsequent delinquencies will result in a notice of the CCHA's intent to terminate the rental agreement if the amount due is not paid within 3 days after receipt of the notice. This notice will be signed by the Executive Director or other authorized employee of the CCHA.
4. If the tenant fails to pay the amount due within 3 days after receipt of the notice in Part XI, Section E, paragraph 3 above then the CCHA shall terminate the lease agreement and remove the tenant household immediately.
5. Collection of Past Due Amounts From Terminated Tenants shall be accomplished through available legal remedies.

F. Financial Training and/or counseling

1. After two or more delinquencies, tenants will be required to attend a personal money management class taught by the Clay Center Housing Authority staff.
2. If, after taking the personal money management class, the tenant continues to have delinquencies, tenant will be referred to HCCI (Housing & Credit Counseling, Inc.) for required personal financial counseling.

VIII. Lease Agreement

- A. The lease agreement shall be for a term of 1-year except that tenants who are over income shall have a month-to-month lease with an agreement that they

will move out if their unit is needed for low-income families and that if a tenant not requiring accessibility features leases a unit with accessibility features, that tenant must be relocated to another unit when an applicant requiring accessibility features needs the unit and another unit becomes available.

IX. Termination of Lease

A. Termination of Lease Agreement by CCHA

1. The CCHA may terminate the Lease Agreement if the tenant fails to meet any of his obligations under the Lease Agreement or this policy.

B. Notice of Termination of Lease Agreement (except for nonpayment covered in Part VI above)

Any termination of the Lease Agreement by the CCHA shall be accompanied by a written Notice of Termination stating the reason(s) for termination and a copy of the CCHA Grievance Policy. This notice will be signed by the Executive Director or other authorized employee of the CCHA. The notice will state the lease violation and require the tenant to correct the lease violation within 14 days of the Notice of Termination or the tenant must vacate the unit within thirty (30) days or legal action to remove the tenant from the unit will begin. If the tenant corrects the lease violation within 14 days of the Notice of Termination then the tenant may continue occupancy of the housing unit. However, if the tenant commits an act or crime that cannot be corrected in 14 days, the tenant will be required to leave 30 days from the date of notice. Also, even if the tenant corrects the violation within 14 days of the notice, if the tenant violates the lease again within 6 months of the first Notice of Termination then the CCHA will issue another Notice of Termination requiring the tenant to vacate the housing unit within thirty (30) days. The tenant shall have the right to examine any CCHA documents related to the termination. All Parkview Plaza complaints and grievances shall be handled according to the CCHA Grievance Policy.

C. Termination by the Tenant

The tenant may terminate the Lease Agreement by giving at least thirty (30) days notice in advance. However, if the lease agreement is less than one (1) year old then the tenant is responsible for any lost rent until the end of the original lease period. The only exception to this rule is documentation to support that the tenant is moving to another community for a new job or the resident is moving into a Nursing Home

or

Assisted Living Facility due to health reasons, or the tenant is getting married. In all other cases, the tenant will be responsible for paying rent during the thirty (30) days after each billing.

D. Security Deposit

When the residents or the Authority terminates occupancy, the following disposition shall be made:

1. If the resident owes no balance or has caused no damages other than normal wear and tear, the entire amount of the security deposit shall be refunded to the resident.
2. The security deposit shall be used by the Authority to make any repairs necessary and to pay any unpaid rent that may be due. Any remaining balance shall be refunded to the resident without interest within 14 days of determination of the amount of expenses, damages, or other charges due the housing authority, but in no event to exceed 30 days after the tenant yields possession and makes written demand for same. All keys and entrance cards issued to the resident must also be returned to the CCHA before any refund is made.

X. Grievance Procedures

All complaints and grievances shall be handled according to the Atchison Housing Authority grievance procedure now in effect and posted on tenant's bulletin board.

XI. Complaints of Discrimination

A Fair Housing and Equal Opportunity Poster containing information on filing complaints with HUD by those persons believing themselves to be discriminated against will be posted conspicuously in the office of the Authority.